



CITY OF BLACK DIAMOND
September 17, 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.) **AB09-111** - Water System Comprehensive Plan

Mr. Boettcher

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Presentation - North Sound Paranormal Research Group

UNFINISHED BUSINESS: None

NEW BUSINESS:

2.) **AB09-112** – Resolution Approving Contract with AHBL, Inc. for Shoreline Master Program Update

Mr. Nix

3.) **AB09-113** – Ordinance Regarding Disorderly Conduct

Chief Kiblinger

4.) **AB09-114** – Ordinance Regarding Possession of Drug Paraphernalia

Chief Kiblinger

5.) **AB09-115** – Resolution Declaring Certain DUI Seizure Property as Surplus

Chief Kiblinger

6.) **AB09-116** – Resolution Accepting Justice Assistance Grant

Chief Kiblinger

7.) **AB09-117** – Resolution Authorizing Police Equipment Purchase from Cross Match Technologies, Inc.

Chief Kiblinger

DEPARTMENT REPORTS:

Police – Chief Kiblinger

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

8.) Claim Checks – ?, 2009 through in the amount of \$

9.) Payroll Checks – August 31, 2009, No. 16176 through 16259 (voided checks 16177, 16178) in the amount of \$300,471.92

10.) Minutes – Council Meeting of September 3, 2009 and Workstudy Notes of September 3, 2009

EXECUTIVE SESSION: To discuss potential litigation, pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-634, adoption of the Water Comprehensive Plan	Agenda Date: September 17, 2009		AB09-111
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact	Publication - \$3000		
Fund Source:	Capital Funds		
Timeline:	Court – Kaaren Woods		
Attachments: Resolution No. 09-634, Dept. of Health Approval, Relevant sections of the water comp plan			
SUMMARY STATEMENT: <p>The City has hired PacWest to update the Water Comprehensive Plan according to the State Department of Health regulations. PacWest has completed the Water Comprehensive Plan, submitted to and responded to staff comments, submitted it to the Department of Health for review, addressed or answered the comments from other parties and the Department of Health, amended the comprehensive plan to reflect the most current land use planning, re-submitted the plan to the Department of Health and has now received Department of Health approval.</p> <p>Staff recommends approval of the Water Comprehensive Plan to provide the guidance for the water utility over the next five to six years.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Various items have been discussed at various times.			
RECOMMENDED ACTION: MOTION to approve Resolution No. 09-634, adopting the May 2009 Water Comprehensive Plan for the City of Black Diamond's water system.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 17, 2009			

RESOLUTION NO. 09-634

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON
ADOPTING THE WATER COMPREHENSIVE PLAN
DATED MAY 2009**

WHEREAS, the City hired PacWest Engineering, LLC to update the Water Comprehensive Plan for the City of Black Diamond in keeping with the Department of Health regulations; and

WHEREAS, PacWest has completed the plan update, addressed and answered comments, coordinated Department Health review, amended the plan to meet the most current land use decisions; and

WHEREAS, King County has determined that our Water Comprehensive Plan is consistent with county planning policies and expects to approve Black Diamond's Water Comprehensive Plan in the near future; and

WHEREAS, the Department of Health has approved the City of Black Diamond's Water Comprehensive Plan on July 24, 2009;

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

Section 1. The City Council hereby adopts the May 2009 Water Comprehensive Plan for the City of Black Diamond's water system.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk



STATE OF WASHINGTON

DEPARTMENT OF HEALTH

20435 72nd Ave. S., Suite 200, K17-12 • Kent, Washington 98032 -2358

July 24, 2009

Dan Dalsanto
City of Black Diamond
PO Box 599
Black Diamond Wa 98010

RE: City of Black Diamond, ID# 07220
King County
Water System Plan – Approval
Submittal #:08-0613

Dear Mr. Dalsanto:

The City of Black Diamond Water System Plan (WSP), received by the Office of Drinking Water (ODW) on July 19, 2008, with revisions submitted on June 4, 2009, has been reviewed and in accordance with the provisions of WAC 246-290-100, is hereby **APPROVED**.

Approval of this WSP is valid as it relates to current standards outlined in Washington Administrative Code (WAC) 246-290 revised July 2008, WAC 246-293 revised September 1997, and RCW 70.116, and is subject to the qualifications herein. Future revisions in the rules and statutes may be more stringent and require facility modification or corrective action. An approved update of this WSP is required on or before July 24, 2015, unless ODW requests an update or plan amendment pursuant to WAC 246-290-100(9).

APPROVED NUMBER OF CONNECTIONS

The analysis provided in this WSP shows the water system has sufficient capacity to meet the growth projections during this planning period. The City of Black Diamond water system can support an **“unspecified”** designation for its approved number of connections. A specific number of approved connections will not be applied at this time. Development may occur in compliance with the schedule and information provided in this WSP. This designation may be rescinded (and replaced with a specified number of approved connections) if ODW determines that the WSP is no longer representative of system activities.

LOCAL GOVERNMENT CONSISTENCY

This document meets local government consistency requirements for WSP approval pursuant to RCW 90.03.386 and RCW 43.20.



WATER RESOURCES

This approval does not provide any guarantee and should not be considered to provide any guarantee concerning legal use of water or any subsequent water right decisions by the Department of Ecology.

SERVICE AREA AND DUTY TO SERVE

Pursuant to RCW 90.03.386(2), the service area identified in this WSP service area map may now represent expanded "place of use" for this system's water rights. Changes in service area should be made through a WSP amendment.


The City of Black Diamond has a duty to provide new water service within its retail service area. This WSP includes service policies to describe how your system plans to provide new service within your retail service area.

CONSTRUCTION WAIVERS

Standard Construction Specifications for distribution main extensions in this WSP are approved. Consistent with WAC 246-290-125(2), this system may proceed with the installation of distribution main extensions provided this system completes and keeps on file the enclosed construction completion report form in accordance with WAC 246-290-125(2) and WAC 246-290-120(5) and makes it available for review upon request by ODW.

We recognize the significant effort and resource commitment involved in the preparation of this WSP. Thank you for your cooperation.

Sincerely,



Richard Rodriguez
Regional Planner
Northwest Drinking Water Operations
(253) 395-6771



Derek Pell, PE
Assistant Regional Office Manager
Northwest Drinking Water Operations
(253) 395-6764

cc: Steve Hirschey, King County UTRC
Seattle King County Health Dept.
Andy Dunn, Department of Ecology, NWRO
Christine Smith, P.E., PacWest Engineering

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-635, authorizing the Mayor to execute a Professional Services Agreement with AHBL, Inc. for services to update the City's Shoreline Master Program	Agenda Date: September 17, 2009		AB09-112
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: \$60,000	Natural Resources/Parks – Mr. Nix		
Fund Source: Department of Ecology Grant	X		
Timeline: Completion - 2012	Comm. Dev. – Steve Pilcher		
Attachments: Resolution No. 09-635, Professional Services Agreement			
SUMMARY STATEMENT: <p>In accordance with Chapter 173.26 of the Washington Administrative Code (WAC), the City of Black Diamond is required to update its Shoreline Master Program by the end of 2012. A grant of \$60,000 from the Department of Ecology has been awarded to the City in order to meet the deadline and comply with the required elements needing updating by June 30, 2012. In this process staff went through a request for proposals process and chose AHBL, Inc. to help the City complete this update process.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: 			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-635, authorizing the Mayor to execute a Professional Services Agreement with AHBL, Inc. for an update to the City's Shoreline Master Program.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 17, 2009			

RESOLUTION NO. 09-635

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH AHBL,
INC. FOR AN UPDATE TO THE CITY OF BLACK
DIAMOND'S SHORELINE MASTER PROGRAM**

WHEREAS, the City of Black Diamond is required to update its Shoreline Master Program in accordance with Washington Administrative Code (WAC) Chapter 173-26 by December 2012; and

WHEREAS, the City has been awarded a \$60,000 grant from the Department of Ecology to hire a Consultant to help City staff complete this update; and

WHEREAS, staff published a request for proposals for consultants to complete this work and chose AHBL, Inc. to help the City with this update;

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 a Professional Services Agreement with AHBL, Inc. for work associated with updating the City's Shoreline Master Program in 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 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated September 17, 2009 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
24301 Roberts Drive
Black Diamond, WA 98010

Contact: Aaron C. Nix Phone: 360-886-2560 Fax: 360-886-2592

And

AHBL, Inc. ("Consultant")
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

Contact: Gabe Snedeker Phone: 206.267.2425 Fax: 206.2672429

Tax Id No.: 91-0915991

for professional services in connection with the following project:

(Description of project) (the "Project").

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

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

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

2.3 Consultant is authorized to proceed with services upon received notice to proceed from the City of Black Diamond.

3. **Compensation**

☐ LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$_____.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$60,000.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

☐ TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

☐ OTHER. _____

4. **Payment**

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

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

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

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

5. **Discrimination and Compliance with Laws**

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

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

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

6. Suspension and Termination of Agreement

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

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

7. Standard of Care

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

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant or its

subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for any reason described above which is caused by or results from the concurrent negligence of the Consultant (and his employees, agents and representatives) and the City (and its officers, officials, employees, agents or representatives), each party's liability shall only be to the extent of its negligence.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

b. Consultant's insurance certificate shall state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City (except for non-payment of premium; in which case ten (10) days prior written notice will be given to the City).

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

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and

Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement. Consultant agrees that for three (3) years following completion of the services to be performed Consultant will procure and maintain such insurance. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

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

City:	City Administrator City of Black Diamond P.O. Box 599 Black Diamond, WA 98010 Fax: 360-886-2592
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With a copy to: Loren D. Combs and

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

Consultant:	AHBL, Inc. 2215 North 30 th Street, #300 Tacoma, WA 98403 Fax: (253)383-2572
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14. Disputes

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

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

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

17. Extent of Agreement/Modification

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

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Howard Botts

Its: Mayor

Date: _____

By: _____

Wayne Carlson

Its: _____

Date: _____

Attest:

By: _____

Brenda L. Martinez

City Clerk

EXHIBIT B

Black Diamond SMP AHBL Consultant Scope of Work

Coordination with DOE

- AHBL, Inc. hereafter referred to as “The Consultant” will provide assistance and technical guidance in coordinating with DOE, tribes, neighboring jurisdictions and other agencies as noted in the scope of work.
- City staff will lead coordination and communication with Ecology, tribes, neighboring jurisdictions and other agencies.
- The City will be responsible for the preparation of quarterly progress reports to Ecology.
- The Consultant will assist the City with this task by providing short email summaries of work completed during each quarter for inclusion in the progress reports.

Public Meetings and Facilitation

- The budget assumes attendance by at least one member of the Consultant team at five public meetings total, e.g. four Citizen Advisory Committee Meetings and one community meeting.

Document Revisions

- For all deliverables and reports specified in the Scope of Work, the budget assumes a maximum of two rounds of revisions, e.g. one round of revisions based on City comments and one round of revisions based on DOE and/or stakeholder comments.
- The City will take responsibility for additional revisions beyond the two rounds specified, unless additional funding becomes available and the scope of work is amended.
- The Consultant will provide limited input and technical assistance as necessary to assist the City with edits beyond the budgeted two cycles of revisions.

Phase 5 – Local Adoption Process

- Based on the City’s \$60,000 budget, the Consultant will play a limited role in Phase 5 – Local Adoption Process for the SMP update.
- The consultant will participate in at least one meeting of the Planning Commission, City Council or a joint study session with the two bodies.
- Additional attendance at Planning Commission and City Council meetings would require additional funds or adjustment of other items in the scope.
- City staff will take primary responsibility for guiding the SMP as it moves through the adoption process, including presenting of the Final Draft SMP to the Black Diamond Planning Commission and City Council for consideration.
- The Consultant will provide support, guidance, and technical assistance through the adoption process as the budget allows.
- The Consultant will assist the City in formulating responses to comments from interested Commissioners, Council members, and the public.
- The Consultant will prepare the final Phase 5 Submittal Checklist, as outlined in the Scope of Work.

Based on the assumptions outlined above, the Consultant team will complete the detailed Scope of Work below. The Scope of Work is based on the City’s scope in the SMA Grant Agreement, with adjustments as necessary to specify Consultant responsibilities, and will meet Black Diamond’s obligations to the Department of Ecology.

1. PHASE 1 – PRELIMINARY ASSESSMENT OF SHORELINE JURISDICTION & PUBLIC PARTICIPATION

Task A: Coordination

The Consultant will assist the City in its efforts to coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the Consultant will assist the City in consulting with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests. Budget for this assistance is rolled into the specific budgets for each phase.

The City, with the assistance of the Consultant, will coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

The City will attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. The Consultant will make an effort to attend key coordination meetings, but based on the limited budget, is not contractually obligated to attend these meetings. The City will provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the Consultant shall forward a written response to Ecology's comments on draft deliverables to the City for submittal to Ecology.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

Deliverables:

1. Email updates to the City on contacts made for inclusion in quarterly progress reports (three hard copies and one digital copy).

Due Dates: January 10, April 10, July 10 and October 10, each year for three years (10 days prior to submittal of progress reports by City to DOE).

2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

Due Dates: Following receipt of Ecology's comments.

1.1 Identify Shoreline Jurisdiction

The Consultant will identify the preliminary geographic scope for the comprehensive SMP update project. The Consultant will contact the City and the Department Ecology for the most current information available regarding the geographic extent of the SMA jurisdiction. The Consultant will use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
- Rivers and streams with mean annual flow over 20 cubic feet per second.
- Lakes and reservoirs exceeding 20 acres.

- Associated wetlands of these areas.
- Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)). Buffers may be estimated based on available data.

Deliverables:

1. Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP.

Due Date: October 15, 2009

1.2 Public Participation Plan

The Consultant will prepare a public participation plan that identifies specific objectives, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities.

The Plan will include opportunities to engage all parties early and continuously throughout Phases 1 through 5 of the SMP update process, particularly those appropriate recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. The Plan will include an opportunity to develop a future vision for the shoreline and identify shoreline management issues of local concern early in the process. The City shall be responsible for documenting all completed public outreach and public events related to SMP development.

Deliverables:

1. Public participation plan (digital copy).
2. Public participation updates in quarterly emails.

Due Dates: October 15, 2009

1.3 Demonstration of Compliance with DOE Guidelines

The Consultant will demonstrate how Phase 1 complies with DOE guidelines by completing the SMP Submittal Checklist for Phase 1.

Deliverables:

1. A complete Phase 1 SMP Submittal Checklist provided to the City for transmittal to Ecology.

Due Dates: October 15, 2009

2. PHASE 2 – SHORELINE INVENTORY, ANALYSIS AND CHARACTERIZATION

2.1 Complete Shoreline Inventory

The Consultant will compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. The City will assist the Consultant in identifying local sources of available data. The Consultant will collect the following information to the extent that such information is relevant and reasonably obtainable from existing data sources:

- Shorelines of the State as defined in RCW 90.58.030 located in the jurisdiction.
- Critical areas including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction.

- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Patterns and characterization of existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological or historic resources in shoreline jurisdiction.
- Policies and regulations in shore land and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.)

Deliverables:

1. Draft list of inventory data sources (digital copy) for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.
3. An SMP Submittal Checklist completed as relevant to task.

Due Dates: November 15, 2009

2.2 Conduct Shoreline Analysis and Assessment

The Consultant will conduct a preliminary analysis of the shoreline inventory information and data collected in Task 2.1. Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in the City's jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

The Consultant will:

- Develop a characterization of the ecosystem processes and shoreline functions.
- Identify opportunities for shoreline protection and restoration.
- Identify current and potential public access sites.
- Conduct a shoreline use analysis.
- Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.)

These tasks will be conducted as they are relevant to shorelines in the City's jurisdiction.

2.2.1 Characterization of System-Wide Ecosystem Processes

This characterization will include a coarse analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describe and illustrate the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, the characterization will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.

- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2.2.2 Characterize Shoreline Functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. The shoreline will be separated into reaches based on land use and ecological processes. Functions will be described as they are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function based on current scientific understanding of the relationship between the conditions of ecosystem-wide processes and conditions within shoreline jurisdiction.

2.2.3 Conduct Shoreline Use Analysis; Analyze Opportunities for Public Access

The Consultant will conduct a shoreline use analysis:

- Identify current patterns of land uses in shoreline areas.
- Identify likely or projected uses in shoreline areas.
- As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
- Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
- Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.

The Consultant will identify current public access sites and opportunities for future access sites.

2.2.4 Identify Key Protection and Restoration Areas

This task is an extension of Task 2.2.1 through 2.2.3. Based on the findings of the previous analysis, the Consultant will identify key areas that should be targeted for specific protections to protect shoreline functions necessary to sustain ecological processes. The Consultant will also identify areas where functions have been impacted that should be targeted for restoration. This information will be included in the Characterization Report and related recommendations.

2.2.5 Prepare Map Portfolio

This task is broken out so that we can establish and track the specific level of effort spent creating the required Map Portfolio for the Characterization Report. The Consultant will prepare the map portfolio in preparation for it to be included in the Inventory and Characterization Report. The map portfolio will include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will support the analysis and illustrate findings that correspond with the narrative. The map portfolio prepared by the consultant shall include:

- Vicinity maps indicating the City location in the state and delineating watershed boundaries.
- Maps at the shoreline reach scale differentiating the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages.
- Maps at the shoreline reach scale that present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function.
- Maps at the shoreline management reach scale that indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing and projected land uses, designated critical areas and shoreline modifications.
- Maps at the shoreline management reach scale that indicates potential areas for shoreline water-oriented uses, public access, restoration and/or protection.
- A comprehensive map and list of public access to the City of Black Diamond shorelines.

The map portfolio will be included as part of the report that will be delivered at the end of Task 2.3 below.

2.3 Prepare Shoreline Inventory and Characterization Report

The Consultant will prepare a shoreline inventory and characterization report (including accompanying maps from Tasks 2.2.4 above) that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. Please see Task 2.2.4 description regarding the map folio.

Deliverables (3-hard copies and 1-digital copy with accompanying maps):

1. DRAFT shoreline inventory, characterization and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

Due Date: January 20, 2010

2.4 Demonstration of Compliance with DOE Guidelines

The Consultant will demonstrate how Phase 2 complies with DOE guidelines by completing the SMP Submittal Checklist for Phase 2.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).
2. (3-hard copies and 1-digital copy) Final Shoreline Inventory, Characterization and Analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3. This final report will address comments submitted by Ecology and other interested parties based on the DRAFT Shoreline Inventory, Characterization and Analysis produced under task 2.3 above.

Due Date: May 15, 2010

3. PHASE 3 – DRAFT SMP AND CUMULATIVE IMPACTS ANALYSIS

3.1 Community Visioning Process

The Consultant will provide leadership and assistance to the City in conducting a community visioning process to determine citizen goals and aspirations with respect to the findings of the shoreline characterization and analyses. The visioning process will identify shoreline management challenges and opportunities in the community and will be used to prepare a locally customized strategy for protecting shoreline ecological functions, water-oriented shoreline uses, public access (including views and aesthetics), and shoreline restoration consistent with SMA policy and SMP Guidelines objectives.

Deliverable: (digital copy)

1. Strategy for shoreline uses, public access, resource protection and restoration (Task 3.1).

Due date: August 1, 2010

3.2 Develop Shoreline Goals and Policies

The Consultant will prepare shoreline goals and policies that comply with the Shoreline Management Act and SMP Guidelines and are applicable throughout the local government's shoreline jurisdiction. Optional SMP components may include "general" SMP regulations that apply to specific uses or activities in all shoreline environments; and definitions from the SMA, SMP Guidelines (WAC 173-26) or Shoreline Management – Permits and Enforcement (WAC 173-27) that help SMP users understand important shoreline concepts or precise terms.

3.3 Develop Shoreline Environment Designations

The Consultant will develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

The Consultant will prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

Deliverable: (1-hard copy, 1-digital copy)

1. DRAFT Shoreline Master Program Environment Designations (Task 3.3) and General Goals and Policies (Task 3.2).

Due date: November 1, 2010

3.4 Develop Shoreline Use, Policies, and Regulations for Each Designation

The Consultant shall prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.

- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

3.5 Develop SMP administrative provisions

The Consultant will assist the City in the development of provisions for SMP administration, including necessary elements for permit administration, compliance, and enforcement described in Chapter 173-27 WAC. It is expected that the City will take the lead of writing this portion of the SMP and any related user's guide with technical input and guidance from the Consultant. Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines.

3.6 Prepare Preliminary Cumulative Impacts Analysis

The Consultant will evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP. (Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. Complete Draft SMP, including:
 - Draft general goals and policies and optional general regulations. (Task 3.2)
 - Draft environment designations and draft environment maps. (Task 3.3)
 - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
 - Draft administrative provisions. (Task 3.5)
 - Maps showing environment designations within shoreline jurisdiction
2. A preliminary cumulative impacts analysis of the SMP Environment Designations, Goals Policies, and Use/Modification Regulations to ensure consistency with recommended "protection measures" listed in the final Shoreline Inventory/Characterization (Task 2.4).

Due Dates: February 20, 2011

3.7 Demonstration of Compliance with DOE Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 3

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: March 1, 2011

Note: Based on the City's grant allocation schedule, we will need to do some limited work on the Restoration Plan in Year 2, even though it will be delivered in Year 3.

4. PHASE 4 – RESTORATION PLANNING, RE-VISITING DRAFT SMP AS NECESSARY

4.1 Develop Restoration Plan

Based on the Inventory and Characterization report, the Consultant will develop a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration Plan will include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

The Consultant will assist the City in contacting organizations conducting restoration work for assistance in developing restoration strategies. The City will take the lead in contacting these organizations. The restoration plan will identify overlaps in how and where restoration work is being conducted. An implementation strategy will include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. A complete restoration plan.

Due Date: August 15, 2011

(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)

4.2 Re-evaluate Regulations to Address Cumulative Impacts

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP.

Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

Deliverables (three hard copies and one digital copy, with accompanying maps):

1. Complete Final Draft SMP consisting of the following:
 - Revised Final draft SMP Designations, Goals/Policies, and Use/Modification Regulations that address any changes recommended within the preliminary cumulative impacts analysis.
 - Final cumulative impacts analysis evaluating the final draft SMP Environment Designations, Goals/Policies, Use/Modification Regulations and Restoration Plan, concluding no net loss of shoreline ecological functions based on the findings of the SMP Inventory/Characterization.
 - Final SMP jurisdiction maps and boundary descriptions

Due Date: September 15, 2011 (Allow approximately 45 to 60 days for Ecology to review and comment on the revised draft SMP and other documents.)

4.3 Prepare No Net Loss Report

The Consultant will prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss. The Consultant and the City will contact DOE and attempt to get approval for the consolidation of Task 4.3 with Task 4.2 (see similar intent between tasks in underlined portion).

Deliverables (one digital copy):

1. A report that demonstrates how no net loss will be achieved through SMP implementation.

Due Date: November 1, 2011

4.4 Demonstration of Compliance with DOE Guidelines

The Consultant will fill in the SMP Submittal Checklist for the tasks completed under Phase 4.

Deliverables:

1. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Due Date: November 1, 2011

5. PHASE 5 – LOCAL SMP ADOPTION PROCESS (LIMITED CONSULTANT SERVICES)

Based on the City's anticipated budget of \$60,000, the Consultant team's role in the local adoption process will be limited as indicate below. The City will take the lead on the local adoption process with the Consultant providing support, guidance, and technical assistance as needed through the City's review and adoption of the SMP.

5.1 Compile Draft SMP for Local and State Agency Review

The Consultant will assemble a complete draft SMP. The City will submit it to Ecology for informal review together with supporting documentation. The SMP will contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

5.2 SEPA review and documentation

The City will perform and document SEPA review pursuant to Chapter RCW 43.21C, the State Environmental Policy Act. This proposed scope and schedule assume that an environmental checklist will be all that is required for SEPA review. The Consultant will provide limited technical assistance as necessary for the City to complete the SEPA checklist.

5.3 Provide GMA 60-day notice of intent to adopt

Upon conclusion of Tasks 5.1, and 5.2, the City will notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

5.4 Hold Public Hearing/Adoption of Final SMP

The City will conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The City will hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment will be compiled. The Consultant will assist the City by being a resource for answering questions and/or assisting with presentations at one Planning Commission or City Council meeting. If additional resources are available, the Consultant will be happy to provide additional assistance.

5.5 Prepare a responsiveness summary

Prior to adoption of the draft SMP by the local elected body, the City will prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment. The Consultant will provide technical input on comment responses as necessary and as directed by the City.

5.6 Submit locally adopted SMP to Ecology

Following completion of the above tasks, the City will complete the adoption process for the SMP update and adoption by the local elected body, and submit the adopted Draft SMP to the Department of Ecology.

5.7 Demonstration of compliance with DOE guidelines

The consultant will prepare a Phase 5 submittal checklist to document compliance with SEPA, public notice, and procedural requirements associated with local adoption of the Shoreline Master Program.

Deliverables (two hard copies and one digital copy in Microsoft Word format, with accompanying maps):

1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 5.3) – City will provide
3. Evidence of compliance with GMA notice requirements. (Task 5.4) – City will provide
4. Public hearing record. (Task 5.5) – City will provide
5. Response to comments received. (Task 5.6) – city will provide with consultant assistance
6. A complete SMP Submittal Checklist. – Consultant will provide

Due Dates: June 30, 2012

EXHIBIT C

ATTACHMENT B - CONSULTANT SMP BUDGET

ATTACHMENT B - CONSULTANT SMP BUDGET	AHBL				OTAK					
	Principal in Charge	Project Manager	Planner 3	AHBL Total	Natural Resources Manager	Senior Wildlife Biologist	Senior Wetland Ecologist	OTAK Total	Consultant Team Total	
Billing Rates:	\$160	\$120	\$90		\$162	\$109	\$109			
1. Preliminary Shoreline Jurisdiction and Public Participation Plan	2	23	9	\$3,890	8	0	5	\$1,841	\$5,731	8.82%
1.1 Preliminary Assessment of Jurisdiction		2	4	\$600	4		4	\$1,084	\$1,684	
1.2 Public Participation Plan										
1.2.1 Public Participation Plan	1	4	4	\$1,000				\$0	\$1,000	
1.2.2 Implementation (assumes attendance at 5 meetings total)	1	16		\$2,080	4			\$648	\$2,728	
1.3 Phase 1 SMP Submittal Checklist		1	1	\$210			1	\$109	\$319	
2. Shoreline Inventory, Analysis, and Characterization	0	30	61	\$9,090	12	44	50	\$12,190	\$21,280	32.74%
2.1 Shoreline Inventory, Analysis, and Characterization		8	8	\$1,680	4	8	8	\$2,392	\$4,072	
2.2 Shoreline Analysis										
2.2.1 Characterization of system-wide ecosystem processes				\$0	1	8	8	\$1,906	\$1,906	
2.2.2 Characterize shoreline functions				\$0	1	8	10	\$2,124	\$2,124	
2.2.3 Analyze shoreline use and public access		8	5	\$1,410	1		2	\$380	\$1,790	
2.2.4 Identify key potential shoreline protection and restoration areas		1		\$120	2	4	4	\$1,196	\$1,316	
2.2.5 Prepare map portfolio		8	40	\$4,560				\$0	\$4,560	
2.3 Shoreline inventory and characterization report		4	8	\$1,200	2	16	16	\$3,812	\$5,012	
2.4 Phase 2 SMP Submittal Checklist		1		\$120	1		2	\$380	\$500	
3. Draft SMP & Cumulative Impacts Analysis	7	45	94	\$14,980	6	0	16	\$2,716	\$17,696	27.22%
3.1 Community visioning (one meeting)	1	4		\$640				\$0	\$640	
3.2 Develop general SMP policies and regulations	1	8	16	\$2,560				\$0	\$2,560	
3.3 Develop environmental designations	1	4	4	\$1,000				\$0	\$1,000	
3.4 Environment specific use, policies and regulations										
3.4.1 Develop shoreline use policies, regulations and standards	1	8	20	\$2,920	2		4	\$760	\$3,680	
3.4.2 Develop shoreline modification activity policies, regulations and standards	1	8	20	\$2,920	2		4	\$760	\$3,680	
3.5 Develop SMP administrative provisions	1	4		\$640				\$0	\$640	

3.6 Cumulative impact analysis	1	8	32	\$4,000	2		8	\$1,196	\$5,196	14.34%
3.7 Phase 3 SMP Submittal Checklist		1	2	\$300				\$0	\$300	
4. Restoration Plan and Revisions to Phase 3 Products	0	9	13	\$2,250	8	28	25	\$7,073	\$9,323	
4.1 Restoration plan		4	4	\$840	8	24	24	\$6,528	\$7,368	
4.2 Revisits draft environmental designations, policies and regulations, and finalize SMP jurisdictional maps		2	4	\$600				\$0	\$600	4.42%
4.3 No net loss report		2	4	\$600		4		\$436	\$1,036	
4.4 Phase 4 SMP Submittal Checklist		1	1	\$210			1	\$109	\$319	
5. Local SMP Adoption Process and Approval	2	13	11	\$2,870	0	0	0	\$0	\$2,870	
5.1 Assemble complete draft SMP	1	2	4	\$760				\$0	\$760	
5.2 SEPA review and documentation		2	2	\$420				\$0	\$420	
5.3 Provide GMA 60-day notice of intent to adopt		0		\$0				\$0	\$0	
5.4 Hold public hearing		4		\$480				\$0	\$480	
5.5 Prepare a responsiveness summary	1	4	4	\$1,000				\$0	\$1,000	
5.6 Submit locally adopted SMP to Ecology				\$0				\$0	\$0	
5.7 Phase 5 SMP Submittal Checklist		1	1	\$210				\$0	\$210	
TOTAL:	11	120	188	\$33,080	34	72	96	\$23,820	\$56,900	
SUBTOTAL									\$56,900	
SUBCONSULTANT MANAGEMENT									\$2,382	
REIMBURSABLE EXPENSES (COLOR PLOTS, COPYING, ETC.)									\$718	
GRAND TOTAL									\$60,000	

