



CITY OF BLACK DIAMOND
May 7, 2009 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.) **AB9-042a** – Continuation of Closed Record Hearing – Administrative Appeal of Issuance of 12 Development Rights for Parcel #1121069058 Mr. Nix

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 2.) **AB09-049** – Resolution Accepting King Conservation District Grant Funds Mr. Nix
3.) **AB09-050** – Ordinance giving Mayor Authority to Deviate from Established Fees Where Appropriate Mayor Botts
4.) **AB09-051** – Resolution Adopting Updated Fee Schedule Ms. Miller
5.) **AB09-052** – Resolution Authoring Contract with Seattle King County Public Health for Reimbursement of Emergency Medical Services for 2009 Ms. Miller
6.) **AB09-053** – Resolution Establishing Council Rules and Procedures Mayor Botts
7.) **AB09-054** – Resolution Authorizing Amendment #1 to PacWest Contract for Sewer Comprehensive Plan Update Mr. Boettcher
8.) **AB09-055** – Resolution Authorizing Memorandum of Understanding with Police Association Mayor Botts

DEPARTMENT REPORTS:

Natural Resources/Parks – Mr. Nix

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

9.) **Claim Checks** – May 7, 2009, No. 33409 through 33492 (voided check no. 33362) in the amount of \$362,754.75.

10.) **Minutes** – Council Meeting of April 23, 2009

EXECUTIVE SESSION:
ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Appeal of City Administrator's issuance of 12 development rights associated with King County parcel #1121069058	Agenda Date: May 7, 2009		AB09-042a
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Assist. City Attorney – Tom Guilfoil		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Parks/Natural Resources - Nix		
Timeline: N/A		X	
Attachments: Appeal paperwork			
SUMMARY STATEMENT: <p>The City Administrator issued a Development Right Certificate in the amount of 12 development rights to Benchmark Real Estate Group, LLC on March 23, 2009. Shortly thereafter, Benchmark Real Estate Group, LLC issued an appeal to this decision to increase the base Development Rights from 12 to 39 based on a wetland delineation that showed that more wetland and buffer existed on this parcel.</p> <p>In accordance with Black Diamond Municipal Code, section 19.24.070, this appeal is being brought forth to the City Council in order to hold a closed record hearing, as required under the code, and make a final decision in order to guide staff on this matter.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to dismiss appeal			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
April 23, 2009	Public Hearing Continued to May 7 Council Meeting		
May 7, 2009			

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-595, authorizing the Mayor to accept grant funds from King Conservation District for Lake Sawyer Boat Launch	Agenda Date: May 7, 2009		AB09-049
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$30,000	Court – Kaaren Woods		
Fund Source: Grant	Natural Resources/Parks - Aaron Nix	X	
Timeline: Ongoing. Completion summer '09.			
Attachments: Resolution No. 09-595, Contract			
<p>SUMMARY STATEMENT:</p> <p>Staff applied for and obtained approval from the King Conservation District for a grant in the amount of \$30,000 to be utilized towards improvements at the Lake Sawyer Boat Launch facility.</p> <p>Staff is looking for authorization from the Black Diamond City Council in order to allow the Mayor to accept these grant funds within the criteria established by the grant application and the agreement included as Attachment A with the Resolution.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution 09-595, accepting grant funds from King Conservation District in the amount of \$30,000 for Lake Sawyer Boat Launch Improvements.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 7, 2009			

RESOLUTION NO. 09-595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT GRANT FUNDS FROM THE KING CONSERVATION DISTRICT IN THE AMOUNT OF \$30,000 TO BE USED TOWARDS COMPLETING A LOW-IMPACT DEVELOPMENT PARKING LOT IMPROVEMENT PROJECT AND FINISHING THE DESIGN TO UPGRADE THE LAKE SAWYER BOAT LAUNCH FACILITY

WHEREAS, the City has been moving forward with a design for upgrading the Lake Sawyer Boat Launch Facility and is currently under contract with Anchor Environmental, LLC to complete the design work; and

WHEREAS, the City of Black Diamond applied for and was awarded a grant in the amount of \$30,000 from the King Conservation District for a low-impact development parking project and the completion of the design work at the boat launch facility;

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

Section 1. The Mayor is hereby authorized to accept grant money, in the amount of \$30,000 from the King Conservation District in the agreement attached hereto as Exhibit A and by reference incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MAY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

Copy 1 of 2

**AGREEMENT FOR AWARD OF KING CONSERVATION DISTRICT
MEMBER JURISDICTION & WRIA FORUM GRANT
Green-Duwamish-CPS Watershed Forum (WRIA 9)
City of Black Diamond**

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 935 Powell Ave. SW, Renton, WA 98055 (referred to herein as "District"), and the City of Black Diamond, a municipal corporation in King County, Washington, located at 24301 Roberts Drive, Black Diamond, WA 98010 (referred to herein as "Recipient"), for the purposes set forth herein.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, certain Watershed Forums were established in King County and through the voluntary association of agencies and entities situated within the particular watershed basins or areas (i.e., Snoqualmie Watershed Forum; Cedar/Lake Washington/Sammamish Watershed Forum; Green/Duwamish/Central Puget Sound Watershed Forum) for the purpose of addressing and responding to environmental needs within their respective watershed basins and in the region by cooperative efforts; and

1.5 Whereas, the Watershed Forums include representatives of jurisdictions that are located within or have a major interest in the management of Water Resources Inventory Areas (WRIA) 7, 8 and 9; and

1.6 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW, the District's policies and procedures for awarding grants and the funding principles established by King County's Regional Water Quality Committee; and

1.7 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of Thirty Thousand Dollars (\$30,000.00) from Black Diamond 2005-2008 Assessment Funds (\$7,000) and WRIA 9 2007 Assessment Funds (\$23,000). Grant funds shall be used by Recipient solely for the performance of the work described in **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

SECTION 3. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties

contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

DISTRICT:

By _____

Name _____

Title _____

Date _____

Approved as to Form:

DISTRICT LEGAL COUNSEL:

By Eric Frimodt

Name Eric Frimodt

Date 4/2/09

RECIPIENT:

By _____

Name _____

Title _____

Date _____

Approved as to Form:

RECIPIENT'S ATTORNEY:

By _____

Name _____

Date _____

Exhibit A



Member Jurisdiction & WRIA Forum Grant Application

Project Title: Lake Sawyer Boat Launch Access/Habitat Improvement Project	
Applicant: City of Black Diamond, WA	Contact: Aaron C. Nix
Principal Partners (if any): King County Department of Executive Services/Facilities Management Division Washington State Recreation and Conservation Office (RCO)	Title: Natural Resources/Parks Director Address: 24301 Roberts Drive Black Diamond, WA 98010
Total Project Cost: \$121,891	
WRIA Funding: <input checked="" type="checkbox"/> Jurisdiction Funding: <input checked="" type="checkbox"/>	
KCD Funding Requested: \$23,000 (WRIA 9 Funds)/\$7,000 (KCD Jurisdiction Fund)	Phone: 360.886.2560 x220
Project Start Date: 8/08	Fax: 360.886.2592
Project End Date: 9/09	E-mail: anix@ci.blackdiamond.wa.us

1. **Project Description** – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Consider the following in the answer to this question: *what pressing need will be addressed by the project or what promising opportunity will be capitalized on? Who or what will benefit or be positively and negatively affected?*

Our project contains two elements, under one project title. For the purposes of this grant, the City would like to utilize KCD funds in order to help improve habitat for a section of waterfront along Lake Sawyer (both via engineering design services as well as an on the ground project slated for Fall '09) and fund a low-impact pilot project where the City, King County and KCD will help to pay for the installation of pervious pavers in a small section of the facility that is currently graveled.

2. **Natural Resource Improvement Actions** – describe how the project will address a minimum of one of the natural resource improvement actions described on page 1 of the application instructions. Consider the following in your answer to this question: *What natural resources will be improved? What are the known needs, gaps or deficits that will be addressed? What are the known benefits to soil, water, air, plants, fish and wildlife, landowners?*

Education and Outreach

Lake Sawyer is a fairly urbanized lake in southeast King County. Significant work is occurring in educating the residents of Lake Sawyer on the benefits of good stewardship practices around the lake, and the impacts of bulk-heading and other human activity on the water quality and habitat within the lake. As well as the opportunity to volunteer in helping improve the boat

launch facility (Phase I), the completed project will serve as an opportunity for users to identify appropriate shoreline activities as well as learn about proper shoreline design that allows for both human interaction and serves as habitat for fish, animals, bugs, etc. A crucial component to the final design of the project will include informational kiosks as well as signs that will explain why the work was done and what benefit it is providing. Phase II, which includes upgrading the current launch facility and installing bioengineered armoring in a couple areas along the shoreline, is slated to be completed in late summer 2010.

Pilot and Demonstration Projects – to test and/or improve concepts and/or approaches in natural resource management that can be replicated by others

Specific to the monies being spent for this phase of the project is the utilization of Low-Impact Development techniques as it pertains to road surfacing and the integration of modern storm water detention/water quality treatments. Approximately 1000 square feet of parking area will be upgraded utilizing newer techniques in meeting the challenges associated with this type of design and construction. The City is looking towards pervious pavements and/or brick pavers in order to upgrade this facility. This will be a significant improvement since the current rock surfacing that has been identified as a contributor to phosphorous inputs into the lake. In addition, native vegetation will be planted along the shoreline in order to enhance habitat forming processes in addition to, softer, slope protection techniques that will be completed under the next phase of the project. The hope is to get a jump start on getting the plants and trees growing while the design is completed.

Direct Improvement of Natural Resource Conditions – to improve the landscape and natural resource conditions as a result of direct action

All of what has been described in meeting the previous two natural resource management actions will provide a direct improvement to the natural resources within the project area. Lake Sawyer currently maintains a Total Maximum Daily Load (TMDL) as it pertains to phosphorous within the lake. The parking lot improvements have a direct impact in the reduction of phosphorous within the system. Plants will be installed along the shoreline in order to help bring back these areas as viable habitat for the animals that utilize it.

3. **Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed?*

	Activity Description	Deliverables	Timeline
1.	Design	Completed, final plans, specifications and budget	June '09
2.	Fence relocation	100 lineal feet installed	May '09
3.	Parking area construction	1000 square feet installed	May '09
4.	Lake front revegetation	2000 lineal feet	Fall '09

4. **Effectiveness** (see page 2 of application instructions for definition) – describe how the project will effectively implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *Why is the primary applicant the best entity to deliver the proposed program/service/intervention? What is the*

capacity of the primary applicant to deliver the proposed program/service/intervention? What tools, services and partners will be brought to bear?

The City has been hiring new staff in preparation of significant development. This new development could potentially increase the population, threefold, in the next 15 years. Additional staff, including a Planning, Public Works and Parks/Natural Resources Director has been hired in order to help the City maintain its vision for the future. Paramount to this vision is a strong commitment to protecting the natural environment as it has been, historically, a major component to the quality of life in Black Diamond. The importance of this project to the constituents of Black Diamond as well as others that utilize and enjoy Lake Sawyer cannot be over-emphasized. In addition to the direct benefit to the natural resource, this project will serve as an example and reminder of effective natural resource management for the resource, thus, benefiting the entire area for generations to come.

5. **Efficiency** (see page 2 of application instructions for definition) – describe how the project will efficiently implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *How will the proposed program/service/ intervention engage in conjunction with related efforts? How does your strategy best leverage resources?*

As discussed previously, the City has built relationships with other agencies in gaining support and financial resources for this project. This momentum continues to build as staff is working hard to ensure public participation for the entirety of the project. This project will serve as an excellent opportunity to educate the residents of Black Diamond, especially homeowners around the lake on the benefits of proper land stewardship practices around the lake. These relationships will be essential for City staff as we begin work on updating the City's Shoreline Master Program, slated to begin later this year.

6. **Equity** (see page 2 of application instructions for definition) – describe how the project will equitably implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *In what part of the District will the proposed program/service/intervention occur? Who are the target audience and what demographic section of the community will be affected?*

This project lies within the southeast corner of King County at the edge of the Urban Growth Area. Although Black Diamond has not seen significant development in the past 10+ years, this will be changing soon as new development has moved into the area and the City is expected to grow threefold in the next several years. These new citizens will benefit from the improvements being proposed. Immediately, the target audience for this project will be homeowners around Lake Sawyer, but due to use of this facility, the entire region will be exposed to the benefits of LID and shoreline revegetation.

7. **Evaluation of Intended Results** – describe the evaluation mechanisms you will use to track, document, and report that the project has achieved the intended results described in questions 1-3.

We have established a budget for this project that outlines our limits. The City fully intends to stay within these guidelines and will submit the relevant paper work in order to keep the district informed of our progress and the required final report. The City fully expects that as a

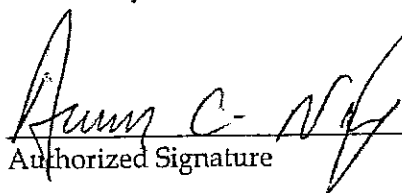
requirement for this project, monitoring and maintenance of the new plantings will be required for at least 3 years after planting and the City must assure a 90% survival rate of the new plantings. The City is willing to submit annual reports to the conservation district as well as other permitting agencies in order to fulfill this requirement.

8. Project Budget & Expenses

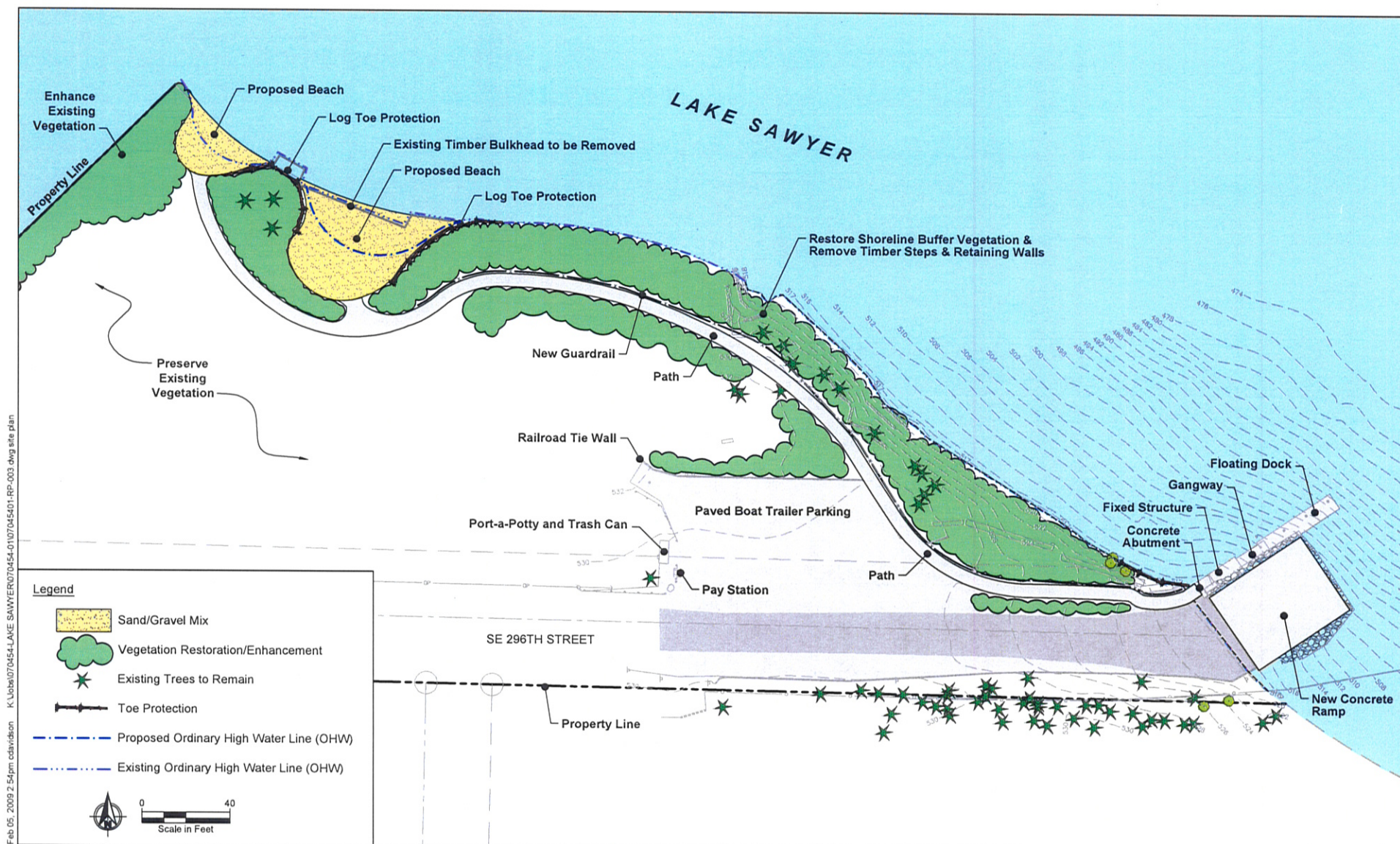
Budget Item	KCD WRIA-9 Funds/KCD Jurisdiction Fund(\$23,000/\$7,000)	Other Funds (King County Parks)	Other Funds (City of Black Diamond)	Total
Salaries and Benefits				
Travel/Meals/Mileage				
Office/Field Supplies	\$5,000 (Plants/Mulch)			\$5,000
Contracted/Professional Services	\$10,000 Shoreline Design \$15,000 LID Improvements	\$50,000	\$41,891	\$116,891
Land Acquisition				
Permits				
Other (specify)				
Other (specify)				
Other (specify)				
TOTAL	\$30,000	\$50,000	\$41,891	\$121,891

9. KCD Acknowledgement - describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see page 3 of application instructions for requirements).