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance No. 09-922 creating new section of Municipal Code regarding the crime of disorderly conduct	Agenda Date: September 17, 2009		AB09-113
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	Asst. City Attorney – Greg Amann	X	
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		X
Cost Impact: 0	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Ordinance No. 09-922			
SUMMARY STATEMENT: This is a new ordinance, as the City’s code currently only references the State Disorderly Conduct statute. This Municipal Code is more specific.			
COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee reviewed on September 9 th and recommended forwarding to the Council for consideration.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-922, relating to crimes of disorderly conduct and amending section 9.56.020 of the Black Diamond Municipal Code.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 17, 2009			

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO. 09-922

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BLACK DIAMOND, KING COUNTY
WASHINGTON, RELATING TO CRIMES OF
DISORDERLY CONDUCT AND AMENDING SECTION
9.56.020 THE BLACK DIAMOND MUNICIPAL CODE**

WHEREAS, the City of Black Diamond finds it necessary and prudent to protect and maintain the health, safety, and welfare of the City by prohibiting certain disorderly, lewd, or dissolute conduct;

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

Section 1. Black Diamond Municipal Code Section 9.56.020 is hereby amended to read as follows:

9.56.020 Disorderly Conduct.

A. A person is guilty of disorderly conduct if the person:

1. Engages in fighting or brawling in public;
2. Intentionally disrupts or attempts to disrupt any lawful assembly or meeting of persons without lawful authority;
3. Instigates, promotes, or encourages any conduct that constitutes a criminal act or is likely to cause a breach of the peace or injury to persons or property; provided, that prior to making an arrest for such conduct, an order to disperse shall be given and a reasonable time allowed for such dispersion; provided further, that “conduct” shall not be construed to mean the exercise of one’s constitutional rights to legally protest;
4. Fails or refuses to disperse when ordered to do so by a peace officer or other public servant engaged in enforcing or executing the law;
5. After having been warned to desist, intentionally interferes with a peace officer who is attempting to lawfully perform his or her duties;

6. Intentionally uses offensive words or gestures toward another person or persons under circumstances likely to create a risk of assault or cause a breach of the peace;

7. Intentionally uses profane, offensive or indecent language or gestures and/or engages in any quarrel in any public conveyance so as to unreasonably disturb others, or intentionally interferes with or annoys any passenger therein so as to unreasonably disturb them or others;

8. Intentionally obstructs vehicular or pedestrian traffic without lawful authority;

9. Intentionally urinates or defecates in a public place, other than through the proper use of a public facility, under circumstances where the act could be observed by any member of the public;

10. Loiters in or about any public restroom for the purpose of engaging in or soliciting any lewd, lascivious, or unlawful act;

11. Persists in requesting assistance from a member of the public, whether such requested assistance be financial or otherwise, after the person being requested has declined to offer such assistance;

12. Provides unrequested goods or services to pedestrians, drivers, or passengers, then demands payment for such unrequested goods or services; or

13. For purposes other than to report an emergency or request immediate aid, intentionally and repetitiously calls 9-1-1 or any telephone number dedicated for reporting emergencies and/or requesting emergency assistance.

B. Disorderly conduct is a misdemeanor

Section 2. 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 3. 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 on the 17th day of September, 2009.

Passed by the City Council on the 17th day of September, 2009.

Howard Botts, Mayor

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Ordinance No. 09-923, relating to possession of drug paraphernalia	Agenda Date: September 17, 2009		AB09-114
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	Asst. City Attorney – Greg Amann	X	
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		X
Cost Impact: 0	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Ordinance No. 09-923			
SUMMARY STATEMENT: This ordinance prohibits the possession of drug paraphernalia in the City of Black Diamond, as well as correcting our outdated codes.			
COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee reviewed on September 9 th and recommended forwarding to the Council for consideration.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-923, relating to possession of drug paraphernalia adding new section 9.90.020, amending sections 9.90.010 and 9.90.130 and repealing section 9.90.090 of the Black Diamond Municipal Code.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 17, 2009			

CITY OF BLACK DIAMOND, WASHINGTON

ORDINANCE NO.09-923

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY WASHINGTON, RELATING TO POSSESSION OF DRUG PARAPHERNALIA, ADDING A NEW SECTION 9.90.020, AMENDING SECTIONS 9.90.010 AND 9.90.130, AND REPEALING SECTION 9.90.090 OF THE BLACK DIAMOND MUNICIPAL CODE

WHEREAS, the City of Black Diamond finds it necessary and prudent to protect and maintain the health, safety, and welfare of the City by prohibiting the possession of drug paraphernalia; and

WHEREAS, Chapter 9.90 of the Black Diamond Municipal Code contains some outdated references and duplicative provisions, that need to be corrected;

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

Section 1. Black Diamond Municipal Code Section 9.90.010 is hereby amended to read as follows:

9.90.010 Statutes incorporated by reference.

The following statutes regarding controlled substances and drug paraphernalia are incorporated by reference:

RCW 69.41.010	Definitions of legend drugs.
RCW 69.41.030	Possession of a legend drug unlawful.
RCW 69.41.050	Labeling requirements.
RCW 69.41.070	Penalties.
RCW 69.50.101	Definitions.
RCW 69.50.102	Definitions.
RCW 69.50.202	Nomenclature.
RCW 69.50.204	Marijuana defined as a controlled substance.
RCW 69.50.404	Penalties under other laws.
RCW 69.50.407	Conspiracy.
RCW 69.50.412	Prohibited acts and penalties regarding

	use of drug paraphernalia and sale to minors.
RCW 69.50.425	Minimum imprisonment.
RCW 69.50.505	Forfeiture of controlled substances and drug paraphernalia, and equipment and vehicles associated therewith.
RCW 69.50.506	Burden of proof; liabilities.
RCW 69.50.509	Search and seizure of controlled substances.
RCW 69.50.510	Search and seizure at rental premises— Notification of landlord.
RCW 69.52.040	Seizure of contraband.
RCW 9.47A.010	Definition.
RCW 9.47A.020	Unlawful inhalation—Exception.
RCW 9.47A.030	Possession of certain substances prohibited, when.
RCW 9.47A.040	Sale of certain substances prohibited, when.
RCW 9.47A.050	Penalty.
RCW 70.155.080	Possession of tobacco by minors— Penalties.

Section 2. A new section 9.90.020 is hereby added to the Black Diamond Municipal Code to read as follows:

9.90.020 Drug Paraphernalia – Possession prohibited.

It is unlawful for any person to possess drug paraphernalia, as defined in RCW 69.50.102, as amended, except that it is lawful for any person over the age of eighteen to possess sterile hypodermic syringes and needles for the purpose of reducing bloodborne diseases. A person who violates this section shall be guilty of a misdemeanor.

Section 3. Section 9.90.130 of the Black Diamond Municipal code is hereby amended to read as follows:

9.90.130 Violation--Misdemeanor

Unless otherwise specifically provided, any person who violates or fails to comply with any of the provisions of this chapter, or counsels, aids or abets any such violation or failure to comply is guilty of a misdemeanor and any

person convicted of such misdemeanor shall be punished as set forth in Section 9.00.110 of this code.

Section 4. Repealer. Section 9.90.090 of the Black Diamond Municipal Code is hereby repealed.

Section 5. 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 6. 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 on the 17th day of September, 2009.

Passed by the City Council on the 17th day of September, 2009.

Howard Botts, Mayor

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____
Effective Date: _____

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-636, declaring 1985 Dodge Ram as surplus property	Agenda Date: September 17, 2009		AB09-115
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Dan Dal Santo		
	Economic Devel. – Andy Williamson		
	Police – Kiblinger	X	
Cost Impact: 0	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Resolution No. 09-636			
SUMMARY STATEMENT: This authorizes the disposal of a 1985 Dodge Ram after it is declared as surplus property. This vehicle was seized under the DUI seizure statute on April 24, 2009 and later forfeited on July 9, 2009.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-636, declaring 1985 Dodge Ram as surplus property to the City.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 17, 2009			

RESOLUTION NO. 09-636

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
DECLARING A 1985 DODGE RAM AS SURPLUS
PROPERTY TO THE NEEDS OF THE CITY.**

WHEREAS, one 1985 DODGE RAM (WA B22941K) was seized by Officers of the Black Diamond Police Department, on or about April 24, 2009, on conviction for a violation of either RCW 46.61.502 or 46.61.504 or any similar municipal ordinance where the person convicted has a prior offense within seven years as defined in RCW 46.61.5055; and

WHEREAS, this matter went before the Hearing Examiner on motion of all parties for an order dismissing the forfeiture action on stipulation; and

WHEREAS, it was ordered that any right, title and interest of Wesley Davis in one 1985 Dodge Ram (WA B22941K) was forfeited to the Black Diamond Police Department, and it alone is vested with the interest, right and title in said property, and title of said property was transferred to the Black Diamond Police Department;

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

Section 1. The City Council declares the 1985 Dodge Ram as surplus property to the needs of the City.

Section 2. The City Council authorizes staff to make the 1985 Dodge Ram available for sale either by sealed bid, online auction, or other reasonable and allowable means.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-637, accepting Justice Assistance Grant in the amount of \$9,999 for purchase of a Livescan Fingerprinting System	Agenda Date: September 17, 2009		AB09-116
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger	X	
Cost Impact:			
Fund Source:			
Timeline:			
	Court – Kaaren Woods		
	Comm. Dev. – Steve Pilcher		
Attachments: Resolution No. 09-637, Application, Grant Agreement			
SUMMARY STATEMENT: <p>On June 11, 2009 the Police Department applied for a Justice Assistance Grant for the purpose of purchasing and implementing a Livescan Electronic Fingerprinting System and Security Detention Bench. Implementation of this system would reduce staff time by using a more efficient streamlined method. It would also benefit the citizens who are in need of fingerprinting services for background checks, concealed weapons permits and employment requirements as the Livescan system is quick and free of messy fingerprinting ink that can be inconvenient for persons getting fingerprinted.</p> <p>On June 16, the Police Department was notified the department was awarded a grant in the amount of \$9,999. Adoption of this resolution would accept the grant and authorize the execution of the Grant Agreement with Washington State Department of Community, Trade & Economic Development (CTED).</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-637, accepting the Justice Assistance Grant and authorizing the execution of Grant Number F09-34721-105 in the amount of \$9,999.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 17, 2009			

RESOLUTION NO. 09-637

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
ACCEPTING JUSTICE ASSISTANCE GRANT**

WHEREAS, the Washington State Department of Community, Trade and Economic Development has offered the Black Diamond Police Department a Justice Assistance Grant F09-34721-105 in the amount of \$9,999; and

WHEREAS, said grant would allow funding to purchase a Livescan Fingerprinting System and Security Detention Bench; and

WHEREAS, said grant is a reimbursement grant with no matching funds required;

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

Section 1. The Black Diamond City Council accepts and authorizes the execution of the Justice Assistance Grant F09-34721-105 in the form attached hereto as Exhibit A in the amount of \$9,999.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF
SEPTEMBER, 2009.**

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk



CTED

Innovation is
in our nature.

Community, Trade & Economic Development

Justice Assistance Grant

FFY 2009 America Recovery & Reinvestment Act

April 2009

Local Government Formula Distribution

Application Package



Rogers Weed
Director

ELIGIBILITY NOTE:

Only jurisdictions listed below are eligible to receive funding under this program. Selection criteria:

- the jurisdiction submitted their own Uniform Crime Reporting (UCR) data for the last three years as identified by the Bureau of Justice Assistance, and
- were not awarded a local government formula grant award under the FFY 2009 American Recovery and Reinvestment Act through the Justice Assistance Grant program directly by the Bureau of Justice Assistance

ASOTIN, City of
BINGEN, City of
BLACK DIAMOND, City of
BLAINE, City of
BRIER, City of
BUCKLEY, City of
CARNATION, City of
CASTLE ROCK, City of
CHELAN, City of
CHEWELAH, City of
CLE ELUM, City of
CLYDE HILL, City of
COLFAX, City of
COLLEGE PLACE, City of
COLTON, City of
COLUMBIA County
COLVILLE, City of
CONNELL, City of
COSMOPOLIS, City of
COULEE CITY, City of
COULEE DAM, City of
COUPEVILLE, City of
CUSICK, City of
DARRINGTON, City of
DAVENPORT, City of
DUPONT, City of
DUVALL, City of
EATONVILLE, City of
ELMA, City of
ELMER CITY, City of
ENUMCLAW, City of
EPHRATA, City of
EVERSON, City of
FERRY County
FORKS, City of
GARFIELD County
GARFIELD, City of
GOLDENDALE, City of
GRAND COULEE, City of
GRANGER, City of
GRANITE FALLS, City of
HARRINGTON, City of
ILWACO, City of

KETTLE FALLS, City of
KITITITAS, City of
KLICKITAT County
LA CENTER, City of
LA CONNER, City of
LAKE FOREST PARK, City of
LANGLEY, City of
LIBERTY LAKE, City of
LINCOLN County
LONG BEACH, City of
LYNDEN, City of
MABTON, City of
MALDEN, City of
MCCLEARY, City of
MEDICAL LAKE, City of
MEDINA, City of
MERCER ISLAND, City of
MONTESANO, City of
MORTON, City of
MOSSYROCK, City of
MOXEE, City of
NAPAVINE, City of
NEWCASTLE, City of
NEWPORT, City of
NISQUALLY TRIBE
NOOKSACK TRIBE
NORMANDY PARK, City of
NORTH BEND, City of
NORTH BONNEVILLE, City of
NORTHPORT, City of
OAKESDALE, City of
OAKVILLE, City of
OCEAN SHORES, City of
ODESSA, City of
OROVILLE, City of
ORTING, City of
PACIFIC, City of
PALOUSE, City of
PE ELL, City of
PEND OREILLE County
POMEROY, City of
PROSSER, City of
RAINIER, City of

REPUBLIC, City of
RIDGEFIELD, City of
RITZVILLE, City of
ROSALIA, City of
ROSLYN, City of
ROY, City of
ROYAL CITY, City of
RUSTON, City of
SAMMAMISH, City of
SAN JUAN County
SELAH, City of
SEQUIM, City of
SKOKOMISH TRIBE
SNOQUALMIE, City of
SOAP LAKE, City of
SOUTH BEND, City of
SPRINGDALE, City of
STANWOOD, City of
STEILACOOM, City of
SULTAN, City of
SUMAS, City of
SWINOMISH TRIBE
TEKOA, City of
TENINO, City of
TIETON, City of
TOLEDO, City of
TONASKET, City of
TWISP, City of
UNIONTOWN, City of
VADER, City of
WAHKIAKUM County
WARDEN, City of
WEST RICHLAND, City of
WESTPORT, City of
WHITE SALMON, City of
WHITMAN County
WILBUR, City of
WILKESON, City of
WINLOCK, City of
WINTHROP, City of
WOODWAY, City of
YARROW POINT, City of
ZILLAH, City of

BACKGROUND, ORIENTATION, AND INSTRUCTION

The America Recovery and Reinvestment Act has made available for expenditure a significant amount of funding for distribution through the Justice Assistance Grant program from the date the state's grant application is approved until June 30, 2010.