The City of Black Diamond intends to establish a comprehensive sign system for all its open space and park facilities. Particular to this project, are the partnerships that have developed with King County, the Washington State Recreation and Conservation Office and others. The City is integrating signage into the final design for the boat launch facility in order to acknowledge these partnerships. Additionally, the City intends to publish information within its monthly newsletter and on its website.


Authorized Signature

2/25/09
Date



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance No. 09-906, giving the Mayor authority to deviate from established fees where appropriate	Agenda Date: May 7, 2009		AB09-050
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst City Attorney – Tom Guilfoil	X	
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Community Devel. – Steve Pilcher		
Timeline: 2009	Natural Resources – Aaron Nix		
Attachments: Ordinance 09-906			
SUMMARY STATEMENT: <p>By law, fees charged to recover city administrative costs must reflect actual costs incurred by the city. For most types of services, 10% of a contract or item cost is an accepted amount that generally reflects the costs to a city of administering the contract or providing the service. However, where a contract is especially large or for other reasons, 10% can be significantly more or less than the city's actual costs. In such cases, this amount is unreasonable. The current municipal code does not authorize any deviation from the amounts listed on the official fee schedule. The proposed ordinance would allow the Mayor, or his or her designee, to deviate from the fee schedule where the actual costs to the city are likely to be at least 10% more, or less, than the fee listed on the schedule. This change will not affect the City's ability to require deposits prior to providing services.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-906, updating the City's official fee schedule to clarify authority of the Mayor to deviate from established fees where appropriate.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 7, 2009			

Ordinance No. 09-906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING THE CITY'S OFFICIAL FEE SCHEDULE TO CLARIFY AUTHORITY OF THE MAYOR TO DEVIATE FROM THE ESTABLISHED FEES WHERE APPROPRIATE

WHEREAS, because of its small population and modest commercial base, the City of Black Diamond has limited revenues and needs to recover the costs to the City of providing review, oversight, and other services to the public; and

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, although these fees are calculated to reflect actual city costs, occasionally the city may determine that the actual costs for providing a particular service are significantly less or significantly more than the amount indicated on the fee schedule; in such situations, it is necessary to be able to impose a fee that accurately reflects real costs; and

WHEREAS, to enable the City to adjust the fees in a specific situation, it is necessary to give the Mayor or his designee the power to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND DO ORDAIN AS FOLLOWS:

Section 1. A new section 2.62.025 is hereby added to the Black Diamond municipal code, to read as follows:

2.62.025 Deviations from fee schedule—When authorized—Deposits.

When, in the judgment of the Mayor, or his or her designee, the actual costs to the city of providing a service in a particular situation are likely to be significantly less, or significantly more, than a particular fee amount indicated on the fee schedule, the Mayor or his or her designee shall be authorized to impose a fee that reflects the expected costs to the city of providing the service. For the purposes of this section, “significant” shall mean a situation where the actual costs are expected to vary from the amount indicated on the fee schedule by greater than ten percent. Where the city’s expected costs for providing any service are expected to be significantly higher than the amount shown on the fee schedule, the Mayor or his or her designee may require a deposit of twenty

percent of the expected cost prior to providing the service. Nothing in this section shall prohibit the city from requiring deposits for other city services as indicated on the fee schedule, or for requiring payment in full prior to providing any services.

Section 6. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 7. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the 7th day of May, 2009.

Passed by a majority of the City Council at a meeting held on the 7th day of May, 2009.

Mayor Howard Botts

Attest:

Brenda Streepy, City Clerk

APPROVED AS TO FORM:

City Attorney

Published: _____

Posted: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-596, Amending the City's official fee schedule	Agenda Date: May 7, 2009		AB09-051
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil	X	
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Community Devel. – Steve Pilcher		
Timeline: 2009	Natural Resources – Aaron Nix		
Attachments: Resolution 09-596; Exhibit A Proposed General Fee Schedule; Exhibit B Resolution 09-581 and Current Fee Schedule			
SUMMARY STATEMENT: <p>Because of the limited financial resources of the City of Black Diamond, recovering actual costs incurred to provide staff services are very important. However, the City is legally required to establish fees that reflect actual costs. After reviewing the current fee schedule, the City Administrator and city staff have determined that a standard fee of 10% better reflects actual city administrative costs. The city will continue to be able to require a deposit prior to performing for certain types of administrative work. A few specific fees have also been adjusted to reflect current actual costs. Areas where the fee schedule has been changed are highlighted.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-596, updating the City's official fee schedule.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 7, 2009			

Resolution No. 09-596

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING
THE CITY'S OFFICIAL FEE SCHEDULE TO AMEND CERTAIN
FEES**

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule needs to be updated from time to time to ensure that the fees charged for services reflect the city's cost to provide these services; and

WHEREAS, city staff have reviewed the actual administrative costs usually incurred by the city in providing certain types of services, and determined that a reduction in the administrative fee for these services is necessary and appropriate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY RESOLVES AS FOLLOWS:

Section 1. The City's official fee schedule, previously adopted by resolution number 09-581, and shown in attached Exhibit B, is hereby amended as shown in attached Exhibit A, both of which are incorporated by reference to this Resolution. Areas where the fee schedule has been changed are highlighted.

RESOLVED this 7th day of May, 2009.

CITY OF BLACK DIAMOND

Mayor Howard Botts

ATTESTED BY:

Brenda Streepy, City Clerk

DATE OF PASSAGE BY THE CITY COUNCIL: _____

DATE OF FILING WITH THE CITY CLERK: _____

2009 FEE SCHEDULE
Proposed 05-07-09

EXHIBIT A

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring (Per Contract)		
Electronic Monitoring (Police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

2009 FEE SCHEDULE
Proposed 05-07-09

EXHIBIT A

STREETS	DESCRIPTION	FEE
FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs plus 10%
Street Signs Charge	Sign Purchase	Actual costs plus 10%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
LIFELINE UTILITY RELIEF RATE	City water, sewer and stormwater only (excluding KC Metro and Soos Creek rates)	50%
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

2009 FEE SCHEDULE
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EXHIBIT A

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 10%
VARIOUS SEWER CHARGES		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial,	
	Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
PW Plan Review		
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Permit	Permit Fee	\$190.00
	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$300.00
Commercial/Multi-Family and Short Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$1,370.00
Long Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
ALL UTILITY EMERGENCY CALL OUT CHARGES		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

2009 FEE SCHEDULE
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EXHIBIT A

CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00
		or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Application Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	\$10,000.00
	Time Extension	\$1,000.00
Final Long Plat	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Binding Site Plan	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Application Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential Application Fee	\$300.00
	Others Non-Residential	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Application Fee	\$5,000.00
	Per Unit Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Development	Application Fee	\$25,000.00
	Deposit	\$75,000.00

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EXHIBIT A

Annexation Fees	Deposit	\$10,000.00
	10% Notice of Intent	\$1,000.00
	60% Petition	\$5,000.00
Conditional Use/Special Use Permit	Application Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Application Fee	\$250.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit (Non-Single Family Only)	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Application Fee	\$100.00
Shorelines Substantial	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential Application Fee	\$1,000.00
	Deposit	\$2,000.00
	Commercial Application Fee	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Application Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Application Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Additional fee per required study	\$250.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$500.00
Appeal on Land Use/Sensitive Areas	Appeal Fee	\$500.00
Environmental Impact Statement	City Preparation Time Charged	Consultant plus 10%
	Deposit	\$75,000.00

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EXHIBIT A

Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extension	\$240.00
	(not to exceed 12 total months)	
	All Others-Permit for first 6 months	\$300.00
	1 six month extension	\$400.00
	(not to exceed 12 total months)	
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 10%
Tree Permit	Level I	\$250.00
	Level II	\$500.00
Reasonable Use Exception	Application Fee	\$300.00
Sensitive Areas Permit	Application Fee	\$600.00
	Deposit	\$1,000.00
Sensitive Areas Utility Exception	Application Fee	\$750.00
	Deposit	\$1,500.00
Mobile Homes Landing	Landing Permit	Refer to BDMC 18.56.030d
Public Notice Boards	Cost per each required sign	\$100.00
CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$75.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$77.00
Deputy Finance Director	Per Hour	\$60.00
Senior Accountant	Per Hour	\$25.00
Community Devel. Director	Per Hour	\$60.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consult. or Contractors		Per Contract + 10%
Contract Administration		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

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EXHIBIT A

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant **costs plus 10%**

Deposits and costs will be tracked on a monthly basis. If the costs exceed the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
BUILDING APPLICATION FEES		
Building Valuation Chart	Project Valuation determines permit fee	See page 10
New Single Family Res. Review	Deposit	Plan Check Fee (65% permit fee)
Building- addition, repair, alteration (including decks & out-blds)	Deposit	Plan Check Fee (65% permit fee)
Commercial/Multi-family Bldg.	Deposit	Plan Check Fee (65% permit fee)
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Plumbing Fee List	Flat fee plus fixture fee	See page 11
Mechanical Fee List	Flat fee plus fixture fee	See page 12 and page 13
Fire Sprinkler/Alarm System	permit fee	\$120.00
Fire Sprinkler/Alarm System Review	plan review & inspection fee	per contract + 10%
Driveway (stand alone)	expansion & new	\$200.00
Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
BUSINESS LICENSE		
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	Feb 1 - 28, 2009	\$10.00
	Mar 1 - 31, 2009	\$20.00
	April 1 -30, 2009	\$30.00
	May 1 and after	Double Renewal Fee

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SPECIAL LICENSES	DESCRIPTION	FEE
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00
MISC. FEES/PLAN COPIES	DESCRIPTION	FEE
Photocopying	Per Page	\$0.15
Duplication Audio Tapes CD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee/Credit Card Denial		\$35.00
Return Check Fee plus Door Hanger		
For Utility Payments		\$45.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00

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EXHIBIT A

Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
Temporary Sign		\$5.00

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$ 1.00 TO \$500.00	\$23.50 \$26.00
\$501.00 TO \$2,000.00	\$23.50 \$26.00 for the first \$500.00 plus \$3.05 \$3.35 for each additional \$100.00, or fraction thereof.
\$2,001.00 TO \$25,000.00	\$69.25 \$76.20 for the first \$2,000.00 plus \$14.00 \$15.40 for each additional \$1,000.00, or fraction
\$25,001.00 TO \$50,000.00	\$391.25 \$430.40 for the first \$25,000.00 plus \$10.10 \$11.10 for each additional \$1,000.00, or fraction
\$50,001.00 TO \$100,000.00	\$643.75 \$708.20 for the first \$50,000.00 plus \$7.00 \$7.70 for each additional \$1,000.00, or fraction
\$100,001.00 TO \$500,000.00	\$993.75 \$1093.20 for the first \$100,000.00 plus \$5.60 \$6.15 for each additional \$1,000.00, or fraction
\$500,001.00 TO \$1,000,000.00	\$3,233.00 \$3556.30 for the first \$500,000.00 plus \$4.75 \$5.25 for each additional \$1,000.00, or
\$1,000,001.00 AND UP	\$5608.75 \$6169.65 for the first \$1,000,000.00 plus \$3.65 \$4.05 for each additional \$1,000.00, or
Other Inspections and Fees: <ol style="list-style-type: none"> Inspections outside of normal business hours \$119.03 \$100.00 per hour' (Minimum charge - two hours) Re-Inspection fees\$104.15 \$75.00 per assessment' Inspections for which no fee is specifically indicated \$104.15 \$75.00 per hour' (Minimum charge - one hour) Additional plan review due to additions or revisions to plans.....\$104.15 \$84.00 per hour' (Minimum charge - one hour) Additional plan review due to Deferred Submittals \$104.15 \$84.00 per hour' (Minimum charge - 1 hour) For use outside consultants for plan checking and Inspections or both Actual cost + 20% Plan review shall be 65% of the permit fee when required, <p>Public Improvement Projects Fee Waiver. The city administrator may, in his discretion, waive any or all of the required under the International Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.</p>	

'Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

PLUMBING PERMIT FEES

Permit Issuance	Current	Proposed
1. For issuing each permit	\$20.00	\$22.00
2. For issuing each supplemental permit	\$10.00	\$11.00

Unit Fee Schedule (note the following do not include permit-issuing fee):

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$7.00	\$8.00
2. For each building sewer and each trailer park sewer	\$15.00	\$17.00
3. Rainwater systems - per drain (inside building)	\$7.00	\$8.00
4. For each water heater and/or vent	\$7.00	\$8.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$7.00	\$8.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$7.00	\$8.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$7.00	\$8.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$7.00	\$8.00
9. For atmospheric-type vacuum breakers not included in item 12:		
1 to 5	\$5.00	\$6.00
over 5, each	\$1.00	\$1.00
10. For each backflow protective device other than atmospheric type vacuum breakers:		
2 inch (51 mm) diameter and smaller	\$15.00	\$17.00
over 2 inch (51 mm) diameter	\$40.00	\$44.00
11. For initial installation and testing for a reclaimed water system	\$30.00	\$33.00
12. For each annual cross-connection testing of a reclaimed water system (excluding	\$30.00	\$33.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$50.00	\$55.00
14. For each additional medical gas inlet(s)/outlet(s)	\$5.00	\$6.00
15. Spa & Hot Tubs	\$60.00	Fixtures count + \$84.00/hr plan review
16. Swimming Pool	\$250.00	Fixtures count + \$84.00/hr plan review

Other Inspections and Fees:

1. Inspections outside of normal business hours	\$47.00	\$84.00 *
2. Re-inspection fee	\$47.00	\$84.00 *
3. Inspections for which no fee is specifically indicated	\$47.00	\$84.00 *
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$47.00	\$84.00 *

*Building Official Contract fee + 20%

MECHANICAL PERMIT FEES

Permit Issuance and Heaters:

	Current	Proposed
1. For issuing each permit	\$23.50	\$26.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$7.25	\$8.00

Unit Fee Schedule (Note: the following do not include permit-issuing fee):

1. Furnaces

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$14.80	\$16.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$18.20	\$20.00
For the installation or relocation of each floor furnace, including vent	\$14.80	\$16.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$14.80	\$16.00

2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25	\$8.00
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3. Repairs or Additions

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70	\$15.00
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4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$14.70	\$16.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$37.25	\$41.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$55.45	\$61.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$92.65	\$102.00

5. Air Handlers

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$10.65	\$12.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10	\$20.00
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6. Evaporative Cooler

For each evaporative cooler other than a portable type	\$10.65	\$12.00
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7. Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$7.25	\$8.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65	\$12.00
For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$10.65	\$12.00

8. Incinerators

For the installation or relocation of each domestic-type incinerator	\$14.50	\$16.00
For the installation or relocation of each commercial or industrial type incinerator	\$14.50	\$16.00

9. Gas Piping

Gas piping systems 1-5 outlets		\$15.00
For each additional gas outlet over 5		\$2.00

10. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$10.65	\$12.00
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Other Inspections and Fees:

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$47.50	\$84.00 *
2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$47.50	\$84.00 *
3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$47.50	\$84.00 *

*Building Official Contract fee + 20%

**PUBLIC WORKS
PLAN REVIEW PERMIT FEES**

Clear, Grade and Fill - Plan Review & Permit Fees

Plan Review Fee	
Clearing Only	\$70.00
0-50 Cubic Yards	\$130.00
51-100 Cubic Yards	\$240.00
101-1,000 Cubic Yards	\$510.00
1,001-10,000 Cubic Yards	\$760.00
10,001-100,000 Cubic Yards	\$1,000.00
100,001 Cubic Yards and up	\$1,240.00
Permit Fee	\$190.00
Inspection Fee	3% of the total cost of the project

Civil Plan - Commercial/Multi-family/Short Plat Projects

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review Fee	
Engineering Permit Fee	\$300.00
Inspection Fee	3% of the total cost of the project
As-Built Review Fee	\$200.00
Engineering Alternative Methods Request (per item)	\$250.00

Civil Plan - Long Plat Projects

	\$470.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
Engineering Plan Review fee	
Engineering Permit Fee	\$1,370.00
Inspection Fee	3% of the total cost of the project

*Note 1: Hourly rates will be charged using the current billable rates of City Staff found on page 6 of the fee schedule

Resolution No. 09-581

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON, UPDATING
THE CITY'S OFFICIAL FEE SCHEDULE TO MAKE
HOUSEKEEPING CORRECTIONS AND UPDATE FEES RELATED
TO MASTER PLANNED DEVELOPMENT APPLICATIONS.**

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that shall specify the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule needs to be updated from time to time to ensure that the fees charged for services reflect the city's cost to provide these services; and


WHEREAS, city staff have reviewed the costs associated with processing a master planned development application and determined that the changes being proposed to the city's official fee schedule are necessary and appropriate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY RESOLVES AS FOLLOWS:

Section 1. The City's official fee schedule, previously adopted by resolution number 08-532, and shown in attached Exhibit B, is hereby amended as shown in attached Exhibit A, both of which are incorporated by reference to this Resolution. The areas of the fee schedule where amendments have been made are highlighted for ease of comparison.

RESOLVED this 26th day of February, 2009

CITY OF BLACK DIAMOND


Mayor Howard Botts

ATTESTED BY:


Brenda Streepy, City Clerk

DATE OF PASSAGE BY THE CITY COUNCIL: 2-26-09

DATE OF FILING WITH THE CITY CLERK: 2-26-09

2008 FEE SCHEDULE
Adopted 08-07-08

EXHIBIT "A" TO RESOLUTION 09-581 (Proposed changes to fee schedule)

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Charge	Current IRS Rate
	within 20 mile radius	\$25.00
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service	\$0.505/Per Mile as of 01/01/08	Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.25
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.25 per page
Photographs		
Copies	each	\$0.25
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

2008 FEE SCHEDULE
Adopted 08-07-08

STREETS	DESCRIPTION	FEE
FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 20%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs + 20%
Street Signs Charge	Sign Purchase	Actual costs plus 20%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 20%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Capital Surcharge	Per month, per unit	\$2.30
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

2008 FEE SCHEDULE
Adopted 08-07-08

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 20%
VARIOUS SEWER CHARGES		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial,	
	Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to	Deposit	\$1,000.00
Sewer System		
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
ALL UTILITY EMERGENCY CALL OUT CHARGES		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 20%
CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 20%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 20%

2008 FEE SCHEDULE
Adopted 08-07-08

Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00
		or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Permit Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	10,000.00
Binding Site Plan	Permit Fee	1,500.00
Final Long Plat	Permit Fee	\$1,500.00
Five Lots plus	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Permit Fee	\$750.00
Four Lots or less	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Long Plat Extensions	1 Year Extensions	\$1,000.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Permit Fee	\$5,000.00
	Per Lot Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Application	Application Fee	\$25,000.00
	Deposit	\$75,000.00
Annexation	Deposit	\$10,000.00
Annexation Filing Fee	Less than 50% developed	\$1,000.00
	More Than 50% developed	None
Conditional Use/Special Use Permit	Permit Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Permit Fee	\$500.00
	Deposit	\$1,000.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Permit Fee	\$100.00

2008 FEE SCHEDULE
Adopted 08-07-08

Shorelines Substantial	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Permit Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential	\$1,000.00
	Deposit	\$2,000.00
	Commercial	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Permit Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$300.00
Appeal on Land Use	Appeal Fee	\$500.00
Environmental Impact Statem.	City Review Time Charged	Consultant + 20%
	Deposit	\$75,000.00
Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention	\$240.00
	(not to exceed 12 total months)	
	All Others-Permit for first 6 months	\$300.00
	1 six month extention	\$400.00
	(not to exceed 12 total months)	
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 20%
TREE PERMIT	LEVEL I	\$250.00
	LEVEL II	\$500.00
Mobile Homes Landing	Landing Permit	Refer to 18.56.030d in Muni code
Livability Inspection	Deposit	\$100.00
	First Hour on site	\$50.00
	Each Hour Thereafter	\$30.00

2008 FEE SCHEDULE
Adopted 08-07-08

CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$93.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$60.00
Deputy Finance Director	Per Hour	\$61.00
Senior Accountant	Per Hour	\$25.00
Community Devel. Director	Per Hour	\$70.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources/Parks Director	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 20%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$95.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 20%
City Attorney		Per Contract + 20%
Landscape Architect		Per Contract + 20%
Consultant Planner		Per Contract + 20%
Other Consult. or Contractors		Per Contract + 20%
Contract Administration		Per Contract + 20%
Hearing Examiner		Per Contract + 20%

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits and applications.

Deposits that are listed on the Fee Schedule are required to be paid in addition to Application Fees or applicable Permit Fees at the time of application.

The deposit shall be used to pay for actual staff cost, engineering, and /or other professional consultant costs plus 20%

Deposits and costs will be tracked on a monthly basis. If the unused amount from the original deposit appears insufficient to cover remaining necessary work, or if the costs exceed the deposit, an additional deposit may be required and an invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code

2008 FEE SCHEDULE
Adopted 08-07-08

BUILDING APPLICATION FEES		
New Single Family Res. Review	Deposit	\$400.00
Building- addition, repair, alteration	including decks & out-bldgs	\$120.00
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Fire Sprinkler/Alarm System		\$120.00
Driveway (stand alone)	expansion & new	\$200.00
Spa & Hot Tubs		\$60.00
Swimming Pool		\$250.00
Commercial Bldg.	Deposit	Plan Check Fee
Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
BUSINESS LICENSE	DESCRIPTION	FEE
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	1- 30 Days	\$10.00
	31-60 Days	\$20.00
	61-90 Days	\$30.00
SPECIAL LICENSES	DESCRIPTION	FEE
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stand	Permit	\$100.00
	Removal Bond	\$750.00

2008 FEE SCHEDULE
Adopted 08-07-08

MISC. FEES/PLAN COPIES	DESCRIPTION	FEE
Photocopying	Per Page	\$0.25
Duplication Audio Tapes/CD's	Per Tape/CD	\$10.00
Notary Public Work		\$10.00
Return Check Fee		\$35.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00
Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Fees	Per King County Chapter 27	King County Fees + 20% or
	Clearing and Grading Fees	Professional Service Fees + 20%

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-597, authorizing the Mayor to execute a contract with Seattle-King County Health Department for reimbursement of Emergency Medical Services for 2009	Agenda Date: May 7, 2009		AB09-052
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Rick Luther		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller	X	
	Public Works – Dan Dal Santo		
	Police – Chief Luther		
	Court – Kaaren Woods		
Commander Kiblinger			
Cost Impact:			
Fund Source: King County EMS			
Timeline:			
Attachments: Resolution No. 09-597, Contract			
SUMMARY STATEMENT: Seattle-King County Department of Public Health (a.k.a. Public Health-Seattle & King County) has set aside \$53,104 to help offset the costs of Black Diamond’s Emergency Medical Services for 2009. Authorization is requested to have the Mayor sign the contract agreement for the funds for 2009.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution 09-597, authorizing the Mayor to sign a contract with Seattle & King County for reimbursement to Black Diamond of \$53,104 for EMS services for 2009.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 7, 2009			

RESOLUTION NO. 09-597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH PUBLIC HEALTH - SEATTLE AND KING
COUNTY FOR BASIC LIFE SUPPORT SERVICES
REIMBURSEMENT FOR EMERGENCY MEDICAL
SERVICES

WHEREAS, the City is authorized by Chapter 39.04 RCW to enter into agreements with other governmental jurisdictions;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to sign an agreement with Public Health-Seattle and King County for Basic Life Support Services reimbursement for Emergency Medical Services, substantially in the form attached as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 7th day of May, 2009.

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

Public Health

Seattle & King County



King County Contract No. D39300D
Federal Taxpayer ID No. _____

This form is available in alternate formats for people with disabilities upon request.

KING COUNTY CONTRACT FOR Basic Life Support Services

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/Emergency Medical Services	
Contractor	City of Black Diamond	
Project Title	Basic Life Support Services	
Contract Period	Start date: January 1, 2009 December 31, 2013	End date:

THIS CONTRACT is entered into by KING COUNTY (the “County”), and City of Black Diamond (the “Contractor”), whose address is PO Box 599, Black Diamond, WA 98010.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCE	FUNDING LEVELS	EFFECTIVE DATES
REAL PROPERTY TAXES-CURRENT	\$53,104.00	1/1/2009 to 12/31/2009
	To be determined	1/1/2010 to 12/31/2010
	To be determined	1/1/2011 to 12/31/2011
	To be determined	1/1/2012 to 12/31/2012
	To be determined	1/1/2013 to 12/31/2013

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the Annual Budgets of the Contract Period.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Mission, Method, and Expectations
- Exhibit E: Certificate of Insurance and Additional Insured Endorsement

II. Term and Termination

- A. This Contract shall commence on January 1, 2009, and shall terminate on December 31, 2013, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

- B. This Contract may be terminated by the either party without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.
- C. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- E. The Contractor may terminate this Contract upon seven (7) days written notice, should the County commit any material breach of this Contract.
- F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:

Upon receipt and approval of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B. The Contractor may bill up to the full amount of the annual amendment at any time during the specified amendment year if it can certify and document that its total expenditures have equaled or exceeded the full amount of the amendment.

- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 45 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The contract may contain

separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

- E. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.
 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. **Debarment and Suspension Certification**

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI. **Maintenance of Records/Evaluations and Inspections**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any mutually agreeable time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- C. Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- F. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- G. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- H. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Contractor

- 1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by law.
- 2. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by CFR Title 45, Section 164, Subpart C.
- 3. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract.
- 4. The Contractor agrees to report to King County Public Health Compliance Office any use or disclosure of protected health information not allowed under this Contract, or security incident, within two (2) days of the Contractor's knowledge of such event.
- 5. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor

on behalf of King County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

6. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.
9. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from King County, or created or received by the Contractor on behalf of King County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

VIII. Audits

- A. If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of \$500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.
- B. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide

copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.

- C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.
- D. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. Dispute Resolution

- A. The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.
- B. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a non-binding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. Any costs of the dispute board shall be split evenly between the two parties. The dispute board shall timely review the facts, Contract terms and applicable law and rules, and make its determination. Provided that each party and the dispute board act in a timely manner, the parties

agree not to seek legal or equitable relief in the courts until the dispute board renders its determination. Thereafter, either party may seek legal or equitable relief in the courts.

XI. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.
- C. The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees,

officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

B. Minimum Scope and Limits of Insurance

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Coverage shall be at least as broad as:

1. Commercial General Liability:

Insurance Services Office form number (CG 00 01 current edition or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**.

Minimum Limit: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Minimum Limit: \$1,000,000 per claim and in the aggregate.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the Contractor shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01 current edition or its equivalent) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

Minimum Limit: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

Minimum Limit: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability:

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

Minimum Limit: \$1,000,000

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies (Except Workers Compensation and Professional/Errors and Omissions)

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. (CG 2010 11/85 or its equivalent)
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.
- b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Municipal or State Contractor Provisions

If the Contractor is a Municipal Corporation or a Contractor of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. Insurance for Subcontractors

If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. All Coverages and Requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

XIII. Assignment/Subcontracting

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include Sections III.D, IV, V, VI, VII, VIII, XI, XII, XIV, XV, and XXI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:
"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination.

XV. Nondiscrimination in Subcontracting Practices

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the Contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age,

nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

- C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.
- D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which the Contractor may be subject to damages and sanctions provided for by Contract and by applicable law.

XVI. Conflict of Interest

- A. The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former county employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a county action in which the former county employee participated during county employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVII. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the **County and/or federal/state government**.
- B. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- C. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

- D. The County will provide property tags so Contractor can mark property. The Contractor shall admit County staff to the Contractor's premises for the purpose of confirming property has been marked with County property tags. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XVIII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XIX. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XX. King County Recycled Product Procurement Policy

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXI. Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXII. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXIII. Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIV. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the

County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXV. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXVI. Applicable Law

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

City of Black Diamond

FOR

King County Executive

Signature

Date

NAME (Please type or print)

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

PHSKC Contract # D39300D - Basic Life Support Services

Exhibit A – SCOPE OF WORK

KING COUNTY EMERGENCY MEDICAL SERVICES

Basic Life Support Standards

Agencies shall comply with the following standards in order to be eligible for basic life support services funding from King County. Failure to comply with the standards adopted by King County pursuant to Chapter 2.26 of the King County Code or by the County Medical Program Director pursuant to Chapter 18.73 RCW, shall be sufficient grounds for notification, remediation, and possible termination of funding.

Review and modifications of BLS standards may be conducted on an annual basis. Proposed changes will be submitted to the Emergency Medical Services Advisory Committee and local provider agencies for advisory comment prior to implementation.

- I. **Personnel:** All emergency medical services personnel supported directly by King County funds must be certified as Emergency Medical Technicians as defined by RCW 18.73. Basic EMT training standards have been established by King County Emergency Medical Services.
- II. **Continuing Medical Education:** EMTs will remain certified as required by WAC 246-976. Continuing Education and proficiency standards will be set by King County Emergency Medical Services and the Medical Program Director. Agencies must report completion of education and skill proficiency updates to King County Emergency Medical Services in an agree upon summary format.
- III. **Medical Standards:** Each agency providing emergency medical services shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the Medical Program Director pursuant to RCW 18.73 and 18.71, and Chapter 2.26 of the King County Code. Standards of medical care are delineated in the King County EMS training curriculum approved by the Washington State Department of Health, "Patient Care Guidelines for Basic Life Support", and in the 1996, 1997, 1998, 1999, and 2000 Competency Based Training (CBT) modules. Additional CBT modules will continue to be issued annually. CBT modules may also be offered by the EMS Division electronically via Internet access.
 - a. **Scope of Practice:** Evaluation and treatment activities by EMTs from provider agencies **not** described in the standards of medical care are deemed outside the scope of practice. Changes or additions to this scope of practice will be issued periodically by the Medical Program Director.
 - b. **Record Keeping and Record Submission:** The Medical Incident Report Form (MIRF) must be completed as soon as possible following an incident. These reports should then be submitted to King County Emergency Medical Services, either electronically or by mail, within 30 days from the date the incident occurred. Agencies will be responsible for retention of copies of the reports.

- c. **Transportation Policy:** Each provider will be responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. Such policy should provide for transportation based upon determinants of transport need, including medical necessity, mitigating circumstances, and provider budget.

The decision to transport a patient seen by BLS personnel will be determined by the patient's medical condition as described in the Basic EMT core curriculum and any mitigating circumstances. The mode of transport will be consistent with the patient's medical condition and provide humane, efficient and expedient care. Transport destinations should be consistent with the State Trauma System Activation Guidelines.

- d. **King County Medical Quality Assurance/Quality Improvement Programs:** Each BLS provider will agree to participate in a King County Medical Quality Assurance/Quality Improvement program. This program will be developed by King County EMS Division, with the assistance of the EMS Advisory Committee and BLS providers. Elements of this program include: 1) run review by clerical and provider personnel to ensure completeness, 2) run review by a reviewer (local paramedic or personnel from within the organization for medical appropriateness and compliance with King County Emergency Medical Services standards, 3) case follow up and discussion conducted by the run review personnel, and 4) paramedic involvement in CBT Training.
- e. **Patient Confidentiality:** Information concerning the evaluation and treatment of a patient by BLS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient or his/her court-appointed representative completes and signs an Authorization for Release of Information form.

IV. **Equipment**

- a. All vehicles used to deliver emergency medical services must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing.
- b. Medical equipment used by personnel supported funds must meet appropriate federal or state standards or county protocols.

V. **Mutual Aid Agreements:** Each public agency providing basic life support services shall have written mutual aid agreement or similar arrangements in effect.

VI. **Proposed Research and Evaluation Activities:** Any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds must receive prior review and written

approval by the Medical Program Director and the King County Emergency Medical Services Division Manager and must be in compliance with State, County and local regulations and laws.

- VII. **Performance Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, the EMS Division – with the assistance of the EMS Advisory Committee and the Financial Staff Team – shall develop mechanisms for improved performance oversight by the EMS system and elected officials. Performance indicators will be established and reviewed by King County EMS and reported by the EMS Division to each BLS agency and in public presentations. Mitigation activities will be initiated with local providers if needed.

Reports will be distributed to provider agencies on a regular basis. Standards for each provider will be monitored in the following major areas: total call volume, average response time for code red calls, percent of response times greater than or equal to 4, 6, 8, and 10 minutes, out-of-service times, number of transports and mode of transport. Additional performance indicators may be added, with the assistance of the EMS Advisory Committee and the Financial Staff Team.

- VIII. **Financial Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, indicators shall be developed which improve financial oversight by the EMS system and elected officials. The EMS Division, in conjunction with the EMS Advisory Committee and the Financial Staff Team, shall develop reporting financial reporting measures that will include, but may not be limited to:

- a. Selection, development, and tracking of system costs.
- b. A standard costing system for reporting dollar expenditures for BLS activities.
- c. Funding allocation mechanism.