Congress has set as national goals two measures that will require a significant change in the application process for grants. The first goal is for half of the total state awards to be fully contracted out no later than June 17, 2009. The second goal is for all users of stimulus funding to be held accountable. The impact of all supported effort is to be reported. The impact is to be based upon common performance measures based upon the characterization of the supported projects.

Eligible activities are those related to the provision of criminal justice services, or improvements of the criminal justice system within the following seven purpose areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug Treatment programs.
6. Planning, evaluation, and technology improvement programs.
7. Victims of crime (non-compensatory).

Ineligible expenses include but are not limited to:

- Construction.
- Procurement of vehicles except as specified in the application.
- Procurement of Land.
- Contingency funds.
- Automatic and other military-class weapons.
- Victims' compensation.
- Direct reimbursement of victim or witness expenses.
- Payment of fines or legal penalties.
- Payment of rewards.

A complete list will be provided if during the application review process, or at the time of contracting, any ineligible expense is noted.

Orienting and funding information:

- A total of \$1,349,865 is available for this program.
- Individual project funding is \$9,999 per eligible jurisdiction.
- This is a formula award, not competitive. Review is verify the proposed activities are eligible and minimum reporting elements are identified.
- Each proposal will be viewed in the broadest of terms to allow maximum utilization of funds.
- To avoid delays in the signature process, the application may be returned with the certified assurances package and locally executed grant agreement. If delay in obtaining signature on the other documents is expected please return the application independently.
- There is no 'Match' requirement.
- Standard federal non-supplanting restrictions apply.

Standardized grant applications will include only five basic forms, which are:

- 1) Applicant Agency and Contact Information – Self Explanatory
- 2) Proposal Narrative – A common format for the description of your proposal is provided. While rigid compliance is not an absolute requirement (provision is made for inclusion of critical information that doesn't fit the standard), applications that are not comparable against other applications will normally receive lower competitive scores and are less likely to be approved. Every attempt should be made to keep each proposal narrative to only two or three pages. Rating panels normally consider proposals lacking clear and concise project descriptions to be a result of failure to think through a project.
Note: If attachments are necessary, they may be attached beyond the two- to three-page limitation. However, attachments to present timelines, organizational structure, etc. should never be relied upon to convey the basic proposal.
- 3) Characterization – This form has two key uses. First, characterization using nationally standardized criteria will allow the State Administering Agency to ensure program accountability, and to roll-up quarterly activity into summarized state reporting for the Bureau of Justice Assistance and Congress. Second, the information checked in Block 2 identifies applicant-relevant information on the next form.
- 4) General Performance Measures – This form identifies national performance measures for the applicants, which become reporting requirements.
- 5) Specific Reporting Elements – Specific reporting elements of the proposal are identified areas of federal concern, general indicators of success by program type, and unique indicators of project accomplishment not otherwise included.

Reporting requirements – Quarterly activity reports will be due within 6 days of the end of each calendar quarter within the contract period, and within 6 days of the end of the contract period. The General Performance Measures (Number 4 above) and the Specific Reporting Elements (Number 5 above) collectively define the reporting requirements of any approved application/project.

Questions

If you have questions, call Bill Johnston at (360) 725-3030 or Harvey Queen at (360) 725-3034.

Submission Checklist

	Form/Page	Completed
Application Face Sheet	1	<input checked="" type="checkbox"/>
Proposal Narrative	2	<input checked="" type="checkbox"/>
Proposal Description and Tracked Characteristics	3	<input checked="" type="checkbox"/>
General Performance Measures	4	<input checked="" type="checkbox"/>
Specific Reporting Measures	5	<input checked="" type="checkbox"/>

Submission Instructions:

Due Date: Please submit completed applications, with signed contracts and certification packages, to the address below, not later than June 5, 2009.

Attn: Suzanne Walker
CTED/CSD/SDFC
906 Columbia Street SW
PO Box 42525
Olympia, WA 98504-2525

JUN 11 2016

APPLICATION FACE SHEET

Proposal Title Livescan Fingerprinting Program	SDFC
---------------------------------------------------	------

Program Category (Mark only one line)	
Law Enforcement Programs – General	
Narcotics Task Force Project	
Gang Enforcement Project	
Prosecution and Court Programs – General	
Drug Courts (including Opn's & Coord)	
Prevention and Education Programs – General	
Gang Prevention/Intervention	
Corrections and Community Corrections	
Drug Treatment and Enforcement Programs – General	
Drug Courts (Treatment only)	
Planning, Evaluation, and Technology Programs – Specify in the blank area to the right	
Livescan (electronic fingerprinting)	XXXXXX
Crime Victim and Witness Programs (non-compensatory)	

Requesting Jurisdiction (e.g. City of Xxxx or Xxxx County)	City of Black Diamond
Requesting Division or Agency	Police Department

Other participating or collaborating jurisdictions or agencies if appropriate (List)	
--------------------------------------------------------------------------------------	--

Point of Contact (Name)	Jeff Miller
Title	Commander
Phone Number	253-631-1012
Fax Number	360-886-2901
Email Address	jmiller@police.ci.blackdiamond.wa.us
Mailing Address – Street ¹	25510 Lawson St
– Street ²	
– City	Black Diamond
– State	WA
– Zip+4	98010-9721

Chief Executive Officer Commissioner, Mayor, City Manager of jurisdiction	Signature
Title	Name

Agency/Division Information (normally available from the business, payroll or accounting office) (leave blank if unknown)	
Tax Payer Identifier (TIN/EIN)	916016204
Uniform Business Identifier (UBI)	
Dun & Bradstreet # (DUNS)	195690011

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PROPOSAL NARRATIVE

Please address each of the criteria/considerations listed below, in sequence, clearly labeling each section. Even if criteria are mute for your specific proposal, label the section and follow it with a “Not Applicable” annotation.

The bulleted items following each major header serve to indicate the type of information being sought. Not all of these may be relevant to a given proposal, while additional information may be necessary for other proposals. Present the information you believe will be necessary to competitively review and rate your proposal. If a specific bulleted item is not applicable, there is no need to label/present the bullet in your program narrative.

Please use: Arial (10 point) or Times New Roman (12 point) Font

1 inch Margins

Bullets or phrases, as appropriate

Abbreviations—provided the full title/abbreviation is provided earlier in the text

Please limit your program narrative to not more than three pages.

The program narrative should include:

1. Program Title – Centered on the topmost line, and bolded
2.

<u>Criteria</u>	<u>Information to be included</u>
Concept	<ul style="list-style-type: none">• What is the problem addressed, how wide-spread, severe?• How do you propose to address the problem?• Is the proposal a ‘model’ or a ‘best practice’ model?
Goal/Outcomes	<ul style="list-style-type: none">• Projected outcomes, outputs, and spin-off benefits <p>Note: This will also be addressed in Performance Measures.</p>
Scope	<ul style="list-style-type: none">• Geographic area served• Numbers and targeted audience to be served
Duration of Impact	<ul style="list-style-type: none">• Only during funding• During funding, and for a set period after funding ends• During funding, with diminishing returns for period thereafter
Feasibility/Prerequisites	<ul style="list-style-type: none">• Probability of success• Prerequisite events (legislation, completion of study, etc.)
Coordination and Collaboration	<ul style="list-style-type: none">• Integration and management with other activities or participants
Duplication and Parallel Effort	<ul style="list-style-type: none">• Differentiation from related activities: reinforcement, replacement, or independent efforts
Funding	<ul style="list-style-type: none">• Prior funding• Current funding—local and other funding supporting this proposal
Other Critical Information	<ul style="list-style-type: none">• Variable—Dependent upon the specific proposal

Livescan Electronic Fingerprinting Program

Concept:

The Black Diamond Police Department is looking for innovated ways to increase accuracy and efficiency in streamlining our current fingerprinting practice. Many instances of prints obtained and submitted to the Federal Bureau of Investigations are not of usable quality. Traditional fingerprinting methods can be messy and time consuming. Available technology is available to provide electronic fingerprinting by purchasing and using the Livescan Electronic Fingerprinting Systems and Security Detention Bench.

Goal/Outcomes:

There are several projected outcomes and benefits for implementing this program. Staff time would be reduced by using a more efficient, streamlined method. The fingerprint quality obtained would result in a more detailed, accurate print that would be electronically sent to the Federal Bureau of Investigation as opposed to mailing them, thus saving time and money. In turn, personnel at the Federal Bureau of Investigations reviewing prints would save staff time as prints submitted are already screened by the Livescan system.

Some other beneficial outcomes of implementing the system is providing a service to citizens that are in need of fingerprinting services for reasons of background checks for concealed weapons permits and employment requirements. The Livescan system is quick and free of messy fingerprinting ink that can be inconvenient for persons getting fingerprinted. Lastly, the city can have a cost savings on not needing to keep fingerprinting supplies on hand.

The Security Detention Bench would provide officers a safe and effective way to detain individuals for an administrative booking while preparing the Livescan Fingerprinting System.

Scope:

The scope of this program is to serve the City of Black Diamond located in Southeast King County. The City of Black Diamond has a population of approximately 4200. The program would serve employees of the City of Black Diamond, specifically its records staff and officers performing administrative bookings and other fingerprinting services, along with its citizens that are in need of fingerprinting services.

Duration of Impact:

The duration of this program would be during funding and with continuing returns for an indefinite period of time or until the technology becomes obsolete.

Feasibility/Prerequisites

There is a high probability of success using the Livescan Fingerprinting System and it has been proven to assist many criminal justice agencies in their fingerprinting programs. There are no prerequisite events involved with this program.

Coordination and Collaboration:

Not Applicable

Duplication and Parallel Effort:

There are no parallel efforts noted in implementing this program. Nearby agencies that have Livescan systems only serve the citizens that live in their respective jurisdictions. City of Black Diamond residents can not utilize fingerprinting programs offered by other agencies unless they are involved in an arrest and booking by that specific agency. Black Diamond residents are required to request fingerprinting in the jurisdiction they live in.

Funding:

The City of Black Diamond does not currently have funds allocated to implementing the Livescan Fingerprinting System and there have not been any past budget requests for this system. Funding would be solely based on the awarding of the grant.

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PROPOSAL DESCRIPTION AND TRACKED CHARACTERISTICS

This form is to characterize your proposal utilizing specified federal criteria.

Proposal Description and Tracked Characteristics - All Programs/Projects:				
1	Authorizing Program Area – Check the appropriate entry(s): (This should match the Application Face Sheet)			
		<input type="checkbox"/> Law Enforcement Programs		
		<input type="checkbox"/> Prosecution and Court Programs		
		<input type="checkbox"/> Prevention and Education Programs		
		<input type="checkbox"/> Corrections and Community Corrections		
		<input type="checkbox"/> Drug Treatment and Enforcement Programs		
	XX	<input checked="" type="checkbox"/> Planning, Evaluation, and Technology Programs		
		<input type="checkbox"/> Crime Victim and Witness Programs (non-compensatory)		
2	Approach and Activity Type:			
	Activity Type		Approach Type	
	a	Coordinate/organize local/state initiatives	1	Provision of services directly to individuals or communities
			2	Improvements in effectiveness or efficiency of the criminal justice system
	b	Conduct research, evaluation, or product development activities	1	Provision of services directly to individuals or communities
			2	Improvements in effectiveness or efficiency of the criminal justice system
	c	Conduct training for criminal justice system staff	Improvements in effectiveness or efficiency of the criminal justice system	
	d	Conduct/provide technical assistance to criminal justice system staff		
	e	Employ personnel		
XX	f	Purchase equipment and supplies (other than incidental to other approaches)		
	g	Purchase contractual support		
	h	Develop, implement or, improve information systems for the criminal justice system		
3	Recipient Type (of the service to be rendered):			
	XX	Individuals (public)		
		Community		
	XX	Criminal justice system—Individuals		
	XX	Criminal justice system—Agencies		
4	Population Served:			
	Ages (specify targeted range of ages)		Race (Specify or enter N/A)	Gender (Specify Male, Female, N/A)
	ALL		N/A	N/A
5	Targeted geographic location type			
	XX	Rural		
		Urban		
		Metropolitan		
		Tribal (if checked, also check one of the above geographic location options)		
6	Crime Type			
	X	Violent		
	X	Property		
	X	Drug		
	X	Gang		
	X	Hate		
		Against specific at-risk group, specify group		
		Other, specify		

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GENERAL PERFORMANCE MEASURES

Complete all the sections that correspond to the check boxes on the "Proposal Description and Tracked Characteristics" Form, Block 2 (Page 3-1). Respond only to those Performance Measures that support your programs activities (do not enter more than required).

Note: You will be required to report quarterly on the achievement of each goal.