EMERGENCY MEDICAL SERVICES FUNDS
2009 PROPOSED BUDGET - BASIC LIFE SUPPORT SERVICES

Exhibit B
Contract # D39300D

Agency Name: City of Black Diamond, Washington

Contact Person: May Miller Title: Finance Director

Address: PQ Box 599, Black Diamond, Washington 98010 Phone: 253-631-0351

BUDGET CATEGORY

Amount Requested
for BLS

Salaries & Benefits:

EMT salaries	
Other Salaries	\$ 53,104.00
Overtime	
<i>Subtotal Salaries:</i>	\$ 53,104.00
<i>Subtotal Employee Benefits:</i>	
<i>Subtotal Employee Salaries & Benefits:</i>	\$ 53,104.00

Other Costs:

Medical Supplies & Equipment	
Office & Computer Supplies & Equipment	
Uniforms, Fire & Safety Supplies	
Dispatch	
Communications	
Vehicle Maintenance	
Facility Costs	
Training	
Misc.	
<i>Subtotal Other Costs:</i>	\$ -

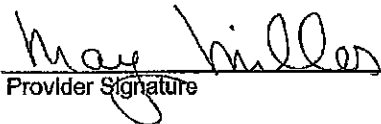
<i>Total Operational Costs</i>	\$ 53,104.00
---------------------------------------	---------------------

Capital Costs

<i>Subtotal Capital Costs</i>	
<i>Subtotal Operational & Capital</i>	\$ 53,104.00

Reserves (saved or used):

GRAND TOTAL:	\$ 53,104.00
---------------------	---------------------



Provider Signature

May Miller

Date

March 16, 2009

Exhibit C
Basic Life Support Services Invoice Form

Fire District/Dept. or City of Black Diamond, WA Contract # D39300D Invoice Date 5-7-2009
Address PO Box 599 City Black Diamond, WA Zip Code 98010

Budget Category *	Item	Expenditures	Expenditures To Date	Budget for Period	Balance Unexpended
	Salaries	53,104 -	53,104 -	2009	- 0 -
Grand Total		53,104 -	53,104 -	2009	- 0 -

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the County of King, and that I am authorized to authenticate and certify to said claim.

Signature

Title

Date

* Indicate supplies, equipment, salaries and support services.

EXHIBIT D

Mission, Method, and Expectations Public Health Program Activities Provided by Community Partners

A. Mission

- The overall mission of Public Health – Seattle & King County is to provide public health services that promote health and prevent disease to King County residents, in order to achieve and sustain healthy people and healthy communities.

B. Method

- One of the key methods that Public Health – Seattle & King County uses to support this mission and extend the reach of public health program activities is to engage in contractual partnerships with community based organizations. This partnering activity increases access to needed and mandated health services, and enables community partner agencies and the people they serve to benefit from service models that are informed by sound public health principles and practices. Community partner organizations, with the support of funds provided through this contractual relationship, extend Public Health's activities to promote population health, according to goals and outcomes determined under state and national performance standards.

C. Expectations

- Public Health expects that its community based contracting partners will perform contracted health services in accordance with the goals, performance measures, and accountability methods that are outlined in the program-specific exhibits that accompany this contract.
- Public Health will provide professional and technical assistance to community partner organization program staff in order to support the development and maintenance of strong and effective program services.
- Public Health and community partner organizations will collaborate in developing and performing program evaluation activities that will measure the effectiveness of program efforts, including efforts to measure the impact of program activities on the health status of residents of King County.

CITIES INSURANCE ASSOCIATION OF WASHINGTON

EXHIBIT E

CERTIFICATE OF INSURANCE

ISSUE DATE 9/1/2008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874 PHONE (425) 482-6767 FAX (425) 482-2777	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY AUTOMOBILE LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY PROPERTY ST PAUL FIRE & MARINE INSURANCE COMPANY CRIME / PUBLIC EMPLOYEE DISHONESTY ST PAUL FIRE & MARINE INSURANCE COMPANY
INSURED CITY OF BLACK DIAMOND A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON P.O. BOX 599 25510 LAWSON ST. BLACK DIAMOND, WA 98010	

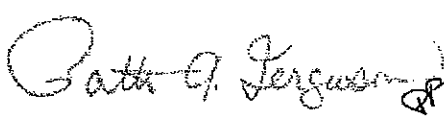
COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY				
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	GP06302090	9/1/2008	9/1/2009	GENERAL AGGREGATE \$20,000,000 PERSONAL & ADV INJURY \$10,000,000 EACH OCCURRENCE \$10,000,000 ANNUAL POOL AGGREGATE \$50,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
AUTOMOBILE LIABILITY				
ANY AUTO	GP06302090	9/1/2008	9/1/2009	COMBINED SINGLE LIMIT \$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
PROPERTY				
	GP06302090	9/1/2008	9/1/2009	\$100,000,000 LIMIT \$500,000,000 ANNUAL POOL AGGREGATE
CRIME / PUBLIC EMPLOYEE DISHONESTY				
	GP06302090	9/1/2008	9/1/2009	\$1,000,000 EACH OCCURRENCE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS				
WITH REGARD TO CONTRACT D38188D-BASIC LIFE SUPPORT SERVICES, KING COUNTY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED, WITH RESPECT TO THE ABOVE REFERENCED CONTRACT ONLY, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. ADDITIONAL INSURED ENDORSEMENT ATTACHED.				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER PUBLIC HEALTH-SEATTLE & KING COUNTY CONTRACT, PROCUREMENT AND REAL ESTATES SERVICES 401-5TH AVE. SUITE 1300 SEATTLE, WA 98104 ATTN: JEFF BROWN	AUTHORIZED REPRESENTATIVE  Patti A. Ferguson
---	--

**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR
INSURANCE.**

This endorsement changes your Public Entity Liability Protection
Pooling Groups – Excess of Self-Insured Retention.

How Coverage is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Additional protected person when required by a written contract for insurance.

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

Written contract for insurance means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

NAME OF INSURED	Policy Number	Processing Date	Effective Date
Cities Insurance Association of Washington	GP06302090	8/20/2008	09/01/2008

PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR
INSURANCE.

This endorsement changes your Public Entity Liability Protection
Pooling Groups – Excess of Self-Insured Retention.

the bodily injury or property damage happens, or the personal injury or
advertising injury offense is committed.

Additional protected person may also be called an additional insured in the written
contract for insurance.

We explain the term your work and your completed work in the Products and completed
work total limit section.

Other Terms

All other terms of your policy remain the same.

Cities Insurance Association of Washington	Policy Number GP06302090	Processing Date 8/20/2008	Expiration Date 09/01/2009
40502 Ed. 1-80 Printed in U.S.A.			Customized Form
©St. Paul Fire and Marine Insurance Co. 1980			Page 2 of 2

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-598, establishing Council Rules and Procedures	Agenda Date: May 7, 2009		AB09-053
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts	X	
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Memorandum; Resolution No. 09-598, Redlined version of Council Rules and Procedures and Exhibit A – Council Rules and Procedures			
SUMMARY STATEMENT: <p>The Revised Code of Washington provides for open meetings of the City Council at which reasonable opportunity shall be given for citizens to be heard under such rules as the Council may provide. The Rules of Procedure establish guidelines to be followed by all persons attending a City Council meeting, including members of the City Council, administrative staff, news, media, and visitors.</p> <p>A Council Workstudy was held on April 9 to discuss the proposed rules and procedures and those changes requested have been incorporated into the document.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-598, establishing and adopting Council Rules and Procedures.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 7, 2009			

MEMORANDUM

VSI LAW GROUP, PLLC

To: Mayor Botts; Councilmembers; City Administrator Voelpel
From: Tom Guilfoil, Assistant City Attorney
Date: May 5, 2009
Re: PROPOSED UPDATES TO CITY COUNCIL RULES OF PROCEDURE

Mayor Botts and City Councilmembers:

Attached is a copy of the updated Rules of Procedure for the Black Diamond City Council. These proposed Rules were reviewed by the Council in a study session on April 9, 2009 and suggested changes made at that meeting have been incorporated into this draft.

For reference, the following changes have been made from the previous draft:

- Section 9.7 (page 16): The rule allowing voting by proxy was amended to require the Councilmember who is voting by proxy to be contacted if there are any substantive changes to the measure being voted on.
- Section 11.1 (page 17): Both sides in a quasi-judicial hearing or appeal are now given equal time to argue their case and present rebuttal.
- Section 15.3 (page 20): The language was clarified to only require that every Councilmember be provided with copies of information requested from staff by a single Councilmember if the information is intended to be presented at a Council meeting.

These changes have been highlighted for your convenience.

These Rules are intended to provide a consistent framework for the conduct of Council meetings and to assist the Council when procedural questions arise. However, ultimately the Council is in control of its own meetings and can generally make the rules under which it wishes to run its meetings. If there is something in these proposed Rules that the Council would rather do differently, please do not hesitate to ask the City Attorney. He will let you know whether a particular way of doing something is required by law.

RESOLUTION NO. 09-598

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ESTABLISHING RULES OF PROCEDURE FOR COUNCIL
MEETINGS**

WHEREAS, RCW 35A.12.120 requires the City Council to determine its own rules and order of business; and

WHEREAS, the City Council of the City of Black Diamond finds that establishing written rules for conducting council meetings will allow for the expeditious processing of City business, while assuring that adequate opportunity is given for public input prior to the time that a decision is made on any agenda;

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

Section 1. The City Council of the City of Black Diamond hereby establishes and adopts Council Rules and Procedures in substantially the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MAY, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

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RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

Deleted: ¶

SECTION 1 - AUTHORITY

1.1 Pursuant to RCW 35A.12.120, the Black Diamond City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall take effect upon adoption by resolution of the Council and until such time as they are amended or new rules are adopted in the manner provided for by these rules.

1.1.1 Duties and authority of the mayor (RCW 35A 12.100). The Mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. The Mayor shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of city government and all city interests. All official bonds and bonds of contractors with the city shall be submitted to the mayor or such person as he may designate for approval or disapproval. The Mayor shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed, and to this end he may cause any legal proceedings to be instituted and prosecuted in the name of the city, subject to approval by majority vote of all members of the council. The Mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for payment of money. The Mayor shall report to the council concerning the affairs of the city and its financial and other needs, and shall make recommendations for council consideration and action. The Mayor shall prepare and submit to the council a proposed budget, as required by chapter 35A.33 RCW. The Mayor shall have the power to veto ordinances passed by the council and submitted to him as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote. The Mayor shall be the official and ceremonial head of the city and shall represent the city on ceremonial occasions, except that when illness or other duties prevent the Mayor's attendance at an official function and no Mayor pro tempore has been appointed by the council, a member of the council or some other suitable person may be designated by the Mayor to represent the city on such occasion.

SECTION 2 - COUNCIL MEETINGS

- 2.1 Meetings shall be open to public. All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30 (the Open Public Meetings Act). Pursuant to RCW 42.30.040, no person at the meeting shall be required to register or provide other information, to complete a questionnaire, or otherwise comply with any other conditions as a precondition to be allowed to attend. However, any person wishing to address the Council or otherwise present information to the Council during a Council meeting may be requested to register and identify themselves and their home address. Persons who disrupt a meeting of the Council may lose the right to be present for the remainder of the meeting. See Section 2.12.
- 2.2 Agenda. The City Clerk shall be responsible for preparing agendas for all City Council meetings that specify the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and/or his/her designee.
- 2.3 Minutes. The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law. No changes shall be made to minutes except by motion approved by a majority of the Council at a properly noticed meeting.
- 2.4 Schedule of Regular Meetings. In accordance with Section 2.04.010 of the Municipal Code, the regular meetings of the City Council shall held on the first and third Thursdays of every month at 7:00 p.m. in the City Hall Council Chambers located at 25510 Lawson Street, Black Diamond, Washington. The regular meeting location may be changed by a majority vote of the City Council.
- 2.5 Quorum required. A quorum shall be required to transact Council business. The presence of three (3) or more Councilmembers who are also eligible to vote at a council meeting shall constitute a quorum.
- 2.6 Holidays. Should a scheduled Council meeting fall on a legal holiday, the meeting shall be canceled or rescheduled to another day by a simple majority vote of the Council.
- 2.7 Study Sessions. Study sessions, or meetings to review upcoming and pertinent business of the City, may be scheduled as special meetings of the Council subject to the same notification procedures set forth below for special meetings.

- 2.8 Special Meetings. In accordance with RCW 35A.12.110, a special meeting of the City Council may be called by the Mayor or at the request of any three (3) Councilmembers by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting.
- 2.9 Emergency Meetings. In accordance with RCW 42.30.070, if, by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, the Mayor or other presiding officer of the Council may provide for a meeting site other than the regular meeting site and the public meeting notice requirements shall be suspended during the emergency.
- 2.10 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, the Mayor, the City Administrator, the City Attorney and staff members and/or consultants authorized to attend by the Mayor. Other persons and members of the public are prohibited from attendance, pursuant to RCW 42.30.030 and 42.30.110.
- Executive sessions may be held before or after regular Council meetings, Special Council meetings, or Council Study Sessions. In addition, the Council may retire to hold an executive session during one of these meetings. When this occurs, the portions of the meeting that are not part of the executive session shall continue to be open to the general public. Prior to convening an executive session, the Mayor or other presiding officer shall make an announcement that an executive session is being held and informing the public when the executive session shall end, provided, the ending time of an executive session may be extended by announcement of the Mayor or other presiding officer. Executive sessions may only be called to consider such matters as permitted by state law, as set forth in RCW 42.30.110.
- 2.11 Cancellation of Meetings. Meetings may be canceled by a majority vote of the Council and upon proper notice given by the City Clerk.
- 2.12 Disruption of meetings. Pursuant to RCW 42.30.050, should any Council meeting be interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, such person or persons causing the interruption may be ordered removed from the meeting and prohibited from returning to attend the remainder of the meeting. If necessary to restore order, the Council may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the Councilmembers present. In such a session, final disposition may be taken only on matters that appear on the agenda. The Council shall allow any members of the public or representatives of the media who were not participating in the disturbance to attend any session that follows the disturbance, except an executive session, provided that the Council is not prohibited from establishing a

procedure for readmitting individuals who were not responsible for disturbing the orderly conduct of the meeting.

SECTION 3 - REGULAR COUNCIL MEETING ORDER OF BUSINESS

- 3.1 Preparation of Council Agenda. All items to be included on the agenda for consideration at a Council meeting should be submitted to the City Clerk in full no later than 10:00 a.m. on the Thursday preceding each regular Council meeting. At the discretion of the Council, items added to the agenda after that time may be declined to be considered by the Council until a future council meeting. The City Clerk shall then prepare a proposed agenda for approval by the Council. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

The agenda of a Regular City Council meeting shall be as follows:

- 3.2 Call to Order. The Mayor or other presiding officer shall call the meeting to order.
- 3.3 Flag Salute. The Mayor or other presiding officer shall lead the flag salute. However, the Mayor or other presiding officer may designate a Councilmember or other person to lead the flag salute.
- 3.4 Roll Call. The City Clerk will call the roll. Should less than a quorum be present at the time of roll call, any Councilmember present may, upon belief that late arrival of one or more Councilmembers will enable a quorum to be created, make a motion that the Council meeting be recessed for up to one hour; should a quorum still be lacking at the end of the recess period, the meeting shall be adjourned. As authorized under RCW 42.30.090, the City Clerk may adjourn the meeting if all Councilmembers are absent.
- 3.5 Public Comments. Members of the audience may comment on any matter related to City business during the Public Comment period. *See Section 10.*

At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council.

- 3.6 Public Hearings and Appeals. Individuals may comment on public hearing and appeal items. However, when the Council is considering a closed record appeal, the Council shall only consider arguments that are limited to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be presented to the Council or added to the record. The Mayor or other Presiding Officer shall state the public hearing and/or appeal procedures before each hearing. No person may testify more than once. Comments are limited to five

(5) minutes per person or ten (10) minutes if the person is representing a group. However, a group may only have one designated spokesperson.

3.7 Quasi-judicial hearings. Quasi-judicial hearings are limited to one (1) hour and fifteen (15) minutes per hearing, as follows: 15 minutes for staff report; 15 minutes for applicant presentation; 15 minutes for proponent testimony; 15 minutes for opponent testimony; 5 minutes for applicant rebuttal; 10 minutes for questions and decision by Council. *See Section 11 for complete details.*

3.8 Appointments, Announcements, Proclamations and Presentations.

3.8.1 *Appointments.* Individuals appointed by the Mayor to hold positions within City government may require confirmation by the Council. Persons appointed by the Mayor or other Presiding Officer to serve on various committees, boards and commissions shall require confirmation by the Council. Where confirmation is required, the vote of the Council may be preceded by discussion in executive session. *See Sections 16 and 17.*

3.8.2 *Announcements.* An announcement is a brief statement that informs the public of an event or happening of general interest. However, it cannot be a statement regarding a subject prohibited under section 3.8.5.

3.8.3 *Proclamations.* A proclamation is an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity or special interest group which has had a major city-wide impact. The Mayor will read the proclamation and may invite guests to speak on the topic for no more than five (5) minutes.

3.8.4 *Presentations.* Any person(s) or organization wishing to make a presentation to the Council must first submit a completed "Request to be on Council Agenda Form" with the City Clerk. The request should be made at least two weeks prior to the intended Council date. The Mayor or his/her designee will determine if the proposed presentation is approved and will notify the applicant of the selected meeting date. If the presentation is not approved, the Mayor or his/her designee will notify the applicant of the decision and the reason(s) for the decision. Presentations will not last more than five (5) minutes in length.

3.8.5 *Prohibited topics.* No person may use this time to address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may use this time to address the Council for the purpose of advertising any item, service, or product for profit or otherwise.

- 3.9 Agenda Modifications. The Mayor or other Presiding Officer shall announce any changes to the Council's published agenda.
- 3.10 Unfinished Business. Unfinished business consists of subjects discussed by the Council at a previous regular or special meeting and which have been placed on the agenda for additional discussion or resolution.
- 3.11 New Business, Ordinances and Resolutions.

3.11.1 *New business.* New business shall mean topics or issues, other than ordinances and resolutions, that have not previously been before the City Council for discussion or other action.

3.11.2 *Ordinances.* All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared or presented to the Council unless requested by two members of the Council, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All ordinances shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer prior to a vote being called. A motion and a second are required to bring an ordinance to a vote. Any Councilmember may request a full reading of the text of a proposed ordinance prior to the vote on its adoption. It shall not require a second to the request for a full reading of an ordinance. It is further provided, however, that the requirement for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the council meeting.

Discussion and debate by the City Council on ordinances will be held prior to the vote on an ordinance. Prior to voting on passage of an ordinance, the Council may decide by majority vote to amend the ordinance or may direct staff to review the proposed ordinance and make a report to the Council.

An ordinance must be adopted by a majority vote of a quorum of the City Council, provided that adoption of any ordinance that grants or revokes a franchise or license shall require the affirmative vote of at least a majority of the whole membership of the Council, and provided that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

Following enactment of an ordinance, either the full text of the ordinance or a summary shall be published in the first possible edition in the City's

designated official newspaper. An ordinance becomes effective five (5) days after publication unless otherwise specified in the ordinance or as required by law.

- 3.11.3 *Resolutions.* Resolutions may be prepared or presented to the Council at the request of two Councilmembers, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All resolutions shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer prior to a vote being called on their passage, provided that any Councilmember may, upon request, have a full reading of the text of a proposed resolution prior to the vote on its passage. A request for a full reading of a resolution need not be seconded. However, it is further provided that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the Council meeting.

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Prior to voting on passage of a resolution, the Council may decide by majority vote to amend the resolution or direct staff to review the proposed resolution and make a report to the Council.

A resolution must be passed by a majority vote of a quorum of the Council; if passed, it becomes effective immediately.

- 3.12 Department Reports. Department Directors may report on action and activities of their respective departments.
- 3.13 Mayor's Report. The Mayor may report on significant activities since the last regular meeting, inquire on matters of general City business, or initiate investigation or action on a matter of concern.
- 3.14 Councilmember Reports. Councilmembers may report on Council Committee discussions or other significant activities since the last regular meeting, or on matters of general City business, or may initiate investigation or action on a matter of concern.
- 3.15 City Attorney Report. The City Attorney may report on legally significant events or activities since the last meeting.
- 3.16 Public Comments. Members of the audience may request to comment on any issue discussed during the Council meeting. Comments will be allowed subject to the time limits and other restrictions in Section 10.

- 3.17 Consent Agenda. Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. Items on the Consent Agenda include but are not limited to the following:
- a. Approval of minutes.
 - b. Fixing dates for public hearings and appeals.
 - c. Approval of claims, vouchers and payroll, bid awards and contracts.
 - d. Approval of property as surplus.
 - e. Authorization of grant applications.
 - f. Approval of interlocal agreements.
 - g. Other items designated by the City Council.
- 3.18 Executive Session. Pursuant to RCW 42.30.110, executive sessions are closed to the general public. See *Section 2.10*.
- 3.19 Adjournment. With no further business to come before the Council, the Mayor or other Presiding Officer may adjourn the meeting.
- 3.20 Recess. The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.

SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS

- 4.1 Excused absence. Councilmembers shall inform the Mayor or City Clerk in advance if the Councilmember will be unable to attend, or will be late to attend, any Council meeting. The Mayor or other Presiding Officer shall then announce during roll call that the Councilmember will be absent or late. Any absence following prior notice to the Mayor or City Clerk shall be noted in the minutes as an excused absence. Absence at a scheduled Council meeting due to sudden illness or emergency shall be noted in the minutes as an excused absence due to illness or emergency.
- 4.2 Excessive absence shall create vacancy. Pursuant to RCW 35A.12.060, a Councilmember's position shall be deemed vacant if that Councilmember has three (3) consecutive unexcused absences from Regular Council meetings.

SECTION 5 - PRESIDING OFFICER

5.1 Who shall act as Presiding Officer.

5.1.1 The Mayor shall act as Presiding Officer at all meetings of the Council unless absent; in the absence of the Mayor, the Mayor Pro Tem will act as Presiding Officer. If both the Mayor and Mayor Pro Tem are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem. See Section 12.

5.2 Duties of Presiding Officer.

5.2.1 Preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct.

5.2.2 Observe and enforce all rules adopted by the Council.

5.2.3 Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.

5.2.4 Recognize Councilmembers in the order in which they request the floor, and give every Councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the Presiding Officer may allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion.

5.2.5 Impose a time limit for the handling of each agenda item, pursuant to the rules set out in these Rules of Procedure.

5.3 Reordering items on Agenda. Without the necessity of any vote thereon, Presiding Officer may present matters before the Council for discussion, consideration and voting in a different order than they appear in the agenda when matters on the agenda are able to be placed under more than one classification or category.

5.4 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, the Mayor shall not use a Council meeting as an occasion to express an opinion regarding a candidate for public office or a ballot measure, provided that the Mayor may, at his or her discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Mayor clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City

Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

SECTION 6 - COUNCILMEMBERS

- 6.1 Remarks. Councilmembers desiring to speak shall address the Presiding Officer and, when recognized, shall confine their remarks to matters currently under discussion, provided that a Councilmember may move to have a different matter considered by the Council, subject to these Rules of Procedure.
- 6.2 Questioning. Any member of the Council, including the Presiding Officer, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being questioned.
- 6.3 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, Councilmembers shall not use a Council meeting as an occasion to express an opinion regarding a candidate for public office or a ballot measure, provided that a Councilmember may, at their discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Councilmember clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

SECTION 7 - DEBATES

- 7.1 Speaking to the Motion. Councilmembers may speak on the motion at the time the motion is before the Council.
- 7.2 Interruption. No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.1 of these rules.
- 7.3 Courtesy. In the discussion, comments, or debate of any matter or issue, all speakers, including the Presiding Officer and members of the Council, shall be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or make insinuations about

any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks only to those facts which are germane and relevant to the question or matter under discussion.

- 7.4 Violations. If a member of the Council violates these rules on debates, the Presiding Officer shall call such member to order, and the offending member shall be silent except to explain or continue in order. If the Presiding Officer violates these rules on debate or fails to call other members to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other offending member to order, and the person being called to order shall be silent except to explain or continue in order.
- 7.5 Challenge to Ruling. Any member of the Council, including the Presiding Officer, shall have the right to challenge any action or ruling of the Presiding Officer or other member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Robert's Rules. All City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition). If the City Attorney, acting as parliamentarian, determines that a procedural issue is not adequately addressed by Robert's Rules, the Council may handle the issue in any way that the majority of members who are present agrees is appropriate and which, in the opinion of the City Attorney, is not prohibited by law.
- 8.2 Motions.
- 8.2.1 If a motion does not receive a second, it dies.
- 8.2.2 *Matters that do not constitute a motion include:* nominations; withdrawal of motion by the person making the motion; request for a roll call vote; point of order or privilege. Because these matters are not motions, a second is not needed.
- 8.2.3 A Councilmember may abstain from voting on a motion because of a conflict of interest or to preserve the appearance of fairness, but cannot then participate in discussion or argument about the motion. *See Section 9.3.*
- 8.2.4 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as Presiding Officer, shall be allowed to vote to break a tie vote.

- 8.2.5 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.2.6 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.2.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 8.2.8 A “motion to table” is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires an affirmative vote by at least two-thirds of the Council.
- 8.2.9 A “motion to postpone to a certain time” is debatable and amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or may be postponed to a date certain at a future Regular or Special City Council meeting.
- 8.2.10 A “motion to postpone indefinitely” is debatable but not amendable, and may only be reconsidered at the same meeting if it received an affirmative vote.
- 8.2.11 A “motion to call for the question” shall immediately close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds vote. Debate is reopened if the motion fails.
- 8.2.12 A “motion to amend” is a motion to modify the wording of a pending motion before that pending motion is voted upon by the Council, by inserting, adding, striking out, striking out and inserting, or substituting language. A motion to amend must be seconded. However, some motions cannot be amended. See 8.2.13.
- 8.2.13 *Motions that cannot be amended include:* motion to adjourn; motion to lay on the table; motion to take from the table; motion for roll call vote; motion to reconsider; point of order; motion to amend. (A motion to amend an amendment is allowed.)

- 8.2.14 Amendments shall be voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.2.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.2.16 The Mayor, City Attorney or City Clerk shall repeat the motion prior to voting by the Council.
- 8.2.17 The City Clerk shall take a roll call vote, if requested by the Mayor, City Attorney, a Councilmember, or as required by law.
- 8.2.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular City Council meeting.
- 8.2.19 The City Attorney shall act as the Council's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Council meeting.
- 8.2.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council at a Regular or Special City Council meeting.

SECTION 9 - VOTING

- 9.1 Voice vote. In general, voice votes shall be used. Voice votes are a generalized verbal indication by the Council as a whole of "yea or nay" on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness. The Mayor or other Presiding Officer shall announce the outcome of each voice vote immediately thereafter and the result of each vote shall be recorded in the minutes.
- 9.2 Roll call vote. A roll call vote may be requested by the Mayor or by any Councilmember. When a roll call vote has been requested, the Clerk shall call upon each Councilmember and request an individual "yes or no". The Mayor or other Presiding Officer shall announce the result of the vote immediately thereafter and the result of the vote shall be recorded in the minutes.
- 9.3 Abstentions.
- 9.3.1 *Abstention allowed for conflict of interest or appearance of fairness.* It is the responsibility of the Mayor and each Councilmember to vote when

requested on a matter before the full Council. However, the Mayor or a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or to preserve the appearance of fairness. Should the City Attorney indicate that the Mayor or a Councilmember is required to abstain from further participation on an issue, the affected person must abstain except where abstention would result in a lack of a quorum (or lack of a majority vote where required by law). See Section 9.6.

9.3.2 *Notice of intent to abstain required.* Notice of intent to abstain shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Mayor or Councilmember perceives a need to abstain.

9.3.3 *Need to abstain shall be confirmed by City Attorney.* Prior to the time that the Mayor or a Councilmember gives notice of intent to abstain, the affected person shall confer with the City Attorney to determine if abstention is truly required. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter is scheduled to come before the City Council. If that cannot be done, the affected person should advise the City Council that he/she has an "abstention question" that he/she wants to review with the City Attorney. A brief recess should then be taken for that purpose.

9.3.4 *Abstaining member shall advise the Council and end participation.* After conferring with the City Attorney, the Mayor and/or any Councilmember wishing to abstain from a vote because of a conflict of interest or to preserve the appearance of fairness shall so advise the Council, and shall then remove and absent himself/herself from the Council's deliberations and considerations of the motion, and shall have no further participation in the matter.

9.4 Votes by Mayor. Except where prohibited by law, the Mayor, as Presiding Official, shall only vote to break a tie vote of the Council.

9.5 Votes by Councilmember serving as Presiding Officer. Pursuant to RCW 35A.12.110, a Councilmember serving as Presiding Officer in the absence of the Mayor shall have the same rights to vote on matters before the Council as the person would otherwise have as a Councilmember.

9.6 Effect of challenges based on conflict of interest or appearance of fairness.

9.6.1 *If abstention removes quorum or majority.* Should the City Attorney determine that the participation of the Mayor or a Councilmember in

discussion and voting on an issue would be a conflict of interest or appear to violate the appearance of fairness doctrine, or any specific part of Chapter 42.36 RCW, that person shall abstain from further participation unless, as provided by RCW 42.36.090, a challenge to a member or members of the decision-making body would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law; in such cases, any challenged member(s) shall be permitted to fully participate in the proceedings and vote as though the challenge had not occurred, if the member(s) publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

9.6.2 *Refusal to abstain.* Should the Mayor or a Councilmember refuse to abstain from participation and voting on an issue after the City Attorney has determined that abstention is necessary, the challenged person may be disqualified from participating and voting on that issue upon a vote to disqualify that is passed by a majority of the other Councilmembers present who are eligible to vote on the underlying issue.

9.7 Vote by Proxy. Except as prohibited by law, if the Mayor or a Councilmember is eligible to vote on an issue but will be unable to be present to cast the vote, the absent person may arrange for another Councilmember who will be present to vote on behalf of the absent person, *provided*, if the item being voted upon has been substantively amended during the council meeting, a proxy vote shall not be allowed unless the absent Councilmember has been informed of the change to the item and indicated how they wish to vote on the amended item.

SECTION 10 – PUBLIC COMMENTS

10.1 Requesting to speak. During the Public Comment period, members of the audience may comment on any matter related to City business. At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council. Persons addressing the Council who are not specifically scheduled on the agenda will be requested to fill out the speaker sign-in sheet at the City Clerk's desk, then step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks must be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The Presiding Officer may make exceptions to the time restrictions when warranted. *See Section 3.6 for requests to make special presentations to the Council.*

10.2 Time limit. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. The Mayor or other Presiding Officer may

make exceptions to the time restrictions when warranted by special circumstances.

- 10.3 Advertising or promoting political cause is prohibited. No person may address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may address the Council for the purpose of advertising any item, service, or product for profit or otherwise.
- 10.4 Other prohibited remarks. Any person making personal attacks, using hate speech or making slanderous remarks while addressing the Council shall be barred from further participation by the Presiding Officer, unless permission to continue is granted by a majority vote of the Council.

SECTION 11 - PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings. Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include making a record of the evidence considered by the Council and also require the Council to issue specific findings. The following procedures shall apply:
- 11.1.1 The Department Director of the department most affected by the subject matter of the hearing, or said Director's designee, shall present the City's position and findings. City staff shall be available to respond to Council questions.
- 11.1.2 The proponent spokesperson shall speak first and be allowed **fifteen (15) minutes**. The proponent may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
- 11.1.3 The opponent spokesperson shall be allowed **fifteen (15) minutes** for presentation and may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
- 11.1.4 Each side shall then be allowed five **(5) minutes for rebuttal**, with the proponent spokesperson speaking first, followed by the opponent spokesperson. Any time reserved from the speaker's presentation may be added to the five minute limit.
- 11.1.5 The City Clerk shall serve as timekeeper during these hearings.

- 11.1.6 After the proponent and opponent have used their speaking time, ten (10) minutes shall be allowed for the Council to ask further questions of the speakers, who shall be entitled to respond but who must limit their response to the question asked.
- 11.1.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present, provided, only Councilmembers who were present for the earlier portion of the hearing may participate when the hearing resumes. Examples of reasons to allow a recess include, but are not limited to, absence of a necessary party due to illness or emergency; request for additional argument on an issue by a majority vote of the Council; inability to complete the hearing due to circumstances beyond the parties' control, such as power failure or natural disaster.
- 11.1.8 Except as otherwise allowed by law, after the Council has publicly considered the arguments and evidence presented, the Council shall then vote on the issue that was the subject of the hearing.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
 - 11.2.1 The Department Director or designee shall present the issue to the Council and respond to questions.
 - 11.2.2 A person may speak for five (5) minutes. A person may speak for ten (10) minutes if representing a group of two or more. No one may speak for a second time without the approval of the Presiding Officer, and only after everyone who wishes to speak has had an opportunity. The Presiding Officer may, at his or her discretion, make exceptions to the time restrictions when warranted by circumstances.
 - 11.2.3 The City Clerk shall serve as timekeeper during these hearings.
 - 11.3.4 After the speaker has used their allotted time, Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
 - 11.3.5 The hearing will then be closed to public participation and open for discussion among Councilmembers.
 - 11.3.6 The Presiding Officer may request to change or modify the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

- 11.3.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present.

SECTION 12 - MAYOR PRO TEMPORE SELECTION PROCESS

- 12.1 Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor. In the event the Mayor Pro Tempore leaves, the Council shall, by a majority vote, designate one of the remaining Councilmembers as Mayor Pro Tempore.

SECTION 13 – SELECTING A COUNCIL MEMBER PRO TEMPORE OR FILLING A VACANT COUNCIL POSITION

- 13.1 Selecting a Councilmember Pro Tempore. Pursuant to RCW 35A.12.065, in the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the period of absence or disability.
- 13.2 Filling vacant Council position. In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to RCW 42.12. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose.

SECTION 14 - COUNCIL MEETING STAFFING

- 14.1 The City Administrator must attend all meetings of the Council, unless excused, or appoint a designee.
- 14.2 The City Attorney shall attend all meetings of the Council unless excused, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Assistant City Attorney shall attend meetings when the City Attorney has been excused or is unable to attend due to illness or emergency.

- 14.3 It shall be the responsibility of each Department Head to ensure that representatives of their department or other City staff attend as necessary to present a department's agenda items to the Council and answer any questions Councilmembers may have.