Tracked Characteristics Block 2 Reference ↓	Activity Performance Measure Outputs & Outcomes	Goal (Complete if Relevant) ↓
A1	Coordinate/organize local/state initiatives by provision of services directly to individuals or communities Output Measures: Number of individuals or communities to be served _____ Number of program slots to be offered through this initiative _____ Number of hours of program services to be offered through this initiative _____ Outcome Measures: Percent of individuals or communities that receive the intended amount of service _____ Percent of individuals or communities that show the desired change of awareness, knowledge, behavior, or procedures _____	
A2	Coordinate/organize local/state initiatives by improvements in effectiveness or efficiency of the criminal justice system Output Measures: Number of organizations/units/departments to be involved in the coordination _____ Number of local or state initiatives planned _____ Outcome Measures: Percent of initiatives implemented _____ Percent of individuals or communities served _____ Percent of individuals or communities that received the intended amount of programming _____ Percent of individuals or communities that showed the desired change in awareness, knowledge, behavior, or procedures _____	
B1	Conduct research, evaluation, or product development activities by provision of services directly to individuals or communities Output Measures: Number of individuals or communities to be served by the initiative _____ Number of programs to be supported by the initiative _____ Outcome Measures: Percent of communities that received the intended amount of funding _____ Percent of supported initiatives completing projects supported _____	

B2	Conduct research, evaluation or product Development activities Improvements in effectiveness or efficiency of the criminal justice system Output Measures: Amount of funds awarded for research, evaluation or development studies and projects _____ Topics for research evaluation or product development projects _____ Number of research studies completed _____ Number of program evaluations completed _____ Number of products developed _____ Outcome Measures: Percent of products accepted by BJA standards _____ Topics for research, evaluation or product development projects _____ Number of research studies completed _____ Number of program evaluations completed _____ Number of training curricula developed _____ Percent of research studies, evaluations or products developed that resulted in dissemination _____ Percent of units that report improved efficiency (e.g. faster access to information, reduced time to used for data entry) _____ Percent of units that report increased program quality (e.g. programming decisions are based on high quality data) _____
C	Conduct training for criminal justice system staff through improvements in effectiveness or efficiency of the criminal justice system Output Measures: Number of criminal justice system staff to be trained _____ Number of hours of training to be provided _____ Outcome Measures: Percent of Criminal justice staff that completed training _____ Percent of criminal justice staff that rated the training useful _____ Percent of criminal justice staff that exhibited an increase in knowledge or skills _____ Percent of criminal justice staff that use the knowledge or skills gained to change their on-the-job behaviors _____
D	Conduct/provide technical assistance to criminal justice system staff through improvements in effectiveness or efficiency of the criminal justice system Output Measures: Number of criminal justice system staff to receive TA _____ Number of hours of TA to be provided _____ Outcome Measures: Percent of criminal justice staff that received the intended amount of TA _____ Percent of criminal justice staff that rated the TA as useful _____ Percent of criminal justice staff that exhibited an increase in knowledge of skills _____ Percent of criminal justice staff that use the knowledge or skills gained to change their on-the-job behaviors _____

E	Employ personnel as a result of improvements in effectiveness or efficiency of the criminal justice system	
	Output Measures:	
	Number and type of criminal justice FTEs to be paid for using JAG funds	_____
	Outcome Measures:	
	Percent of JAG-funded units that report improved efficiency (for example: reduced case backlog, increased contact with victims)	_____
F	Percent of JAG-funded units that report increased program and quality (for example: per staff caseload meets professional standards, increased availability of specialized services)	_____
	Purchase equipment and supplies (other than incidental to other approaches) as a result of improvements in effectiveness or efficiency of the criminal justice system	
	Output Measures:	
	Amounts and types of equipment or supplies to be purchased	1 Livescan System
	Number of organizations/units/departments to directly benefit from the equipment or supplies to be purchased with JAG funds	1
	Outcome Measures:	
	Percent of organizations/units/departments that report having the needed equipment or supplies	25
	Percent of units that report improved efficiency (for example: staff do not lose time waiting for supplies)	100
	Percent of units that report increased program quality (for example: staff have the equipment to do their jobs properly)	100
G	Purchase contractual support as a result of improvements in effectiveness or efficiency of the criminal justice system	
	Output Measures:	
	Number and type of contracted FTEs to be paid for using JAG funds	_____
	Outcome Measures:	
	Percent of JAG-funded units that report improved efficiency (for example: reduced case backlog, increased contact with victims)	_____
H	Percent of JAG-funded units that report increased program and quality (for example: per staff caseload meets professional standards, increased availability of specialized services)	_____
	Develop, implement, or improve information systems for the criminal justice system as a result of improvements in effectiveness or efficiency of the criminal justice system	
	Output Measures:	
	Number of organizations/units/departments whose information systems to be improved	_____
	Outcome Measures:	
	Percent of units that report improved efficiency (for example: faster access to information, reduced time used for data entry)	_____
	Percent of units that report increased program quality (for example:	_____

programming decisions are based on high quality data)

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SPECIFIC REPORTING MEASURES

There are three major sections required to complete this form:

- Additional Specifics
- General Issue Responses
- Program Category Specifics

The relevant segments of each section will be mandatory reporting elements on your quarterly activity reports as well as the achievement of the goals specified on the General Performance Measures form.

Additional Specifics:

In addition to the Performance Measures' Outputs and Outcomes defined on the General Performance Measures form, what measures are required to clearly reflect accomplishment of the proposal as stated in the Program Narrative. For example, the following illustration reflects the proposal's goal in a much clearer manner than the summarized/categorized measures.

Reporting Measure

Achievement

Place into operation one new communication tower enabling the county 911 Center/Police Mobile Computers to communicate across the entire service area/county.

Each applicant should identify the Additional Specific Reporting Measures appropriate to their proposal. Do not skip an item merely because it is vaguely identified on the Program Narrative or the General Performance Measures. If Additional Specifics are not specified by the applicant, the selection committee or the granting agency may define such measures and require their reporting as a special condition to the grant agreement.

Reporting Measure

Achievement

1. Place into service a new Livescan Fingerprint System to ensure efficient, accurate and reliable fingerprinting processing for both public and criminal justice printing	
2.	
3.	
4.	

PROGRAM CATEGORY SPECIFICS

There are a number of categorical program measures that are of specific interest to the Department of Justice that must be responded to at a statewide level that are not collected elsewhere. Therefore please check each block of questions below which relate to any portion of your proposal. You will thereafter be required to report on the selected questions in your quarterly activity reports.

Check if
Relevant to
Proposal

Categorical Program Measures

	Law Enforcement Programs – Drug Enforcement:
	1. Number of Meth Investigations. How many meth related investigations were conducted?
	2. How many meth related search warrants were issued?
	3. How many meth related arrests were made?
	4. Number of meth labs seized. How many meth labs were seized? How many involved minors?
	5. How many meth dump sites were discovered?
	6. How many meth related sites were mitigated or cleaned up?
	7. Amount of meth seized. How much meth was seized in grams? Street value?
	8. How much meth precursors was seized in grams?
	9. How much meth was purchased in grams? Street value?
	Law Enforcement Programs – Gangs:
	10. Number of gang investigations. How many gang investigations occurred?
	11. How many arrests resulted from these investigations?
	12. How many successful prosecutions resulted from these investigations?
	13. Number of specialized gang units or officers. How many officers received intensive training on gangs?
	14. How many officers were solely dedicated to gang interdiction activities?
	15. How many specialized gang units/task forces were in operation?
	16. Number of gang intelligence systems. How many gang intelligence systems were developed?
	17. How many intelligence systems were subscribed to for gang related purposes?
	18. How many officers were trained for these systems? Given access to these systems?
	Law Enforcement Oriented Prevention Programs:
	19. How many prevention awareness trainings were provided for law enforcement?
	20. How many school resource officers were funded?

XX	Law Enforcement Programs – Other Emphasis:	
	21.	What is/are the primary emphasis of the project(s)? To ensure efficient, accurate and reliable fingerprinting of individuals
	22.	Equipment/service procured? Livescan Fingerprinting
	23.	Impact of the project? To provide quality fingerprint samples, quickly and efficiently taking less staff time.

	Gang Intervention/Diversion Programs:	
	24.	School based programs?
	25.	Community based programs?
	26.	How many trainers were trained?
	27.	Number of community-based social intervention/gang diversion programs?
	28.	How many participants were enrolled?
	29.	How many participants successfully completed the programs and/or remained in the program for a year or more?
	30.	How many participants were enrolled?
	31.	How many participants successfully completed the programs and/or remained in the program for a year or more?

	Alternative to Incarceration Programs:	
	32.	How many offenders participated?
	33.	How many offenders successfully completed the programs?
	34.	How many offenders remained arrest-free for six months following completion of the program

	Drug Courts:	
	35.	Number of drug court programs. How many drug courts were funded?
	36.	How many drug court participants?
	37.	How many drug court graduates?
	38.	How many remained drug-free six months after program completion?

	Treatment Programs:	
	39.	Is the treatment provided linked to another project (drug courts, invention, etc.)? If so, what type of project?
	40.	Institutional-based treatment programs, number of participants?
	41.	Community-based treatment programs, number of participants?
	42.	How many aftercare programs were funded, number of participants?
	43.	How many participants successfully completed the programs and/or remained in the program for a year or more?

General Issue Responses:

A number of summary issues, which are awkward to respond to using the General Performance Measures or the Additional Specific Responses, must be responded to at a statewide level to the Department of Justice. Therefore response to each question is required in each reporting quarter.

If necessary, you may respond with a simple "No" or "Not Applicable." However, please do not leave any response blank.

1	What were your accomplishments within this reporting period?
	Not Applicable
2	What goals were accomplished, as they relate to your grant application?
	Research and cost analysis of procurement of Livescan
3	What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
	Not Applicable
4	Is there any assistance that CTED can provide to address any problems/barriers identified in Question 3 above?
	No
5	Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO. If no, please explain.)
	Yes
6	What major activities are planned for the next six months?
	Purchase, implementation and training of Livescan
7	Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?
	No
8	Number of individuals added (hired) for this project? (Please express as Full Time Equivalents.)
	Not Applicable
9	Number of individuals retained or transferred to this project that would otherwise have been laid off? (Exclusive of numbers for Question 8 above.) (Please express as Full Time Equivalents.)
	Not Applicable



CTED

Community, Trade and
Economic Development

Grant to

The City of Black Diamond

Through
the

Received

Justice Assistance Grant
Local Formula Distribution Program

SDFC

For

To provide U.S. Department of Justice, Bureau of Justice Assistance funding to units of local government to recover or retain criminal justice related jobs, or to improve the operations of the criminal justice system.

**Under the American Recovery and Reinvestment Act
(ARRA) of 2009**

Start date: July 1, 2009



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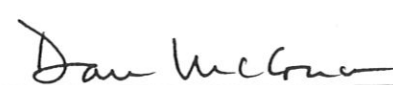
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FACE SHEET

Grant Number: F09-34721-105

Washington State Department of Community, Trade and Economic Development
Local Government Division
Safe and Drug-Free Communities Unit
LOCAL FORMULA DISTRIBUTION

1. Contractor's Name and Address: City of Black Diamond 25510 Lawson Street P.O. Box 309 Black Diamond, WA 98010		2. Contractor Doing Business As (Optional) <div style="text-align: right;">Received</div> <div style="text-align: center; margin-top: 20px;">JUN 10 2009</div>	
3. Contractor Representative Jamey Kiblinger Acting Police Chief (253) 631-1012 (360) 886-2901 jkiblinger@cityofblackdiamond.com		4. CTED Representative <div style="text-align: right;">SDFC</div> Bill Johnston Program Manager (360) 725-3030 (360) 586-0489 P.O. Box 42525 128 10th Avenue SE Olympia, WA 98504-4000	
5. Contract Amount \$ 9,999.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2009	8. End Date June 30, 2010
9. Federal Funds (as applicable)		Federal Agency: Department of Justice CFDA Number: 16.803	
10. Contract Purpose To provide U.S. Department of Justice, Bureau of Justice Assistance funding to units of local government to recover or retain criminal justice related jobs, or to improve the operations of the criminal justice system. CTED, defined as the Department of Community, Trade and Economic Development, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" Statement of Work, Attachment "B" – Budget, Attachment "C" – Additional Provisions Under the American Recovery And Reinvestment Act of 2009 Public Law 111-5, Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by CTED as pre-requisites for execution of this Agreement.			
FOR THE CITY  Name: <u>JEFF MILLER</u> Title: <u>COMMANDER</u> <u>06.15.09</u> Date:		FOR THE DEPARTMENT  Dan McConnon, Assistant Director Community Services Division <u>6/23/09</u> Date: APPROVED AS TO FORM ONLY <div style="text-align: right;">Sandra Adix</div> Sandra Adix Assistant Attorney General <u>May 8, 2009</u> Date:	

SPECIAL TERMS AND CONDITIONS

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 2009-SU-B9-0028 awarded by United States Department of Justice Bureau of Justice Assistance. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice. Grant funds are administered by the Safe and Drug Free Communities Unit, Community Services Division, Washington State Department of Community, Trade and Economic Development."

CTED, as a recipient of American Recovery and Reinvestment Act (hereinafter "Act") funds is legally obligated and must meet accountability and reporting requirements under the Act. The state of Washington or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy, or procedure. CTED is responsible for incorporating these requirements into the performance of this Grant. Although all requirements have not yet been identified, please expect additional reporting requirements, to include, but not limited to, performance outcomes such as created or retained jobs.

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for CTED and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

CTED shall pay an amount not to exceed the amount specified in block five of this Agreement's facesheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

CTED will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for CTED on at least a quarterly basis, though not more often than monthly.

The Grantee will utilize only invoice forms provided by CTED to request reimbursement under this grant.

If the Grantee is past due in submitting the required quarterly activity reports, CTED shall withhold payment of all invoices until the required reports are received.

Payment shall be considered timely if made by CTED within thirty (30) calendar days after receipt of properly completed invoices or receipt of past due activity reports, whichever is later. Payment shall be sent to the address designated by the Grantee.

CTED may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by CTED.

SPECIAL TERMS AND CONDITIONS

Duplication of Billed Costs

The Grantee shall not bill CTED for services performed under this Agreement, and CTED shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

If the Grantee utilizes a regional or state sponsored risk pool, or is self indemnified, the Grantee will notify CTED's representative of that fact within fifteen (15) calendar days of the Grant start date.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give CTED thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to CTED within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

SPECIAL TERMS AND CONDITIONS

- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at CTED's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that CTED will be provided thirty (30) days advance written notice of cancellation.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment 1-Certifications and Assurances for American Recovery and Reinvestment Act of 2009
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Additional Provisions Under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
- Grantee's application for Justice Assistance Grant funding for the activities supported by this Agreement
- Grantee's certifications and assurances provided as a prerequisite for execution of this Agreement
- General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- C. "CTED" shall mean the Department of Community, Trade and Economic Development.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the Grant only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. APPROVAL

This Grant shall be subject to the written approval of CTED's authorized representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

GENERAL TERMS AND CONDITIONS

6. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of CTED.

7. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

8. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

CTED reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to CTED requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantees to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor contract number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

GENERAL TERMS AND CONDITIONS

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by CTED.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Community Trade and Economic Development
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by CTED.
- Copy of the Management Letter.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- 1. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:**
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 - d. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 2. Where the Grantee is unable to certify to any of the statements in this grant, the Grantee shall attach an explanation to this Grant.**
- 3. The Grantee agrees by signing this grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by CTED.**
- 4. The Grantee further agrees by signing this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:**

GENERAL TERMS AND CONDITIONS

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this Grant, such grantee shall attach an explanation to this Grant.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact CTED for assistance in obtaining a copy of these regulations.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by CTED that is designated as "confidential" by CTED;
 2. All material produced by the Grantee that is designated as "confidential" by CTED; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CTED or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide CTED with its policies and procedures on confidentiality. CTED may require changes to such policies and procedures as they apply to this Grant whenever CTED reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by CTED. Upon request, the Grantee shall immediately return to CTED any Confidential Information that CTED reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify CTED within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

GENERAL TERMS AND CONDITIONS

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CTED. CTED shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CTED effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to CTED a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CTED.