SECTION 15 - COUNCIL RELATIONS WITH STAFF

- 15.1 The Mayor, City staff and Councilmembers shall respect the different roles each one plays in a successful City and will always strive to treat each other with courtesy and respect when questions, comments or criticism are expressed in a public meeting.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge the Mayor and City staff as administering the Council's policies.
- 15.3 All written informational material requested of City staff by any individual Councilmember **that the requesting Councilmember then intends to reference or introduce at a Council meeting** shall be submitted or made available to all Councilmembers prior to being referenced or introduced at the meeting, unless other reasons preclude such distribution, in which case the reasons shall be communicated by the requesting Councilmember to the Mayor or designee and such reason provided to all Councilmembers.
- 15.4 Councilmembers shall not attempt to coerce or influence City staff in the administration of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or purchases of City licenses or permits.
- 15.5 Councilmembers shall not attempt to change or interfere with the operating rules and practices of any City department.
- 15.6 No Councilmember shall direct the Mayor or City staff to initiate any action or prepare any report that is significant in nature, or initiate any project or study, without the consent of a majority of the Council.
- 15.7 Individual requests for information can be made directly to Department Directors unless otherwise determined by the Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor.

SECTION 16 - APPOINTMENT BY MAYOR & CONFIRMATION BY CITY COUNCIL – WHEN REQUIRED

- 16.1 Mayor's Power to Appoint. Pursuant to RCW 35A.12.090, The Mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service, provided that in accordance with BDMC 2.08.020, each officer may hire any employee assigned to his or her department.
- 16.2 Confirmation by Council. Pursuant to RCW 35A.12.090, confirmation by the City Council of mayoral appointments of officers and employees is required when the city charter or a city ordinance provides for the confirmation of such appointments; in addition, the City Council may require confirmation of mayoral appointments by the Council whenever the qualifications for the office or position have not been established by the city charter or a city ordinance.

SECTION 17 - COUNCIL COMMITTEES AND CITIZEN ADVISORY BOARDS

- 17.1 Annual confirmation by Council. Annually at its first meeting in January, the City Council shall vote on whether to confirm the Mayor's appointments to the Council Standing Committees. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Councilmembers. The permanent Standing Committees of the City Council and rules are as follows:
- 17.1.1 *Budget/Finance/Human Resources Committee:* This committee considers policies related to fiscal matters for the City notwithstanding the City's operating budget is to be studied before the entire City Council.
- 17.1.2 *Cemetery/Parks Committee:* This committee considers improvements, maintenance, long-range planning and financing and other issues related to the City's cemetery and parks.
- 17.1.3 *Community and Economic Development Committee:* In coordination with the Community Development and Economic Development Departments of the City, this committee considers matters of a non-quasi-judicial nature submitted by the Planning Commission or other groups, agencies or organizations. This committee considers issues related to growth and development, including, but not limited to, planning of the physical, economic, aesthetic and social development of the City, the City's

Comprehensive Plan, zoning code, housing, annexation policies, and code enforcement.

17.1.4 *Public Safety Committee*: This committee considers matters related to human services, police and fire protection, law enforcement, hazardous materials, animal control and emergency management.

17.1.5 *Public Works/Streets Committee*: This committee considers matters related to water, sewer, transportation, transportation plans, and any fiscal issues dealing with streets.

17.1.6 *Surface Water Committee*: This committee considers matters related to the formation and management of a Stormwater Utility, the adoption of a Stormwater Manual and other ancillary surface water concerns.

17.1.7 Committees may forward issues with or without changes to staff recommendations to the City Council. Reports on the activities of the committees may be given under the Council Reports section of the Council agenda.

17.1.8 Matters forwarded from a standing committee to the City Council as a whole will remain at that level unless requested to be returned to committee by a majority of the Council.

17.1.9 Matters may be removed from committee and brought before the Council as a whole by a motion of the Council receiving an affirmative from the majority.

17.2 Ad hoc committees and intergovernmental groups.

17.2.1 The Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider matters that require a special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor shall also appoint Council representatives to intergovernmental councils, boards and committees. Such appointments and their terms shall be communicated to the Council by the Mayor as soon as practical.

17.2.2 Ad hoc council committees shall consider all matters referred to them. The chair of each ad hoc committee shall report the findings of the committee to the City Council. Committees may refer items to the Council with no committee recommendation. Once the committee's findings have

been delivered to the Council, the committee's duties shall be considered complete and the committee terminated, unless specifically re-tasked by the Council.

- 17.3 Advisory boards, committees and commissions. Citizen advisory boards, committees and commissions may be established by ordinance from time to time, and shall consist of citizens appointed pursuant to the establishing ordinance and serving in the capacity and for the purposes indicated in the ordinance; such boards, commissions and committees shall act in an advisory capacity to the City Council.

SECTION 18 - SPEAKING WHEN REPRESENTING THE CITY COUNCIL

- 18.1 An official City position requires a public vote. The City does not have an official position on any issue, whether the issue is political or non-political in nature, unless the City Council has taken a public vote and a majority of a quorum of the Council vote to adopt the position. Failure of a majority of the Council to vote in favor of a position shall not constitute adoption of a contrary position; in such cases the City shall continue to have no official position on the issue.

- 18.2 Personal opinions must be distinguished from City positions on an issue.

18.2.1 *Speaking to persons about issues.* Whenever the Mayor or a Councilmember is speaking to a person or group of persons and the Councilmember expresses an opinion on an issue, whether the issue is political or non-political, the Mayor or Councilmember must clearly state whether the opinion represents the official position of the City of Black Diamond and its City Council, or whether it is only the speaker's personal opinion.

18.2.2 *Speaking on behalf of the City.* If the Mayor or a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Mayor or Councilmember needs to state the official position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the official position of the Council may be expressed only if the speaker clarifies that these statements do not represent the City Council's position.

18.2.3 *Expressing the views of other Councilmembers.* Prior to representing the position of an elected City official on an issue to the media, another government agency, a community organization, or members of the public, the Mayor and Councilmembers must have permission from that elected

official, provided, presenting how another elected official voted in an official public vote of the Council shall not require permission.

SECTION 19 - TRAVEL AUTHORIZATION

- 19.1 The City Council shall only authorize and approve expenditure of city funds to pay for travel-related costs in accordance with Chapters 2.56 and 2.57 of the City of Black Diamond Municipal Code and any administrative policies adopted to implement the provisions of those chapters.

SECTION 20 - CONFIDENTIALITY

- 20.1 In general. The Mayor and Councilmembers must keep confidential any information that has been provided to them by City staff or otherwise becomes known to them during performance of their duties in office, when such information is required to be kept confidential under state or federal law, including but not limited to certain personnel and employment information or certain information regarding pending contracts, and certain information regarding negotiations for the sale or purchase of property. It is the duty of each elected official to consult with the City Attorney should the official have a question about whether any particular information is confidential and may not be released.
- 20.2 Executive sessions. Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Sessions.

City Council Rules of Procedure

Date of Adoption: _____

Resolution No. _____



RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

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RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

SECTION 1 - AUTHORITY

1.1 Pursuant to RCW 35A.12.120, the Black Diamond City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall take effect upon adoption by resolution of the Council and until such time as they are amended or new rules are adopted in the manner provided for by these rules.

1.1.1 Duties and authority of the mayor (RCW 35A 12.100). The Mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. The Mayor shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of city government and all city interests. All official bonds and bonds of contractors with the city shall be submitted to the mayor or such person as he may designate for approval or disapproval. The Mayor shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed, and to this end he may cause any legal proceedings to be instituted and prosecuted in the name of the city, subject to approval by majority vote of all members of the council. The Mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmen with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for payment of money. The Mayor shall report to the council concerning the affairs of the city and its financial and other needs, and shall make recommendations for council consideration and action. The Mayor shall prepare and submit to the council a proposed budget, as required by chapter 35A.33 RCW. The Mayor shall have the power to veto ordinances passed by the council and submitted to him as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote. The Mayor shall be the official and ceremonial head of the city and shall represent the city on ceremonial occasions, except that when illness or other duties prevent the Mayor's attendance at an official function and no Mayor pro tempore has been appointed by the council, a member of the council or some other suitable person may be designated by the Mayor to represent the city on such occasion.

SECTION 2 - COUNCIL MEETINGS

- 2.1 Meetings shall be open to public. All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30 (the Open Public Meetings Act). Pursuant to RCW 42.30.040, no person at the meeting shall be required to register or provide other information, to complete a questionnaire, or otherwise comply with any other conditions as a precondition to be allowed to attend. However, any person wishing to address the Council or otherwise present information to the Council during a Council meeting may be requested to register and identify themselves and their home address. Persons who disrupt a meeting of the Council may lose the right to be present for the remainder of the meeting. *See Section 2.12.*
- 2.2 Agenda. The City Clerk shall be responsible for preparing agendas for all City Council meetings that specify the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and/or his/her designee.
- 2.3 Minutes. The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law. No changes shall be made to minutes except by motion approved by a majority of the Council at a properly noticed meeting.
- 2.4 Schedule of Regular Meetings. In accordance with Section 2.04.010 of the Municipal Code, the regular meetings of the City Council shall held on the first and third Thursdays of every month at 7:00 p.m. in the City Hall Council Chambers located at 25510 Lawson Street, Black Diamond, Washington. The regular meeting location may be changed by a majority vote of the City Council.
- 2.5 Quorum required. A quorum shall be required to transact Council business. The presence of three (3) or more Councilmembers who are also eligible to vote at a council meeting shall constitute a quorum.
- 2.6 Holidays. Should a scheduled Council meeting fall on a legal holiday, the meeting shall be canceled or rescheduled to another day by a simple majority vote of the Council.
- 2.7 Study Sessions. Study sessions, or meetings to review upcoming and pertinent business of the City, may be scheduled as special meetings of the Council subject to the same notification procedures set forth below for special meetings.

- 2.8 Special Meetings. In accordance with RCW 35A.12.110, a special meeting of the City Council may be called by the Mayor or at the request of any three (3) Councilmembers by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting.
- 2.9 Emergency Meetings. In accordance with RCW 42.30.070, if, by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, the Mayor or other presiding officer of the Council may provide for a meeting site other than the regular meeting site and the public meeting notice requirements shall be suspended during the emergency.
- 2.10 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, the Mayor, the City Administrator, the City Attorney and staff members and/or consultants authorized to attend by the Mayor. Other persons and members of the public are prohibited from attendance, pursuant to RCW 42.30.030 and 42.30.110.

Executive sessions may be held before or after regular Council meetings, Special Council meetings, or Council Study Sessions. In addition, the Council may retire to hold an executive session during one of these meetings. When this occurs, the portions of the meeting that are not part of the executive session shall continue to be open to the general public. Prior to convening an executive session, the Mayor or other presiding officer shall make an announcement that an executive session is being held and informing the public when the executive session shall end, provided, the ending time of an executive session may be extended by announcement of the Mayor or other presiding officer. Executive sessions may only be called to consider such matters as permitted by state law, as set forth in RCW 42.30.110.

- 2.11 Cancellation of Meetings. Meetings may be canceled by a majority vote of the Council and upon proper notice given by the City Clerk.
- 2.12 Disruption of meetings. Pursuant to RCW 42.30.050, should any Council meeting be interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, such person or persons causing the interruption may be ordered removed from the meeting and prohibited from returning to attend the remainder of the meeting. If necessary to restore order, the Council may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the Councilmembers present. In such a session, final disposition may be taken only on matters that appear on the agenda. The Council shall allow any members of the public or representatives of the media who were not participating in the disturbance to attend any session that follows the disturbance, except an executive session, provided that the Council is not prohibited from establishing a

procedure for readmitting individuals who were not responsible for disturbing the orderly conduct of the meeting.

SECTION 3 - REGULAR COUNCIL MEETING ORDER OF BUSINESS

- 3.1 Preparation of Council Agenda. All items to be included on the agenda for consideration at a Council meeting should be submitted to the City Clerk in full no later than 10:00 a.m. on the Thursday preceding each regular Council meeting. At the discretion of the Council, items added to the agenda after that time may be declined to be considered by the Council until a future council meeting. The City Clerk shall then prepare a proposed agenda for approval by the Council. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

The agenda of a Regular City Council meeting shall be as follows:

- 3.2 Call to Order. The Mayor or other presiding officer shall call the meeting to order.
- 3.3 Flag Salute. The Mayor or other presiding officer shall lead the flag salute. However, the Mayor or other presiding officer may designate a Councilmember or other person to lead the flag salute.
- 3.4 Roll Call. The City Clerk will call the roll. Should less than a quorum be present at the time of roll call, any Councilmember present may, upon belief that late arrival of one or more Councilmembers will enable a quorum to be created, make a motion that the Council meeting be recessed for up to one hour; should a quorum still be lacking at the end of the recess period, the meeting shall be adjourned. As authorized under RCW 42.30.090, the City Clerk may adjourn the meeting if all Councilmembers are absent.
- 3.5 Public Comments. Members of the audience may comment on any matter related to City business during the Public Comment period. *See Section 10.*

At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council.

- 3.6 Public Hearings and Appeals. Individuals may comment on public hearing and appeal items. However, when the Council is considering a closed record appeal, the Council shall only consider arguments that are limited to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be presented to the Council or added to the record. The Mayor or other Presiding Officer shall state the public hearing and/or appeal procedures before each hearing. No person may testify more than once. Comments are limited to five

(5) minutes per person or ten (10) minutes if the person is representing a group. However, a group may only have one designated spokesperson.

- 3.7 Quasi-judicial hearings. Quasi-judicial hearings are limited to one (1) hour and fifteen (15) minutes per hearing, as follows: 15 minutes for staff report; 15 minutes for applicant presentation; 15 minutes for proponent testimony; 15 minutes for opponent testimony; 5 minutes for applicant rebuttal; 10 minutes for questions and decision by Council. *See Section 11 for complete details.*

3.8 Appointments, Announcements, Proclamations and Presentations.

3.8.1 *Appointments.* Individuals appointed by the Mayor to hold positions within City government may require confirmation by the Council. Persons appointed by the Mayor or other Presiding Officer to serve on various committees, boards and commissions shall require confirmation by the Council. Where confirmation is required, the vote of the Council may be preceded by discussion in executive session. *See Sections 16 and 17.*

3.8.2 *Announcements.* An announcement is a brief statement that informs the public of an event or happening of general interest. However, it cannot be a statement regarding a subject prohibited under section 3.8.5.

3.8.3 *Proclamations.* A proclamation is an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity or special interest group which has had a major city-wide impact. The Mayor will read the proclamation and may invite guests to speak on the topic for no more than five (5) minutes.

3.8.4 *Presentations.* Any person(s) or organization wishing to make a presentation to the Council must first submit a completed "Request to be on Council Agenda Form" with the City Clerk. The request should be made at least two weeks prior to the intended Council date. The Mayor or his/her designee will determine if the proposed presentation is approved and will notify the applicant of the selected meeting date. If the presentation is not approved, the Mayor or his/her designee will notify the applicant of the decision and the reason(s) for the decision. Presentations will not last more than five (5) minutes in length.

3.8.5 *Prohibited topics.* No person may use this time to address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may use this time to address the Council for the purpose of advertising any item, service, or product for profit or otherwise.

- 3.9 Agenda Modifications. The Mayor or other Presiding Officer shall announce any changes to the Council's published agenda.
- 3.10 Unfinished Business. Unfinished business consists of subjects discussed by the Council at a previous regular or special meeting and which have been placed on the agenda for additional discussion or resolution.
- 3.11 New Business, Ordinances and Resolutions.
- 3.11.1 *New business.* New business shall mean topics or issues, other than ordinances and resolutions, that have not previously been before the City Council for discussion or other action.
- 3.11.2 *Ordinances.* All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared or presented to the Council unless requested by two members of the Council, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All ordinances shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer prior to a vote being called. A motion and a second are required to bring an ordinance to a vote. Any Councilmember may request a full reading of the text of a proposed ordinance prior to the vote on its adoption. It shall not require a second to the request for a full reading of an ordinance. It is further provided, however, that the requirement for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the council meeting.

Discussion and debate by the City Council on ordinances will be held prior to the vote on an ordinance. Prior to voting on passage of an ordinance, the Council may decide by majority vote to amend the ordinance or may direct staff to review the proposed ordinance and make a report to the Council.

An ordinance must be adopted by a majority vote of a quorum of the City Council, provided that adoption of any ordinance that grants or revokes a franchise or license shall require the affirmative vote of at least a majority of the whole membership of the Council, and provided that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

Following enactment of an ordinance, either the full text of the ordinance or a summary shall be published in the first possible edition in the City's

designated official newspaper. An ordinance becomes effective five (5) days after publication unless otherwise specified in the ordinance or as required by law.

- 3.11.3 *Resolutions.* Resolutions may be prepared or presented to the Council at the request of two Councilmembers, or the Chair of a Council Committee, or the Mayor or other Presiding Officer, or the City Administrator. All resolutions shall be in writing, and the titles thereof shall be read aloud by the Mayor or other Presiding Officer prior to a vote being called on their passage, provided that any Councilmember may, upon request, have a full reading of the text of a proposed resolution prior to the vote on its passage. A request for a full reading of a resolution need not be seconded. However, it is further provided that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution, may be waived upon a motion duly made, seconded and approved by a majority of the Councilmembers in attendance at the Council meeting.

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Prior to voting on passage of a resolution, the Council may decide by majority vote to amend the resolution or direct staff to review the proposed resolution and make a report to the Council.

A resolution must be passed by a majority vote of a quorum of the Council; if passed, it becomes effective immediately.