The Grantee shall exert all reasonable effort to advise CTED, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide CTED with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. CTED shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantees.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with CTED's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

GENERAL TERMS AND CONDITIONS

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

16. EQUAL OPPORTUNITY TREATMENT FOR FAITH BASED ORGANIZATIONS

The Grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

17. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

18. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

19. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, CTED, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, CTED, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

20. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or CTED. The Grantee will not hold itself out as or claim to be an officer or employee of CTED or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

GENERAL TERMS AND CONDITIONS

21. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, CTED may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. CTED may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by CTED under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

22. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. Section 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

GENERAL TERMS AND CONDITIONS

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968 12 USC 17001u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Grantee is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Grantee is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874, 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

~~Nondiscrimination and Equal Opportunity, 24 CFR part 5.105(a).~~

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552(a).

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

GENERAL TERMS AND CONDITIONS

- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

23. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

25. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

27. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

GENERAL TERMS AND CONDITIONS

3. Minimum procedural requirements, as follows:

- a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Grantees selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from CTED for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or CTED's name is mentioned, or language used from which the connection with the state of Washington's or CTED's name may reasonably be inferred or implied, without the prior written consent of CTED.

31. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, CTED reserves the right to recapture funds in an amount to compensate CTED for the noncompliance in addition to any other remedies available at law or in equity.

GENERAL TERMS AND CONDITIONS

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by CTED. In the alternative, CTED may recapture such funds from payments due under this Grant.

32. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by CTED, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, CTED may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

37. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of CTED.

If CTED approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, CTED in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

GENERAL TERMS AND CONDITIONS

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to CTED if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to CTED for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that CTED and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

38. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE / SUSPENSION

In event CTED determines that the Grantee failed to comply with any term or condition of this Grant, CTED may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, CTED upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, CTED may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow CTED to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when CTED determines that the Grantee did not fail to comply with the terms of the Grant or when CTED determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant CTED may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, the Grantor shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

GENERAL TERMS AND CONDITIONS

42. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by CTED, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to CTED all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case CTED has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of CTED; and
- D. Preserve and transfer any materials, Grant deliverables and/or CTED property in the Grantee's possession as directed by CTED.

Upon termination of the Grant, CTED shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. CTED may withhold any amount due as CTED reasonably determines is necessary to protect CTED against potential loss or liability resulting from the termination. The State shall pay any withheld amount to the Grantee if CTED later determines that loss or liability will not occur.

The rights and remedies of CTED under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of CTED.

Scope of Work

The scope of work for this Agreement shall be all actions necessary or incidental to the implementation of the project as specified in the Proposal Narrative of the Grantee's application for Justice Assistance Grant funding for the activities supported by this Agreement.

Budget

The budget for this Agreement shall be the amount specified in Block 5 of this Agreement's facesheet.

**ADDITIONAL PROVISIONS UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
Public Law 111-5**

1. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act

Grantee acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter "Recovery Act" places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website -- Recovery.gov -- to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

CTED, as a recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. CTED will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Grantees receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Grantee agrees to provide to CTED all reports, documentation, or other information, as may be required by CTED to meet reporting obligations under the Recovery Act. Grantee's receipt of funds is contingent on Grantee meeting the reporting requirements of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Grantees receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (a) The name of the project or activity;
 - (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity;
 - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

2. Section 1602 of the Recovery Act: Preference for Quick-Start Activities (if applicable)

Section 1602 of the Recovery Act provides:

In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

3. Section 1604 of the Recovery Act: Limit on Funds

Section 1604 of the Recovery Act provides:

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

4. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009

Section 1605 of the Recovery Act provides:

Use of American Iron, Steel, and Manufactured Goods.

- (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:
 - (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Grantee shall comply with Section 1605 of the Recovery Act unless compliance has been waived by the Federal Agency providing the funds and when compliance with the Recovery Act does not conflict with an international trade agreement.

Grantee shall provide CTED with information and applicable supporting data as may be required by CTED, to support any request for waiver of compliance with Section 1605 of the Recovery Act.

Grants for the procurement of goods and services in the amount of \$528,000 or more and for constructions services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

If this grant involves an award of Recovery Act funds for construction, alteration, maintenance of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international trade agreements, the following provision applies:

(a) Definitions. As used in this award term and condition:

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the Recovery Act of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material excepted by Federal Government.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed.]
 [Attach copy of response; if oral, attach summary.]
 [Include other applicable supporting information.]
 [*Include all delivery costs to the construction site.]

5. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act

All laborers and mechanics employed by grantees and subgrantees on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in

the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm>. Wage determinations can be found at <http://www.wdol.gov>.

The Grantee shall include this provision and require this provision to be contained in all subgrants for work performed under this Grant.

The work performed by this Grant may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW. The Grantee is advised to consult with the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

6. Non-supplanting of State and Local Funds (if applicable -- consult the program solicitation and the special conditions in the award document)

Grantees must use federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

7. Protection of Whistleblowers

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.



CTED

Innovation is
in our nature.

Community, Trade & Economic Development

Justice Assistance Grant

FFY 2009 America Recovery & Reinvestment Act

May 2009

Certification and Assurances

Package



Rogers Weed
Director

**JUSTICE ASSISTANCE GRANT
FFY 2009
AMERICAN RECOVERY AND REINVESTMENT ACT**

Received

JUN 11 2009

Certification Requirements

SDFC

Certification	Form #	Done
General Certification - Infrastructure Investments* ¹	Form 1	<input checked="" type="checkbox"/>
Reporting* ²	Form 2	<input checked="" type="checkbox"/>
Statement of Assurances	Form 3	<input checked="" type="checkbox"/>
Debarment, Suspension, Ineligibility and Voluntary Exclusion	Form 4	<input checked="" type="checkbox"/>
Lower Tier Covered Transactions (Sub-Recipient)		
Certification Regarding Lobbying, Debarment, Suspension And.....	Form 5	<input checked="" type="checkbox"/>
Other Responsibility Matters; And Drug-Free Workplace Requirements		
National Environmental Policy Act (NEPA).....	Form 6	<input checked="" type="checkbox"/>
Acknowledgement of Federal Funds.....	Form 7	<input checked="" type="checkbox"/>
Acknowledgement of Allowable and Unallowable Costs.....	Form 8	<input checked="" type="checkbox"/>
Civil Rights Requirements.....	Form 9	<input checked="" type="checkbox"/>
Equal Employment Opportunity Plan (EEOP) Certification.....	Form 10.....	<input checked="" type="checkbox"/>
Special Conditions* ¹	Form 11.....	<input checked="" type="checkbox"/>

Completion and submission to the Department of Community, Trade & Economic Development, of all the certification forms listed above, is a pre-requisite for full execution contracts awarding Justice Assistance Grant Funds. Submit the completed certification package to:

Attn: Suzanne Walker
CTED/CSD/SDFC
906 Columbia Street SW
PO Box 42525
Olympia, WA 98504-2525

It is recommended that the completed certification forms be returned with the locally signed award/contract documents.

Notes:

*¹ Form 1 is new form required specifically for ARRA funding

*² To accommodate the state's ARRA reporting date, the standard quarterly report due date is changed to the 6th of the month following the end of the calendar quarter

Recovery Act – Justice Assistance Grant (JAG) Program

General Certification - Infrastructure Investments
Modified for Sub-Recipients

On behalf of the applicant state or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

Section 1511 of the Recovery Act provides-

With respect to covered funds made available to State or local governments for infrastructure investments, the Governor, mayor, or other chief executive, as appropriate, shall certify that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Such certification shall include a description of the investment, the estimated total cost, and the amount of covered funds to be used, and shall be posted on a website and linked to the website established by section 1526. A State or local agency may not receive infrastructure investment funding from funds made available in this Act unless this certification is made and posted.

I also have personally read and reviewed Section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

☒ X The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until Section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

☐ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of Section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

General Certification - for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).



Signature of Certifying Official

Jeffrey Miller
Printed Name of Certifying Official

Commander
Title of Certifying Official

City of Black Diamond Police Dept
Full Name of Applicant Government Entity

06-04-09
Date

REPORTING

QUARTERLY REPORTS— Due 6 days after the end of each calendar quarter.

If the 6th falls on a weekend it is due the next standard working day.

Each calendar quarter, the CONTACTOR will report on the status of each "Performance Measure" identified in the CONTRACTOR's application. The report shall be organized in the sequence of activities identified on application package. Should any publications be produced with grant funds, a copy shall be attached to the standard reporting elements.

This report shall be formatted in either Microsoft Word or a compatible word processing format, or Microsoft Excel, and must be submitted electronically. A hardcopy report of the normal reporting elements is not required. A hardcopy of all publications produced with grant funds may be submitted in lieu of an electronic copy.

FINAL REPORT - Due July 6th, 2010

A final report capturing the activity of the last quarter of the implementation period is required even after the end of the reimbursable contract period. The report shall include the same reporting elements as the standard quarterly reports and submitted in the same manner.

FAILURE TO REPORT

Past due reports will result in withholding of requested reimbursements until the reports are received.

FEDERAL USAGE

The Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use or authorize others to use for Federal purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support. The provisions of 37 CFR Part 401, in particular section 401.14 regarding patents and intellectual property, are hereby incorporated by reference.



Acknowledge of Reporting Requirements

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STATEMENT OF ASSURANCES

The applicant:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and the program requirements. Has sufficient monetary resources to implement and maintain the program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the Department of Community, Trade and Economic Development; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
4. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Community, Trade and Economic Development and relevant federal agencies, and as embodied in statute.
1. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
6. Will comply with Title II of the Americans with Disabilities Act of 1990.
7. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
8. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE APPLICANT. AUTHORIZED SIGNATURE BY THE APPLICANT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

9. Authorized Signature for the Applicant:



SIGNATURE

Jeffrey Miller
PRINTED NAME OF SIGNATURE

06-04-09

DATE

Commander
TITLE

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENT)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey Miller Commander
Name and Title of Authorized Representative

Signature

06-04-05
Date

City of Black Diamond Police Department
Name of Organization

25510 Lawson St. Black Diamond, WA 98010
Address of Organization

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

**2. Debarment, Suspension, and Other Responsibility Matters
(Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 -

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation, and employee (EASTERN WASHINGTON); and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code):

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**Drug-Free Workplace
(Grantees Who Are Individuals)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within ten calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531


As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: _____ City of Black Diamond Police Dept. _____
_____ 25510 Lawson St _____
_____ Black Diamond, WA 98010 _____

2. Application Number and/or Project Name
CTED/Justice Assistance Grant _____

3. Grantee IRS/Vendor Number _____

4. Typed Name and Title of Authorized Representative: Jeffrey Miller, Commander

5. Signature  _____

6. Date 060408 _____

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC DEVELOPMENT

JAG CERTIFICATION PACKAGE
FORM 6

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. CTED will consolidate all responses and submit a consolidated response to the U.S. Department of Justice.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

(Note—the source of funds utilized is irrelevant to your response.)

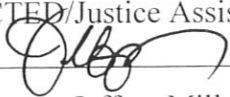
(Note—if the activity is being undertaken without regard to the presence or operation of a federally funded activity, the item should not be checked.)

Yes
Activity N/A

- | | | |
|--------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Renovation, lease or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. significantly changes its size (total structure, not program's portion thereof) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Byrne funded program/project:

Project: _____ CTED/Justice Assistance Grant Livescan Fingerprint System
Signature:  Date: 06-04-03
Typed Name: _____ Jeffrey Miller _____ Title: _____ Commander _____
Representing: City of Black Diamond Police Dept. _____

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ACKNOWLEDGEMENT OF FEDERAL FUNDS

The recipient shall submit to the Department of Community, Trade and Economic Development (CTED), for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by a grant awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, and the Office of Victims of Crime. Points of view or opinions in this document do not represent the official position or the policies of the United States Department of Justice."

The undersigned agrees to the above requirements.



Signature

Jeffrey Miller
Printed Name

City of Black Diamond Police Dept.
Name of applicant organization

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**ACKNOWLEDGEMENT OF
ALLOWABLE AND UNALLOWABLE COSTS**

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described on Attachment B of the Contract, including:

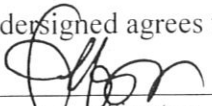
- Procurement and installation of equipment.
- Operating costs, including:
 - Approved costs of personnel (salaries and benefits).
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.
- Advertising when an integral component of the approved project.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Construction
- Alteration, renovation or maintenance of a public building or public work as described in Section 1605 or the American Recovery and Reinvestment Act, without prior approval
- Land acquisition
- Any support of a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$450 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

 _____ Jeffrey Miller _____
Signature Printed Name

City of Black Diamond Police Dept. _____
Name of applicant organization

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CIVIL RIGHTS REQUIREMENTS

The following civil rights requirements apply to all units of local government and state agencies regardless of grant acceptance, and both for profit and non-profit organizations accepting federal grant funds. Beneath each requirement are one or more references that are provided to assist in understanding and compliance. It should be noted that the compliance requirements apply to the entire jurisdiction/organization, and not just to the funded activities.

1. **Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d)**
Reference: <http://www.usdoj.gov/crt/split/42usc3789d.htm>
2. **Victims of Crime Act reference:**
Reference: <http://www.usdoj.gov/crt/split/42usc3789d.htm>
3. **Title IV of the Civil Rights Act of 1964**
Reference: <http://www.usdoj.gov/crt/cor/coord/titlevi.htm>
4. **Section 504 of the Rehabilitation Act of 1973**
Reference: http://www.advocacyinc.org/AC2_print.htm
5. **Title II of the Americans with Disabilities Act of 1990**
References:
 - Text – The Americans with Disabilities Act
<http://www.usdoj.gov/crt/ada/pubs/ada.txt>
 - Title II Highlights
<http://www.usdoj.gov/crt/ada/t2hlt95.htm>
 - The Americans with Disabilities Act, Title II Technical Assistance Manual
<http://www.usdoj.gov/crt/ada/taman2>
 - Commonly Asked Questions – ADA and Law Enforcement
http://www.usdoj.gov/crt/ada/q%26a_law.htm
 - Commonly Asked Questions – ADA and Hiring Police Officers
<http://www.usdoj.gov/crt/ada/copsq7a.htm>
 - Self Evaluation and Transition Plan Worksheets
<http://adaptenv.org/index.php?option=Resource&articleid=185&topicid=25>
6. **Title IX of the Education Amendments of 1972**
Reference: <http://www.usdoj.gov/crt/cor/coord/titleix.htm>
7. **Age Discrimination Act of 1975**
Reference: <http://www4.law.cornell.edu/uscode/42/6102.html>
8. **USDOJ Non-Discrimination Regulations (28 CFR 42, Subparts C, D, E and G)**
Reference: http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr42_00.html
9. **USDOJ Regulations on Disability Discrimination (28 CFR Part 35 & Part 39)**
References:
 - Text – 28 CFR 28 Part 35
http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr35_00.html
 - Text – 28 CFR 28 Part 39
http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr39_00.htm

INFORMATION AND ASISTANCE

The agencies and organizations listed below can provide technical advice and assistance.

U.S. Department of Justice

Office of Civil Rights

Coordination and Review Section

810 – 7th Street NW

Washington, D.C. 20531

Voice: (202) 307-0690

TDD/TTY: (202) 307-2027

www.ojp.usdoj.gov/ocr

Washington Human Rights Commission

711 S Capital Way, Suite 402

PO Box 42490

Olympia, WA 98504-2490

Voice/TDD: (360) 753-6770

Voice: 1-800-233-3247

TTY: 1-800-300-7525

www.hum.wa.gov

Job Accommodation Network (JAN)

1-800-ADA-WORK (Voice/TDD)

jan@jan.wvu.edu

U. S. Architectural and Transportation

Barriers Compliance Board

1-800-USA-ABLE (Voice/TDD)

Office for Civil Rights

Department of Health and Human Services

www.os.dhhs.gov/ocr

Equal Employment Opportunity Commission

(U. S. Government)

State of Washington Area Office

909 – 1st Avenue, Suite 400

Seattle, WA 98104

Voice/TDD: (206) 220-6882

1-800-669-4000

Department of Personnel

Workforce Diversity Office

PO Box 47500

Olympia, WA 98504-7500

Voice: (360) 664-6228

TTY/TDD: (360) 753-4107

Department of Labor and Industries

Vocational Services

PO Box 44323

Olympia, WA 98504-4323

Voice: (360) 902-5456/5447

Washington Division of Vocational Rehabilitation

Department of Social and Health Services

(38 field offices statewide)

Provides employment services to persons with disabilities and businesses

Voice/TDD: 1-800-637-5627

Washington Governor's Committee on Disability

Issues and Employment

PO Box 9046

Olympia, WA 98507-9046

Executive Secretary, Toby Olson

Voice: (360) 438-3168

TTY: (360) 438-3167

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above Civil Rights requirements specified on the previous page of this certification.



SIGNATURE OF CERTIFYING OFFICIAL

City of Black Diamond Police
JURISDICTION/ORGANIZATION REPRESENTED

Commander
TITLE OF OFFICIAL COMPLETING THE WAIVER



DATE

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC DEVELOPMENT

JAG CERTIFICATION PACKAGE
FORM 10

Equal Employment Opportunity Plan (EEOP) Certification

Recipient Name and Address: City of Black Diamond Police Department _____

Grant Title: JUSTICE ASSISTANCE GRANT

Grant Number: 94-34721-105

Subaward No.: _____

Award Amount: 9,999 _____ Contact Person Name/Title: Jeffrey Miller/Commander _____

Phone Number: 253-631-1012 _____


Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to: **Department of Community, Trade & Economic Development, Attn: Safe & Drug-Free Communities Unit - Bill Johnston, Post Office Box 48350, Olympia, WA 98504-8350.**

Section A - Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- | | | |
|--------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Recipient has less than 50 employees | <input type="checkbox"/> Recipient is an Indian Tribe | <input type="checkbox"/> Recipient is a non-profit organization |
| <input type="checkbox"/> Recipient is an educational institution | <input type="checkbox"/> Recipient is a medical institution | <input checked="" type="checkbox"/> Recipient's award is less than \$25,000 |

I, Jeffrey Miller _____ [responsible official], certify that City of Black Diamond _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that City of Black Diamond _____ [recipient] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Jeffrey Miller Commander _____
Print or type Name and Title


Signature

060407
Date

Section B - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review as long as it certifies the following (42 CFR Section 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, *et. seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title

Signature

Date

SPECIAL CONDITIONS

1. Financial Guide - The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. (see Form 10 of the certification package.)
3. Audit - States, Units of Local Government, or Non-Profit Organizations - The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Lobbying and Related Activity - Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.
6. National Environmental Protection Act - The grantee agrees to assist BJA and Washington State in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, by the grantee or by a subgrantee. If it is determined that any of the activities identified on Form 6 of the certified assurances package, the grantee understands that this special condition applies to the activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

7. Duplication of Networks - To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
8. JAG data collection - The grantee agrees to comply with all reporting, data collection and evaluation requirements, as specified in the grant application submitted by the grantee, and to cooperate in any evaluation activity undertaken or supported by the Department of Community, Trade and Economic Development, its successor agency(s), or the Bureau of Justice Assistance.
9. Criminal Intelligence Systems - 28 C.F.R. Part 23 - The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
10. Faith Based Organizations - The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
11. Information Technology - The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

12. JAG Non-Supplanting - The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

13. Access to Records; Interviews - The recipient understands and agrees that the US Department of Justice (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

14. Time and Attendance Records - The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

15. Subawards – Monitoring and Verification - The recipient agrees to monitor or otherwise verify compliance by every entity receiving a subaward under this grant in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending, compliance with all requirements specified in either this project's application and certification package, and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring and verification of grant requirements by subawardees of this project.

16. DUNS and CCR Numbers - The recipient agrees to obtain and thereafter maintain valid Dun and Bradstreet (DUNS) number and profile, and to obtain a Central Contractor Registration (CCR) numbers **prior to expenditure of grant funds** under this project, but in no case later than the due date of the recipient's first quarterly, and will thereafter be mandatory elements of the recipient's quarterly activity reports. Assistance in obtaining this information may be obtained at www.dnb.com and www.ccr.gov.

17. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients:

(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

- (b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
 - (c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
 - (d) The recipient agrees to identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.
18. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the Department of Community, Trade and Economic Development or its successor agency(s) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the Department's point of contact specified on the face sheet of this project's grant/contact. The Department is in turn required to report such credible evidence to the US Department of Justice.
19. Protecting Local Government and Contractor Whistleblowers - The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.
20. Wage Rate Requirements under Section 1606 of the Recovery Act
- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid

wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

21. Misuse of Award Funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
22. Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future US Department of Justice' Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the special conditions specified on this and the previous four pages of this certification.



SIGNATURE OF CERTIFYING OFFICIAL

City of Black Diamond Police

JURISDICTION/ORGANIZATION REPRESENTED

Commander

TITLE OF OFFICIAL COMPLETING THE WAIVER

06-04-07

DATE

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 09-638, authorizing the Police Department to purchase L SCAN Guardian Livescan System from Cross Match Technologies in the amount of \$10,644.47	Agenda Date: September 17, 2009		AB09-117
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger	X	
Cost Impact: \$645.47			
Fund Source: \$9,999 Grant/Criminal Justice			
Timeline:			
Attachments: Resolution No. 09-638, Sales Quote			
<p>SUMMARY STATEMENT:</p> <p>Recently the Police Department was awarded a Justice Assistance Grant in the amount of \$9,999 for the purchase and implementation of a Livescan Fingerprinting System.</p> <p>Adoption of this resolution would authorize the purchase of this equipment from Cross Match Technologies, Inc. in the amount of \$10,644.47. As the grant awarded was for \$9,999 the remaining amount of \$645.47 would come out of the City’s Criminal Justice Fund.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-638, authorizing the purchase of L SCAN Guardian Livescan System from Cross Match Technologies, Inc. in the amount of \$10,644.47.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
September 17, 2009			

RESOLUTION NO. 09-638

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE POLICE DEPARTMENT TO
PURCHASE L SCAN GUARDIAN LIVSCAN SYSTEM
FROM CROSS MATCH TECHNOLOGIES, INC.**

WHEREAS, the Black Diamond Police Department was recently awarded a Justice Assistance Grant from the Washington State Department of Community, Trade & Economic Development in the amount of \$9,999 to purchase an electronic fingerprinting system; and

WHEREAS, staff acquired quotes and Cross Match Technologies was the lowest;

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

Section 1. The Black Diamond Police Department is authorized to purchase L Scan Guardian Livescan Fingerprinting System from Cross Match Technologies, Inc. per quote as attached hereto as Exhibit A and not to exceed \$10,644.47.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk



Sales & Installation Quotation

L SCAN Guardian Livescan System

Date:	Account Manager:	Phone:	866-526-6223	Fax:	602-532-7668
9/9/09	John Todaro	Mobile:	480-370-7660	Email:	john.todaro@crossmatch.com
	Inside Sales Rep:	Phone:	561-630-8124	Fax:	
	Jon Miragliotta	Mobile:		Email:	jon.miragliotta@crossmatch.com

QUOTE#: JM090409-22

Cross Match Technologies, Inc.
3950 RCA Boulevard,
Suite 5001
Palm Beach Gardens, FL 33410
Phone: 561-622-1650
Website: www.crossmatch.com

BILL TO:
Company: Black Diamond Police Department
Contact: Jamey Kiblinger
Address: 25510 Lawson St.
Black Diamond, WA 98010
Phone: 253-631-1012
Fax: 360-886-2901
Email: JKiblinger@police.ci.blackdiamond.wa.us
Website: www.police.ci.blackdiamond.wa.us

SHIP TO:
Company: Black Diamond Police Department
Contact: Jamey Kiblinger
Address: 25510 Lawson St.
Black Diamond, WA 98010
Phone: 253-631-1012
Fax: 360-886-2901
Email: JKiblinger@police.ci.blackdiamond.wa.us
Method: UPS Ground

{ Ship to address must be a complete direct mailing address with telephone contact }

Qty	CMT Part #	Description	Unit Price	Extended
Cross Match LiveScan				
1	925159	BUNDLED ASSEMBLY, LSCAN GUARDIAN USB W/LSM	7,290.00	7,290.00
	Includes:	Guardian USB Fingerprint Scanner (500ppi) with manual, Runtime License for LSCAN Essentials Driver, Autocapture and Rolls Licences, Laptop Computer, Live Scan Management Software (LSMS), LSMS Manual Set, Silicone Membrane Supply Kit, PC Anywhere Software, Power cord and USB cable, Standard 1-year Limited Warranty **customer supplied PC**		
State Agency Software				
1	850181-024	SOFTWARE, SUBMISSION, WASHINGTON	1,500.00	1,500.00
Project Management, Training and Installation				
1	940013	REMOTE CONNECTED IMPLEMENTATON (MAXIMUM 4 HOURS)	900.00	900.00
Optional Items:				
1	420252	READER, DRIVERS LICENSE BARCODE & MAGSTRIPE W/USB CABLE	1,000.00	Optional
1	900266	KIT, SYSTEM PRINTER, NETWORK, (1) 550 SHEET TRAY, XEROX 4510N	1,200.00	Optional
1	930097	WARRANTY, ENHANCED, 10-PRINT SYSTEM	1,215.00	Optional
1	930097-12	MAINTENANCE, 12 MONTH, 10-PRINT SYSTEM	1,620.00	Optional
1	930097-24	MAINTENANCE, 24 MONTH, 10-PRINT SYSTEM	3,078.00	Optional
	NOTE:	All applicable sales tax and shipping will be on invoice		

Pricing: ☐ Nat / End User ☐ GSA ☐ State / Local ☐ Ed / Non-Profit ☐ VAR ☐ Reseller ☐ International ☐ Frame Agreement ☐ Demo

Sales Tax: ☒ Non Exempt ☐ Exempt
Tax exempt certificate required

Subtotal: \$9,690.00
Sales Tax: \$833.34
Estimated Shipping: \$121.13
Other:
TOTAL: \$10,644.47

Payment Terms:

☒ New Customer ☐ Credit Card ☐ Wire Transfer ☒ Net ☐ Pre-Pay ☐ Current Customer

"These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."

Terms and Conditions:

Prices; Installation and Training. Prices are valid for 90 days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the Products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided. Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Software License. The term "Software" refers to the Software installed on the Product and any custom software or interfaces developed by CMT for Purchaser. Purchaser will be required to accept CMT's standard license agreement prior to using any Software.

Invoicing and Payment. CMT will invoice Purchaser for all Products (including services) within thirty (30) calendar days of execution of the Professional Services Acceptance form. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.

Terms of Order. Notwithstanding any term or provision to the contrary contained in any Purchase Order, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Indemnification.

By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchaser shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date).

Limitation of Liability. EXCEPT DUE SOLELY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CMT, IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

Intellectual Property and Use Limitations. The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Cancellation by CMT. CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws. Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement. This Agreement shall constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Quote Presented By: Jon Miragliotta

Date: 9/4/2009

Quote Accepted By:

Name

Title

Signature

Date

Desktop

- Intel Core 2 Duo 2.4 GHz, 2M Cache, 800 FSB(or equivalent)
- 2 GB of RAM (1 GB Minimum)
- 160 GB SATA HDD (60 GB IDE HDD Minimum)
- Windows XP Pro
- 16X DVD+/-RW SATA Drive (CD-ROM Minimum)

Laptop

- Intel Core 2 Duo 2.2 GHz, 4M L2 Cache, 800 MHz Dual Core (or equivalent)
- 2 GB of RAM (1 GB Minimum)
- 80 GB HDD (60 GB HDD Minimum)
- Windows XP Pro
- 8X DVD+/-RW Drive (CD-ROM Minimum)

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution 09-639, authorizing the Mayor to sign a contract Amendment #4 with Parametrix to provide additional funding to complete the two EIS documents for The Villages and Lawson Hills MPDs. Cost Impact: ~ \$72,225 Fund Source: applicant (YarrowBay) Timeline: Draft EIS documents to be published 9/1/09	Agenda Date: September 17, 2009		AB09-118
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		X
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Attachments: Resolution No. 09-639, contract amendments 1, 2, and 3; proposed contract amendment materials SUMMARY STATEMENT: On April 17, 2008, the City Council passed Resolution 08-496, which authorized the Mayor to enter into a contract (professional services agreement) with Parametrix to manage the public participation process and prepare Environmental Impact Statements (EISs) for two YarrowBay Master Planned Developments (The Villages and Lawson Hills). Last fall, Council authorized an initial amendment to the contract to allow for additional analysis that was determined necessary based upon the initial “peer review” of background data submitted by Yarrow Bay. This fourth contract amendment is needed to cover additional costs that have arisen due to the longer time period the project has taken; changes resulting from revisions depicted in the MPD applications; the need for an independent fiscal analysis; etc. (see attached letter of July 27, 2009 from Parametrix). The two EIS documents are scheduled to be published on September 1, 2009.	Court – Kaaren Woods		
	Comm. Development – Steve Pilcher	X	
COMMITTEE REVIEW AND RECOMMENDATION: None.			
RECOMMENDED ACTION: MOTION to adopt Resolution 09-639, authorizing the Mayor to enter into contract amendment #4 with Parametrix, originally authorized under Resolution 08-496, for the purposes of completing work on the Environmental Impact Statements for The Villages and Lawson Hills MPDs.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
September 17, 2009			

RESOLUTION NO. 09-639

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS FOR THE LAWSON HILLS AND THE VILLAGES MASTER PLANNED DEVELOPMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PARAMETRIX, INC. AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and The Villages Master Planned Developments (the "Project"); and

WHEREAS, on May 15, 2008, the Agreement was amended in order to authorize additional work to provide for the Consultant to perform certain work relative to the City's critical areas regulations; and

WHEREAS, on November 20, 2008, the Agreement was amended in order to authorize additional work to perform additional analysis that was determined necessary after initial review of environmental data submitted by the Project proponents was found to be inadequate; and

WHEREAS, on February 5, 2009, the Agreement was amended in order to authorize additional work to amend the street grid system which would shift traffic patterns already studied; and

WHEREAS, due to a variety of factors, the environmental impact statement process has taken longer than initially anticipated and additional work tasks have arisen which increased costs;

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

Section 1. The Mayor is hereby authorized to sign a fourth addendum to the Agreement as outlined in Exhibit "A", attached.