- 3.12 Department Reports. Department Directors may report on action and activities of their respective departments.
- 3.13 Mayor's Report. The Mayor may report on significant activities since the last regular meeting, inquire on matters of general City business, or initiate investigation or action on a matter of concern.
- 3.14 Councilmember Reports. Councilmembers may report on Council Committee discussions or other significant activities since the last regular meeting, or on matters of general City business, or may initiate investigation or action on a matter of concern.
- 3.15 City Attorney Report. The City Attorney may report on legally significant events or activities since the last meeting.
- 3.16 Public Comments. Members of the audience may request to comment on any issue discussed during the Council meeting. Comments will be allowed subject to the time limits and other restrictions in Section 10.

- 3.17 Consent Agenda. Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. Items on the Consent Agenda include but are not limited to the following:
- a. Approval of minutes.
 - b. Fixing dates for public hearings and appeals.
 - c. Approval of claims, vouchers and payroll, bid awards and contracts.
 - d. Approval of property as surplus.
 - e. Authorization of grant applications.
 - f. Approval of interlocal agreements.
 - g. Other items designated by the City Council.
- 3.18 Executive Session. Pursuant to RCW 42.30.110, executive sessions are closed to the general public. *See Section 2.10.*
- 3.19 Adjournment. With no further business to come before the Council, the Mayor or other Presiding Officer may adjourn the meeting.
- 3.20 Recess. The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.

SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS

- 4.1 Excused absence. Councilmembers shall inform the Mayor or City Clerk in advance if the Councilmember will be unable to attend, or will be late to attend, any Council meeting. The Mayor or other Presiding Officer shall then announce during roll call that the Councilmember will be absent or late. Any absence following prior notice to the Mayor or City Clerk shall be noted in the minutes as an excused absence. Absence at a scheduled Council meeting due to sudden illness or emergency shall be noted in the minutes as an excused absence due to illness or emergency.
- 4.2 Excessive absence shall create vacancy. Pursuant to RCW 35A.12.060, a Councilmember's position shall be deemed vacant if that Councilmember has three (3) consecutive unexcused absences from Regular Council meetings.

SECTION 5 - PRESIDING OFFICER

5.1 Who shall act as Presiding Officer.

5.1.1 The Mayor shall act as Presiding Officer at all meetings of the Council unless absent; in the absence of the Mayor, the Mayor Pro Tem will act as Presiding Officer. If both the Mayor and Mayor Pro Tem are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem. See Section 12.

5.2 Duties of Presiding Officer.

5.2.1 Preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct.

5.2.2 Observe and enforce all rules adopted by the Council.

5.2.3 Decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.

5.2.4 Recognize Councilmembers in the order in which they request the floor, and give every Councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the Presiding Officer may allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion.

5.2.5 Impose a time limit for the handling of each agenda item, pursuant to the rules set out in these Rules of Procedure.

5.3 Reordering items on Agenda. Without the necessity of any vote thereon, Presiding Officer may present matters before the Council for discussion, consideration and voting in a different order than they appear in the agenda when matters on the agenda are able to be placed under more than one classification or category.

5.4 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, the Mayor shall not use a Council meeting as an occasion to express an opinion regarding a candidate for public office or a ballot measure, provided that the Mayor may, at his or her discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Mayor clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City

Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

SECTION 6 - COUNCILMEMBERS

- 6.1 Remarks. Councilmembers desiring to speak shall address the Presiding Officer and, when recognized, shall confine their remarks to matters currently under discussion, provided that a Councilmember may move to have a different matter considered by the Council, subject to these Rules of Procedure.
- 6.2 Questioning. Any member of the Council, including the Presiding Officer, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being questioned.
- 6.3 Limitations on political speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue, Councilmembers shall not use a Council meeting as an occasion to express an opinion regarding a candidate for public office or a ballot measure, provided that a Councilmember may, at their discretion, express an opinion in response to a direct question from a citizen about a candidate or a ballot measure, and provided further that the Councilmember clearly states that he or she is expressing a personal opinion and not the opinion of the City of Black Diamond or its City Council. A brief response to a citizen's direct question shall not constitute a basis for a debate or further discussion on the subject. *See also Section 18.*

SECTION 7 - DEBATES

- 7.1 Speaking to the Motion. Councilmembers may speak on the motion at the time the motion is before the Council.
- 7.2 Interruption. No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.1 of these rules.
- 7.3 Courtesy. In the discussion, comments, or debate of any matter or issue, all speakers, including the Presiding Officer and members of the Council, shall be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or make insinuations about

any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks only to those facts which are germane and relevant to the question or matter under discussion.

- 7.4 Violations. If a member of the Council violates these rules on debates, the Presiding Officer shall call such member to order, and the offending member shall be silent except to explain or continue in order. If the Presiding Officer violates these rules on debate or fails to call other members to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other offending member to order, and the person being called to order shall be silent except to explain or continue in order.
- 7.5 Challenge to Ruling. Any member of the Council, including the Presiding Officer, shall have the right to challenge any action or ruling of the Presiding Officer or other member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Robert's Rules. All City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition). If the City Attorney, acting as parliamentarian, determines that a procedural issue is not adequately addressed by Robert's Rules, the Council may handle the issue in any way that the majority of members who are present agrees is appropriate and which, in the opinion of the City Attorney, is not prohibited by law.
- 8.2 Motions.
- 8.2.1 If a motion does not receive a second, it dies.
- 8.2.2 *Matters that do not constitute a motion include:* nominations; withdrawal of motion by the person making the motion; request for a roll call vote; point of order or privilege. Because these matters are not motions, a second is not needed.
- 8.2.3 A Councilmember may abstain from voting on a motion because of a conflict of interest or to preserve the appearance of fairness, but cannot then participate in discussion or argument about the motion. *See Section 9.3.*
- 8.2.4 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as Presiding Officer, shall be allowed to vote to break a tie vote.

- 8.2.5 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.2.6 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.2.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 8.2.8 A "motion to table" is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires an affirmative vote by at least two-thirds of the Council.
- 8.2.9 A "motion to postpone to a certain time" is debatable and amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or may be postponed to a date certain at a future Regular or Special City Council meeting.
- 8.2.10 A "motion to postpone indefinitely" is debatable but not amendable, and may only be reconsidered at the same meeting if it received an affirmative vote.
- 8.2.11 A "motion to call for the question" shall immediately close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds vote. Debate is reopened if the motion fails.
- 8.2.12 A "motion to amend" is a motion to modify the wording of a pending motion before that pending motion is voted upon by the Council, by inserting, adding, striking out, striking out and inserting, or substituting language. A motion to amend must be seconded. However, some motions cannot be amended. See 8.2.13.
- 8.2.13 *Motions that cannot be amended include:* motion to adjourn; motion to lay on the table; motion to take from the table; motion for roll call vote; motion to reconsider; point of order; motion to amend. (A motion to amend an amendment is allowed.)

- 8.2.14 Amendments shall be voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.2.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.2.16 The Mayor, City Attorney or City Clerk shall repeat the motion prior to voting by the Council.
- 8.2.17 The City Clerk shall take a roll call vote, if requested by the Mayor, City Attorney, a Councilmember, or as required by law.
- 8.2.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular City Council meeting.
- 8.2.19 The City Attorney shall act as the Council's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Council meeting.
- 8.2.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council at a Regular or Special City Council meeting.

SECTION 9 - VOTING

- 9.1 Voice vote. In general, voice votes shall be used. Voice votes are a generalized verbal indication by the Council as a whole of "yea or nay" on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness. The Mayor or other Presiding Officer shall announce the outcome of each voice vote immediately thereafter and the result of each vote shall be recorded in the minutes.
- 9.2 Roll call vote. A roll call vote may be requested by the Mayor or by any Councilmember. When a roll call vote has been requested, the Clerk shall call upon each Councilmember and request an individual "yes or no". The Mayor or other Presiding Officer shall announce the result of the vote immediately thereafter and the result of the vote shall be recorded in the minutes.
- 9.3 Abstentions.
 - 9.3.1 *Abstention allowed for conflict of interest or appearance of fairness.* It is the responsibility of the Mayor and each Councilmember to vote when

requested on a matter before the full Council. However, the Mayor or a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or to preserve the appearance of fairness. Should the City Attorney indicate that the Mayor or a Councilmember is required to abstain from further participation on an issue, the affected person must abstain except where abstention would result in a lack of a quorum (or lack of a majority vote where required by law). See Section 9.6.

9.3.2 *Notice of intent to abstain required.* Notice of intent to abstain shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Mayor or Councilmember perceives a need to abstain.

9.3.3 *Need to abstain shall be confirmed by City Attorney.* Prior to the time that the Mayor or a Councilmember gives notice of intent to abstain, the affected person shall confer with the City Attorney to determine if abstention is truly required. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter is scheduled to come before the City Council. If that cannot be done, the affected person should advise the City Council that he/she has an "abstention question" that he/she wants to review with the City Attorney. A brief recess should then be taken for that purpose.

9.3.4 *Abstaining member shall advise the Council and end participation.* After conferring with the City Attorney, the Mayor and/or any Councilmember wishing to abstain from a vote because of a conflict of interest or to preserve the appearance of fairness shall so advise the Council, and shall then remove and absent himself/herself from the Council's deliberations and considerations of the motion, and shall have no further participation in the matter.

9.4 Votes by Mayor. Except where prohibited by law, the Mayor, as Presiding Official, shall only vote to break a tie vote of the Council.

9.5 Votes by Councilmember serving as Presiding Officer. Pursuant to RCW 35A.12.110, a Councilmember serving as Presiding Officer in the absence of the Mayor shall have the same rights to vote on matters before the Council as the person would otherwise have as a Councilmember.

9.6 Effect of challenges based on conflict of interest or appearance of fairness.

9.6.1 *If abstention removes quorum or majority.* Should the City Attorney determine that the participation of the Mayor or a Councilmember in

discussion and voting on an issue would be a conflict of interest or appear to violate the appearance of fairness doctrine, or any specific part of Chapter 42.36 RCW, that person shall abstain from further participation unless, as provided by RCW 42.36.090, a challenge to a member or members of the decision-making body would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law; in such cases, any challenged member(s) shall be permitted to fully participate in the proceedings and vote as though the challenge had not occurred, if the member(s) publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

9.6.2 *Refusal to abstain.* Should the Mayor or a Councilmember refuse to abstain from participation and voting on an issue after the City Attorney has determined that abstention is necessary, the challenged person may be disqualified from participating and voting on that issue upon a vote to disqualify that is passed by a majority of the other Councilmembers present who are eligible to vote on the underlying issue.

9.7 Vote by Proxy. Except as prohibited by law, if the Mayor or a Councilmember is eligible to vote on an issue but will be unable to be present to cast the vote, the absent person may arrange for another Councilmember who will be present to vote on behalf of the absent person, *provided*, if the item being voted upon has been substantively amended during the council meeting, a proxy vote shall not be allowed unless the absent Councilmember has been informed of the change to the item and indicated how they wish to vote on the amended item.

SECTION 10 – PUBLIC COMMENTS

10.1 Requesting to speak. During the Public Comment period, members of the audience may comment on any matter related to City business. At the discretion of the Mayor or other Presiding Officer, citizens may also speak on individual agenda items at the time they are considered by the Council. Persons addressing the Council who are not specifically scheduled on the agenda will be requested to fill out the speaker sign-in sheet at the City Clerk's desk, then step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes. All remarks must be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The Presiding Officer may make exceptions to the time restrictions when warranted. *See Section 3.6 for requests to make special presentations to the Council.*

10.2 Time limit. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. The Mayor or other Presiding Officer may

make exceptions to the time restrictions when warranted by special circumstances.

- 10.3 Advertising or promoting political cause is prohibited. No person may address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may address the Council for the purpose of advertising any item, service, or product for profit or otherwise.
- 10.4 Other prohibited remarks. Any person making personal attacks, using hate speech or making slanderous remarks while addressing the Council shall be barred from further participation by the Presiding Officer, unless permission to continue is granted by a majority vote of the Council.

SECTION 11 - PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings. Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include making a record of the evidence considered by the Council and also require the Council to issue specific findings. The following procedures shall apply:
 - 11.1.1 The Department Director of the department most affected by the subject matter of the hearing, or said Director's designee, shall present the City's position and findings. City staff shall be available to respond to Council questions.
 - 11.1.2 The proponent spokesperson shall speak first and be allowed fifteen (15) minutes. The proponent may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
 - 11.1.3 The opponent spokesperson shall be allowed fifteen (15) minutes for presentation and may divide up the fifteen minutes between more than one speaker, and time may be reserved and added to the maximum time for rebuttal. Council may ask questions.
 - 11.1.4 Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson. Any time reserved from the speaker's presentation may be added to the five minute limit.
 - 11.1.5 The City Clerk shall serve as timekeeper during these hearings.

- 11.1.6 After the proponent and opponent have used their speaking time, ten (10) minutes shall be allowed for the Council to ask further questions of the speakers, who shall be entitled to respond but who must limit their response to the question asked.
- 11.1.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present, provided, only Councilmembers who were present for the earlier portion of the hearing may participate when the hearing resumes. Examples of reasons to allow a recess include, but are not limited to, absence of a necessary party due to illness or emergency; request for additional argument on an issue by a majority vote of the Council; inability to complete the hearing due to circumstances beyond the parties' control, such as power failure or natural disaster.
- 11.1.8 Except as otherwise allowed by law, after the Council has publicly considered the arguments and evidence presented, the Council shall then vote on the issue that was the subject of the hearing.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
 - 11.2.1 The Department Director or designee shall present the issue to the Council and respond to questions.
 - 11.2.2 A person may speak for five (5) minutes. A person may speak for ten (10) minutes if representing a group of two or more. No one may speak for a second time without the approval of the Presiding Officer, and only after everyone who wishes to speak has had an opportunity. The Presiding Officer may, at his or her discretion, make exceptions to the time restrictions when warranted by circumstances.
 - 11.2.3 The City Clerk shall serve as timekeeper during these hearings.
 - 11.3.4 After the speaker has used their allotted time, Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
 - 11.3.5 The hearing will then be closed to public participation and open for discussion among Councilmembers.
 - 11.3.6 The Presiding Officer may request to change or modify the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

- 11.3.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present.

SECTION 12 - MAYOR PRO TEMPORE SELECTION PROCESS

- 12.1 Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor. In the event the Mayor Pro Tempore leaves, the Council shall, by a majority vote, designate one of the remaining Councilmembers as Mayor Pro Tempore.

SECTION 13 – SELECTING A COUNCIL MEMBER PRO TEMPORE OR FILLING A VACANT COUNCIL POSITION

- 13.1 Selecting a Councilmember Pro Tempore. Pursuant to RCW 35A.12.065, in the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the period of absence or disability.
- 13.2 Filling vacant Council position. In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to RCW 42.12. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose.

SECTION 14 - COUNCIL MEETING STAFFING

- 14.1 The City Administrator must attend all meetings of the Council, unless excused, or appoint a designee.
- 14.2 The City Attorney shall attend all meetings of the Council unless excused, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Assistant City Attorney shall attend meetings when the City Attorney has been excused or is unable to attend due to illness or emergency.

- 14.3 It shall be the responsibility of each Department Head to ensure that representatives of their department or other City staff attend as necessary to present a department's agenda items to the Council and answer any questions Councilmembers may have.

SECTION 15 - COUNCIL RELATIONS WITH STAFF

- 15.1 The Mayor, City staff and Councilmembers shall respect the different roles each one plays in a successful City and will always strive to treat each other with courtesy and respect when questions, comments or criticism are expressed in a public meeting.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge the Mayor and City staff as administering the Council's policies.
- 15.3 All written informational material requested of City staff by any individual Councilmember that the requesting Councilmember then intends to reference or introduce at a Council meeting shall be submitted or made available to all Councilmembers prior to being referenced or introduced at the meeting, unless other reasons preclude such distribution, in which case the reasons shall be communicated by the requesting Councilmember to the Mayor or designee and such reason provided to all Councilmembers.
- 15.4 Councilmembers shall not attempt to coerce or influence City staff in the administration of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or purchases of City licenses or permits.
- 15.5 Councilmembers shall not attempt to change or interfere with the operating rules and practices of any City department.
- 15.6 No Councilmember shall direct the Mayor or City staff to initiate any action or prepare any report that is significant in nature, or initiate any project or study, without the consent of a majority of the Council.
- 15.7 Individual requests for information can be made directly to Department Directors unless otherwise determined by the Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor.

SECTION 16 - APPOINTMENT BY MAYOR & CONFIRMATION BY CITY COUNCIL – WHEN REQUIRED

- 16.1 Mayor's Power to Appoint. Pursuant to RCW 35A.12.090, The Mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service, provided that in accordance with BDMC 2.08.020, each officer may hire any employee assigned to his or her department.
- 16.2 Confirmation by Council. Pursuant to RCW 35A.12.090, confirmation by the City Council of mayoral appointments of officers and employees is required when the city charter or a city ordinance provides for the confirmation of such appointments; in addition, the City Council may require confirmation of mayoral appointments by the Council whenever the qualifications for the office or position have not been established by the city charter or a city ordinance.

SECTION 17 - COUNCIL COMMITTEES AND CITIZEN ADVISORY BOARDS

- 17.1 Annual confirmation by Council. Annually at its first meeting in January, the City Council shall vote on whether to confirm the Mayor's appointments to the Council Standing Committees. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Councilmembers. The permanent Standing Committees of the City Council and rules are as follows:
- 17.1.1 *Budget/Finance/Human Resources Committee:* This committee considers policies related to fiscal matters for the City notwithstanding the City's operating budget is to be studied before the entire City Council.
- 17.1.2 *Cemetery/Parks Committee:* This committee considers improvements, maintenance, long-range planning and financing and other issues related to the City's cemetery and parks.
- 17.1.3 *Community and Economic Development Committee:* In coordination with the Community Development and Economic Development Departments of the City, this committee considers matters of a non-quasi-judicial nature submitted by the Planning Commission or other groups, agencies or organizations. This committee considers issues related to growth and development, including, but not limited to, planning of the physical, economic, aesthetic and social development of the City, the City's

Comprehensive Plan, zoning code, housing, annexation policies, and code enforcement.

17.1.4 *Public Safety Committee*: This committee considers matters related to human services, police and fire protection, law enforcement, hazardous materials, animal control and emergency management.

17.1.5 *Public Works/Streets Committee*: This committee considers matters related to water, sewer, transportation, transportation plans, and any fiscal issues dealing with streets.

17.1.6 *Surface Water Committee*: This committee considers matters related to the formation and management of a Stormwater Utility, the adoption of a Stormwater Manual and other ancillary surface water concerns.

17.1.7 Committees may forward issues with or without changes to staff recommendations to the City Council. Reports on the activities of the committees may be given under the Council Reports section of the Council agenda.

17.1.8 Matters forwarded from a standing committee to the City Council as a whole will remain at that level unless requested to be returned to committee by a majority of the Council.

17.1.9 Matters may be removed from committee and brought before the Council as a whole by a motion of the Council receiving an affirmative from the majority.

17.2 Ad hoc committees and intergovernmental groups.

17.2.1 The Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider matters that require a special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor shall also appoint Council representatives to intergovernmental councils, boards and committees. Such appointments and their terms shall be communicated to the Council by the Mayor as soon as practical.

17.2.2 Ad hoc council committees shall consider all matters referred to them. The chair of each ad hoc committee shall report the findings of the committee to the City Council. Committees may refer items to the Council with no committee recommendation. Once the committee's findings have

been delivered to the Council, the committee's duties shall be considered complete and the committee terminated, unless specifically re-tasked by the Council.

- 17.3 Advisory boards, committees and commissions. Citizen advisory boards, committees and commissions may be established by ordinance from time to time, and shall consist of citizens appointed pursuant to the establishing ordinance and serving in the capacity and for the purposes indicated in the ordinance; such boards, commissions and committees shall act in an advisory capacity to the City Council.

SECTION 18 - SPEAKING WHEN REPRESENTING THE CITY COUNCIL

- 18.1 An official City position requires a public vote. The City does not have an official position on any issue, whether the issue is political or non-political in nature, unless the City Council has taken a public vote and a majority of a quorum of the Council vote to adopt the position. Failure of a majority of the Council to vote in favor of a position shall not constitute adoption of a contrary position; in such cases the City shall continue to have no official position on the issue.
- 18.2 Personal opinions must be distinguished from City positions on an issue.
- 18.2.1 *Speaking to persons about issues.* Whenever the Mayor or a Councilmember is speaking to a person or group of persons and the Councilmember expresses an opinion on an issue, whether the issue is political or non-political, the Mayor or Councilmember must clearly state whether the opinion represents the official position of the City of Black Diamond and its City Council, or whether it is only the speaker's personal opinion.
- 18.2.2 *Speaking on behalf of the City.* If the Mayor or a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Mayor or Councilmember needs to state the official position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the official position of the Council may be expressed only if the speaker clarifies that these statements do not represent the City Council's position.
- 18.2.3 *Expressing the views of other Councilmembers.* Prior to representing the position of an elected City official on an issue to the media, another government agency, a community organization, or members of the public, the Mayor and Councilmembers must have permission from that elected

official, provided, presenting how another elected official voted in an official public vote of the Council shall not require permission.

SECTION 19 - TRAVEL AUTHORIZATION

- 19.1 The City Council shall only authorize and approve expenditure of city funds to pay for travel-related costs in accordance with Chapters 2.56 and 2.57 of the City of Black Diamond Municipal Code and any administrative policies adopted to implement the provisions of those chapters.

SECTION 20 - CONFIDENTIALITY

- 20.1 In general. The Mayor and Councilmembers must keep confidential any information that has been provided to them by City staff or otherwise becomes known to them during performance of their duties in office, when such information is required to be kept confidential under state or federal law, including but not limited to certain personnel and employment information or certain information regarding pending contracts, and certain information regarding negotiations for the sale or purchase of property. It is the duty of each elected official to consult with the City Attorney should the official have a question about whether any particular information is confidential and may not be released.
- 20.2 Executive sessions. Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Sessions.

City Council Rules of Procedure

Date of Adoption: _____

Resolution No. _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-599, authorizing the Mayor to execute Amendment No. 1 to PacWest Contract for Sewer Comprehensive Plan Update	Agenda Date: May 7, 2009		AB09-054
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$31,103	Court – Kaaren Woods		
Fund Source: Sewer Capital Fund	Comm. Dev. – Steve Pilcher		
Timeline: To be completed in concert with sewer comprehensive plan			
Attachments: Resolution No. 09-599, Exhibit A, Scope of Work and Original Contract			
SUMMARY STATEMENT: <p>The sewer system hydraulic modeling will give the staff the current capacity information of the existing sewer system, which will assist the City in planning upgrades, planning new sewer route connection points and focusing on maintenance locations. The mapping will be an excellent tool for all types of project planning and maintenance planning.</p> <p>The original comprehensive sewer plan budget was based on the minimum to accomplish what we needed to support the General Comprehensive Plan. The sewer utility is expected to end the year with \$1,135,400 of reserves not taking into account interfund loans that have been approved in 2009. There still is adequate funding to move the necessary capital projects forward. A budget amendment will be needed before year end to address the unbudgeted, unplanned expenditure to cover this modeling and mapping.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee discussed this amendment to the contract and recommended the additional mapping and hydraulic modeling be passed to the Council for consideration.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-599, authorizing the Mayor to execute Amendment #1 to PacWest Contract for Sewer Comprehensive Plan Update.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
May 7, 2009			

RESOLUTION NO. 09-599

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
No. 1 TO PACWEST CONTRACT FOR THE SEWER
COMPREHENSIVE PLAN ADDING SEWER SYSTEM
MAPPING AND HYDRAULIC MODELING.**

WHEREAS, a contract with PacWest for the development of the Sewer System Comprehensive plan was approved on February 5th 2009; and

WHEREAS, an accurate comprehensive sewer system map that will provide the sewer system location information for the City's Geographical Information System will be valuable in providing easy reference to sewer information for the City and the private sector; and

WHEREAS, the hydraulic modeling information will assist the City with making good capital project planning decisions; and

WHEREAS, the sewer utility has adequate cash reserves to fund the additional work;

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

Section 1. The Mayor is hereby authorized to execute contract Amendment No. 1 with PacWest Engineering LLC, attached hereto as Exhibit A, for sewer system mapping and modeling in the amount of \$31,103.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MAY, 2009.**

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

**Amendment #1 to Professional Services Agreement between
PacWest Engineering, LLC and the City of Black Diamond**

This Professional Services Agreement Amendment is dated May 7, 2009 and is entered into by and between:

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

24301 Roberts Drive

Black Diamond, WA 98010

Contact: Seth Boettcher, Public Works Director

Phone: 360-886-2560 Fax : 360-886-2592

and

PACWEST ENGINEERING, LLC ("Consultant")

5009 Pacific Highway E., Suite 9-0

Fife, WA 98424

Contact: Leonard Smith, PE/PLS

Phone: 253-926-3400 Fax: 253-926-3402

This amendment authorizes the preparation of the Black Diamond Sewer Comprehensive Plan Update by PacWest Engineering for the City of Black Diamond to include:

- Sanitary sewer model;
- Sanitary sewer data collection.

Project budget not to exceed \$31,103.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____
Howard Botts

Its: Mayor

By: _____
Leonard Smith, PE/PLS
President

Date: _____

Date: _____

Attest:

By:

Brenda L. Streepy
City Clerk



Black Diamond General Sewer Plan Scope of Work

EXHIBIT C - Sanitary Sewer Comprehensive Plan Scope Amendment

April 23, 2009

AMENDMENT TO THE SCOPE OF SERVICES

PacWest Engineering has proposed the following amendment to the scope of services for the preparation of an Update to the City's General Sewer Plan for the City of Black Diamond. The following are additional scope of services tasks to be provided for completion of this project:

Task 9 – Sanitary Sewer Model

PacWest Engineering will provide a hydraulic model of the existing sanitary sewer system within the City of Black Diamond. Information for the model will be based on both collected field data and the as-builts of the system provided by the City. All input and output files for the model will be provided to the City upon request.

Task 10 – Sanitary Sewer Data Collection

PacWest Engineering will base the hydraulic modeling described in Task 9 on existing as-built information provided by the City and information obtained through the use of GPS data collection. PacWest Engineering will visit each manhole in the City and tie its location using GPS.

BUDGET

PacWest Engineering proposes to complete the additional scope tasks per the attached cost breakdown spreadsheet for the fixed fee amount of \$31,103.

Any services not specifically covered in this proposal that are required for completion of the project, are not included in this proposal. PacWest will be pleased to provide any additional services on an hourly basis.

Submitted By:

Leonard L. Smith, PE/PLS
President

**City of Black Diamond
General Sewer Plan Update**

PacWest Engineering									
	Leonard L. Smith, PE/PLS	Christine Smith, PE	Erik Martin, PE	Engineering Technician	Hrs	Cost	Admin (5%)	Expenses	Total
Hourly Rate	\$145	\$125	\$125	\$70					
Task 9 – Sanitary Sewer Model	37	12	60		109	\$14,365	\$718	\$0	\$15,083
Task 10 – Sanitary Sewer Data Collection	4		7	195	206	\$15,105	\$755	\$160	\$16,020
TOTAL PROJECT HOURS	41	12	67	195	315				
TOTAL PROJECT COST	\$5,945	\$1,500	\$8,375	\$13,650		\$29,470	\$1,474	\$160	\$31,103
PERCENTAGE OF TOTAL HOURS	13%	4%	21%	62%					
	100%								

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PROFESSIONAL SERVICES AGREEMENT**1. Parties**

This Agreement is entered into between the City of Black Diamond, King County, Washington ("City"), and PacWest Engineering, a Limited Liability Corporation, ("Consultant"); collectively, the "Parties."

2. Addresses of Parties for Notices

Consultant agrees to accept notices under this Agreement via facsimile. It is the responsibility of Consultant to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by City to Consultant or by Consultant to City shall be in writing and delivered to the parties at the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Seth Boettcher
Phone: (253) 886-2560
Fax: (360) 886-2592

CONSULTANT:

Pac West Engineering, LLC
5009 Pacific Hwy E, Unit 9_0_
Fife, WA 98424
Tax I.D. # 20-3557924
Contact: Leonard Smith
Phone: (253) 926-3400 ext 433
Fax: (253) 926-3402

TERMS AND CONDITIONS**1. Effective date**

This Agreement is effective as of the 5th day of February, 2008.

2. Description of services

Consultant has been retained by the City to provide for professional services in connection with the following Project: **Black Diamond Sewer Comprehensive Plan Update.**

3. Services by Consultant

- A. 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 without prior written authorization from the City.
- B. 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.

4. Schedule of Work

- A. Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Compensation

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$79,943 without written authorization and will be based on the proposal and list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Attachment "C."

OTHER. _____

6. Payment

- A. 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.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- C. 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. Copies shall be made available on request.

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

7. Discrimination and Compliance with Laws

- A. 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.
- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility of Consultant to do further work for City.

8. Suspension and Termination of Agreement

- A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
- B. The City may suspend this Agreement, at its sole discretion, upon a minimum of seven (7) days' advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends

9. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant 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.

10. Ownership of Work Product

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

11. Indemnification / Hold Harmless

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

12. Insurance

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City

shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall at all times maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. Assigning or Subcontracting

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

14. Independent Contractor

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

15. Governing Law and Venue for Disputes

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.

16. Attorneys' Fees

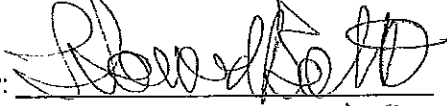
In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. Extent of Agreement/Modification


This Agreement, together with any attachments incorporated by reference, represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

By: 
Print name: HOWARD BOYTS
Title: MAYOR
Date: 2-5-09

CONSULTANT

By: 
Print name: PACWEST ENGINEERING LLC
Title: LEONARD L. SMITH
Date: PRESIDENT
Date: 2-12-09

Attachments

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-600, authorizing the city to enter into a First Memorandum of Understanding with the Black Diamond Police Association.	Agenda Date: May 7, 2009		AB09-055
	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:	Court – Kaaren Woods		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Resolution No. 09-600, Redline Version and Clean Version of MOU			
SUMMARY STATEMENT: <p>The Black Diamond Police Association recognizes the seriousness of the drop in revenue and wanting to do its part to help the City avoid layoffs of Association members and other City staff and the decrease in services that would entail, the Association has voluntarily agreed to a temporary reduction of \$200 each month in the pay of each Association member through December 31, 2009.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: 			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-600, authorizing the city to enter into a First Memorandum of Understanding with the Black Diamond Police Officers’ Association for a temporary reduction in pay for Association Officers through December 31, 2009.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 7, 2009			

RESOLUTION NO. 09-600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BLACK DIAMOND POLICE OFFICERS' ASSOCIATION FOR A TEMPORARY REDUCTION IN PAY FOR ASSOCIATION OFFICERS THROUGH DECEMBER 31, 2009

WHEREAS, the City of Black Diamond and the Black Diamond Police Officers' Association executed a collective bargaining agreement for the period from August 31, 2008 to August 30, 2014 ("CBA"); and

WHEREAS, the current collapse of the housing market and the concurrent recession has caused an abrupt and severe decline in expected revenues for the City; and

WHEREAS, to address this sudden drop in revenue, all non-represented City employees are being required to take a number of unpaid furlough days during 2009; and

WHEREAS, recognizing the seriousness of the situation and wanting to do its part to help the City avoid layoffs of Association members and other City staff and the decrease in services that would entail, the Association has voluntarily agreed to a temporary reduction of \$200 each month in the pay of each Association member through December 31, 2009. Now, therefore,

BE IT RESOLVED that the Mayor is hereby authorized to enter into the First Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers' Association, containing substantially the same terms as reflected in Exhibit A, which is incorporated by reference to this Resolution.

ADOPTED by the City Council at an open public meeting held on the 7th day of May, 2009.

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk

FIRST MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION

1. Date and Parties. This First Memorandum of Understanding ("MOU-1") is dated, for reference purposes only, the ____ day of April, 2009 and is entered into by and between the City of Black Diamond ("City") and the Black Diamond Police Officers' Association ("Association").

2. Background Information and Purpose.

2.1 The parties have executed a collective bargaining agreement for the period from August 31, 2008 to August 30, 2014 ("CBA").

2.2 The current collapse of the housing market and the disruption in the world wide financial markets has created an unprecedented financial crisis for both the private and public sector.

2.3 Neither the City nor the Association members want to see a drop in the level of service that would occur if layoffs of Association members would become necessary. The Association members realize the severity of the economic crisis facing the City and wish to do their part to help, while still maintaining acceptable levels of service.

3. Temporary Reduction in Pay.

3.1 Commencing on May 1, 2009, each Association Member will have his monthly gross pay reduced by \$200.00. The pay scale set forth in the CBA shall remain in full force and effect, and the salary shall be adjusted at the end of the month, after calculating appropriate overtime pay based on the CBA, by reducing the salary by \$200.00. Payroll withholding amounts shall then be calculated on the reduced salary.

3.2 The reduction in pay set forth in paragraph 3.1 shall continue through the December 31, 2009, at which time it will automatically terminate, unless the parties have executed a new memorandum of understanding.

3.3 If the City, due to the financial crises, determines that it must layoff, fire or demote any Association member, or sworn Officer, or if any sworn officer should resign, then the temporary salary reduction shall terminate as of the date the layoff or other action referenced in this paragraph 3.3 becomes effective, with the salary reduction being prorated for the month in which the layoff occurs.

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3.4 In the event the three (3) grant positions receive funding as applied for, the temporary salary reduction shall terminate as of the date the funds are received, with the salary reduction being prorated for the month in which the grant funds are received.

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4. Confirmation of Agreement Terms. All other terms and conditions of the Agreement shall remain in full force and effect.

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CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION

Gwendolyn Voelpel
City Administrator

Greg Goral
President

Deleted: 1

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CITY OF BLACK DIAMOND
AND
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CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS'
ASSOCIATION

Gwendolyn Voelpel
City Administrator

Greg Goral
President