Section 2. The Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF
SEPTEMBER, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk

7761 W. RIVERSIDE DRIVE, SUITE 201
BOISE, ID 83714
T. 208.898.0012 F. 208.947.1655
www.parametrix.com

July 27, 2009
PMX No. 217-3043-003

Mayor Howard Botts
City of Black Diamond
25510 Lawson Street
Black Diamond, WA 98010

Re: Parametrix Contract for Professional Services, Lawson Hills and The Villages MPD Environmental Impact Statements

Dear Mayor:

As you know, Parametrix has been working on the preparation of the Draft EISs for the Lawson Hills and The Villages MPDs since the City retained our services in April 2008. As will occur with projects of this magnitude and duration, the project has evolved and there have been amendments to address these changes.

We have recently completed the internal Draft EIS documents, which will be finalized and released to the public on September 1, 2009. Our focus has been on preparing these documents, so that the City can open them for public comment and move the process forward. During the development of the documents, there have been several changes and additions that caused us to work beyond our original scope (but still within the overall project budget). We have tracked these changes and feel that now that the Draft EISs are nearing completion, the time to request a contract amendment is appropriate.

Please find attached a scope of work and fee estimate that provide the details on the additional work items and their associated hours. The primary changes in scope are due to:

- A much longer project duration (the project is now expected to last through December 31, 2009 – six months beyond our last contract assumption of June 2009),
- The addition of a 4th alternative (originally only three were anticipated),
- Changes resulting from Comprehensive Plan elements and the SAO being adopted after DEIS work was in progress,
- Revisions due to applicant materials, and
- Fiscal analysis results indicating inconsistencies between MPD assumptions and MPD ordinance language

We would like to get our contract back in alignment prior to moving forward on preparation of the Final EIS, and appreciate your assistance in this regard.

City staff has been excellent in helping to minimize additional time and costs, and have expedited their reviews of draft materials and documents, and we greatly appreciate their guidance and dedication.

Please feel free to contact me with any questions or clarifications, at (360) 280-6155.

Sincerely,



Susan Graham
Program Manager

Cc: Gwen Voelpel, City Manager
Steve Pilcher, Community Development Director

Encls: Attachment A, Scope of Work
Attachment B, Fee Estimate

City of Black Diamond
Villages and Lawson Hills Environmental Impact Statement
Scope of Work
July 21, 2009

This scope is in addition to the original scope, dated April 2008 and as updated in Amendment 1, dated November, 2008, and Amendment 3, dated February 2009.
Scope changes, additional tasks and other revisions are noted as highlighted text.

TASK 1 - PROJECT MANAGEMENT

Assumptions

- The duration of contract is April 2008 through June 2009. Delays due to unforeseen circumstances (i.e. additional meetings, hearings, extended review periods) may result in additional effort necessary for project management and administration. This project is now assumed to last until December 2009, an additional 6 months of project management, meetings, and administration.

TASK 4 -PREPARATION OF DRAFT EIS (DEIS)

Development of Alternatives

Approach:

Three alternatives will be analyzed in the EIS:

1. **The No-Action Alternative** consists of development of the site under existing zoning. This alternative will include a pro forma description of potential development under the existing zoning.
2. **MPD Proposal** of the applicant. This will consist of the concept plan for each MPD, including the northern commercial "receiving" areas. Additional time was spent to ensure consistency between original Alt 2 and the application materials received May 2009.
3. **Mitigated Alternative** – concurrent on a mitigated alternative 3 was not reached until June 2009
4. **"Fiscal Neutral" Alternative** – following completion of fiscal analysis, Alt 2 as proposed by the applicant was determined to not meet MPD code regarding fiscal neutrality of an MPD. The creation of Alternative 4 was necessary in order to meet this requirement.

Built Environment (Affected Environment, Impacts, Mitigation)

Land Use and Housing

Revisions necessary due to changes in Comprehensive Plan and Zoning Map

Transportation

Revisions necessary due to changes in Comprehensive Transportation Plan and LOS

Parks and Recreation

Revisions necessary due to changes in final Parks Plan and preparation of impacts analysis/costs to support fiscal analysis

Public Service

Revisions necessary due to peer review of applicant materials, and preparation of impacts analysis/costs to support fiscal analysis

Public Utilities

Revisions necessary due to changes in final application submitted by YB

Fiscal Impacts and Economic Analysis

Revisions necessary due to peer review of applicant materials and necessity to meet MPD ordinance. This also generated need to create fourth alternative.

Natural Environment (Affected Environment, Impacts, Mitigating Measures)

Air Quality

Revisions necessary due to changes in final transportation analysis

Surface Water

Revisions necessary due to changes resulting from SAO adoption and changes in final application materials

Groundwater movement/quantity/quality

Revisions necessary due to changes resulting from SAO adoption and changes in final application materials

Plants and Animals; Habitat, Wetlands

Revisions necessary due to changes resulting from SAO adoption and changes in final application materials

Wildlife, Fish, Endangered Species

Revisions necessary due to changes resulting from SAO adoption and changes in final application materials

Environmental Health, Noise

Revisions necessary due to changes in final transportation analysis

DEIS DOCUMENT PREPARATION

Deliverables:

- Preliminary Draft EIS for City staff review. Two preliminary draft copies have been prepared.

TASK 5 - FEIS PREPARATION – NOT YET STARTED

ATTACHMENT B
Fee Estimate -
DEIS Development
July 21, 2009

CLIENT: Black Diamond

PROJECT: The Villages and Lawson Hills Environmental Impact Statements

[illegible]

CLIENT: Black Diamond

PROJECT: The Villages and Lawson Hills Environmental Impact Statements

7/29/2009

RESOLUTION NO. 08-501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RELATING TO THE PREPARATION OF THE CRITICAL AREAS ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PARAMETRIX, INC., AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix, Inc. ("Consultant") entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements for the Lawson Hills and the Villages developments in the City of Black Diamond; and

WHEREAS, the Agreement terms contemplated that the City and Consultant may choose to amend the Agreement to provide for the Consultant to perform certain work relative to the City's critical areas regulations; and

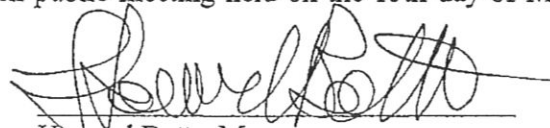
WHEREAS, the City has now determined that in order to adopt a critical areas ordinance that uses best available science, while accommodating the unique circumstances and topography of the City, it is necessary for further study and evaluation to be done; and

WHEREAS, Yarrow Bay has agreed to fund the professional services and costs that will be incurred by the City in entering into the First Addendum; now, therefore;

BE IT RESOLVED that the Mayor is hereby authorized to execute the First Addendum to the Agreement in the form attached as Exhibit A;

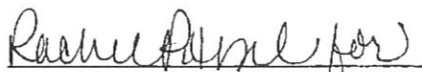
BE IT FURTHER RESOLVED that the Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

ADOPTED by the City Council at an open public meeting held on the 15th day of May, 2008.



Howard Botts, Mayor

Attest:



Brenda L. Streepy, City Clerk

FIRST ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
ENVIRONMENTAL SERVICES

1. **Date and Parties.**

1.1 This document ("First Addendum"), for reference purposes only, is dated the 15th day of May, 2008, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and PARAMETRIX, INC. ("Consultant") .

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements for the Lawson Hills and the Villages developments in the City of Black Diamond.

2.2 The Agreement terms contemplated that the City and Consultant may choose to amend the Agreement to provide for the Consultant to perform certain work relative to the City's critical areas regulations.

2.3 The parties have now determined that such an amendment is appropriate, and thus the intent of the First Addendum is for the Consultant to provide additional services relating to the City's critical areas.

3. **Modification to Agreement Terms and Conditions.**

3.1 The Agreement terms are hereby incorporated by reference. The First Addendum terms are hereby incorporated into the Agreement by reference. The First Addendum is intended to modify the terms and conditions of the Agreement. In the case of any conflict between the terms of the Agreement and the terms of the First Addendum, the provisions of the First Addendum shall control.

4. **Additional Services and Schedule.**

4.1 The Consultant shall perform the professional services described in the Scope of Work attached hereto as Exhibit A.



City



Consultant

4.2 The Consultant shall perform the professional services in accordance with the Schedule of Work attached hereto as Exhibit B.

5. Compensation.

☐ 5.1 Compensation for the Additional Services identified in this First Addendum shall be paid in accordance with the Rate Schedule attached as Exhibit B-2 to the Agreement.

6. Other Terms Unchanged.

6.1 All other terms of the Agreement remain unchanged.

DATED: This 16 day of May, 2008.

CITY OF BLACK DIAMOND
By: Howard Botts
Howard Botts
Its: Mayor
Date: May 16th, 2008

CONSULTANT
By: Austin Fisher
Printed Name: Austin Fisher
Its: Devin Monegro
Date: May 29, 2008

Attest:

By: Brenda L. Streepy
Brenda L. Streepy
City Clerk

City

Consultant

City of Black Diamond
Critical Area Ordinance
SCOPE OF WORK
May 1, 2008

A. The Work Product.

The Consultant is to deliver to the City, within schedule and budget, a detailed analysis of best available science, as applied to existing conditions in the city, and a proposed regulatory framework based on that analysis that can be the basis for the development of the City's critical areas ordinance (CAO). The analysis and proposed regulatory framework shall utilize best available science adapted to local conditions, in a manner that will protect the public health and safety, the function and values of wetlands, streams, wildlife habitat and migration corridors, while preserving, to the extent possible, developable lands (the "Work Product")

B. Work Product Preparation.

In preparing the Work Product the Consultant shall, as a minimum, perform the tasks set forth below.

Task 1. Review of Best Available Science Publications

The Consultant will review and provide an analytical summary of publications which qualify as best available science and their application and/or relevancy to the conditions in the city. The summary should include science relating to geologically hazardous areas, wetlands, critical aquifer recharge areas, streams and fish and wildlife conservation areas ("Critical Areas").

The Consultant shall use their professional judgment in determining which publications are relevant and reliable. The Consultant will, however, consider the following:

- Best Available Science, Volume 1. A Review of Scientific Literature, Critical Areas, Stormwater, and Clearing and Grading Proposed Ordinances, February 2004, King County Department of Development and Environmental Services;
- Freshwater Wetlands in Washington State Volume 1: A Synthesis of the Science Washington Department of Ecology, March 2005, Publication #05-06-006;
- Aquatic Habitat Guidelines, Aquatic Habitat Guidelines: An Integrated Approach to Marine, Freshwater, and Riparian Habitat Protection and Restoration, 1999 to 2007;

- Landslide Hazard Zonation Project Protocol, Washington Department of Natural Resources, Geologic Division November 2006;
- Abandoned Mine Site Characterization and Cleanup Handbook, US Environmental Protection Agency, August 2000, Publication EPA 910-B-00-001;
- Manual for Abandoned Underground Mine Inventory and Risk Assessment, State of Ohio, Department of Transportation, May 1998 Geotechnical Engineering Division; and
- Summaries published by the State of Washington Department of Community, Trade and Economic Development (CTED).

Task 2. Analysis of Existing Reports or Technical Memoranda

The Consultant will review and analyze any available reliable data on local conditions relative to critical areas within the City. This may include, but is not limited to, data available from the City archives, and any reports, studies, or other information on critical areas within the city from all available sources. The studies should allow the Consultant to analyze and summarize existing conditions, and provide such summary in and as part of the Work Product.

Task 3. Fieldwork

The Consultant will perform such fieldwork as is necessary to verify the accuracy of existing reports and technical memoranda that the Consultant intends to use in developing the Work Product. The Consultant will also perform a field reconnaissance of selective sites for which field data is not available in order to deliver a Work Product that is relevant and accurate citywide.

The Consultant will prepare letters of right to access private properties for the selected sites. The letters will be on City letterhead, and signed by the City Administrator. The Consultant will provide sample text for review, and will undertake reproduction and mailing activities. The City will provide letter head and envelopes in quantities sufficient to include an introductory letter as well as pre-paid postage for return of signed authorization allowing access to properties.

The Consultant will perform such fieldwork as is necessary to verify the accuracy of existing reports and technical memoranda that the Consultant intends to use in developing the Work Product.

C. Work Product Deliverables.

The Consultant will provide draft and final deliverables to City staff in electronic format plus three (3) hard copies. Unless otherwise specified, electronic deliverables will be in Microsoft Word 2003 or Microsoft Excel 2003. Any maps prepared by the consultant shall be provided in a format to be

Scope of Work

First Addendum – Parametrix PSA

Page 2 of 3

determined, based upon the City's acquisition of necessary software to allow for future use. The Work Product shall include the following deliverables which may be contained in one or more documents:

- a. A best available science report developed as part of Task 1 that summarizes the scientific record relative to protecting Critical Areas;
- b. An existing conditions assessment of existing ecological processes and functions of lands within the city developed through Tasks 2 and 3, which shall include the extent to which ecological processes are fully functioning or impaired by existing or prior human use or activity;
- c. An analysis of current and proposed Critical Areas Codes, including a comparison of standards with literature recommendations and nearby jurisdictions.
- d. An analysis of different approaches that may be necessary to achieve the City's vision for open space connectivity and wildlife corridors as set forth in the Comprehensive Plan, taking into consideration present conditions analysis resulting from Tasks 2 and 3 and the need to provide developable lands for future residential and commercial development.
- e. A draft Critical Areas Ordinance that meets the definition of Work Product contained in paragraph A above.

D. Assumptions.

In developing the Scope of Work, the Consultant has made the following assumptions:

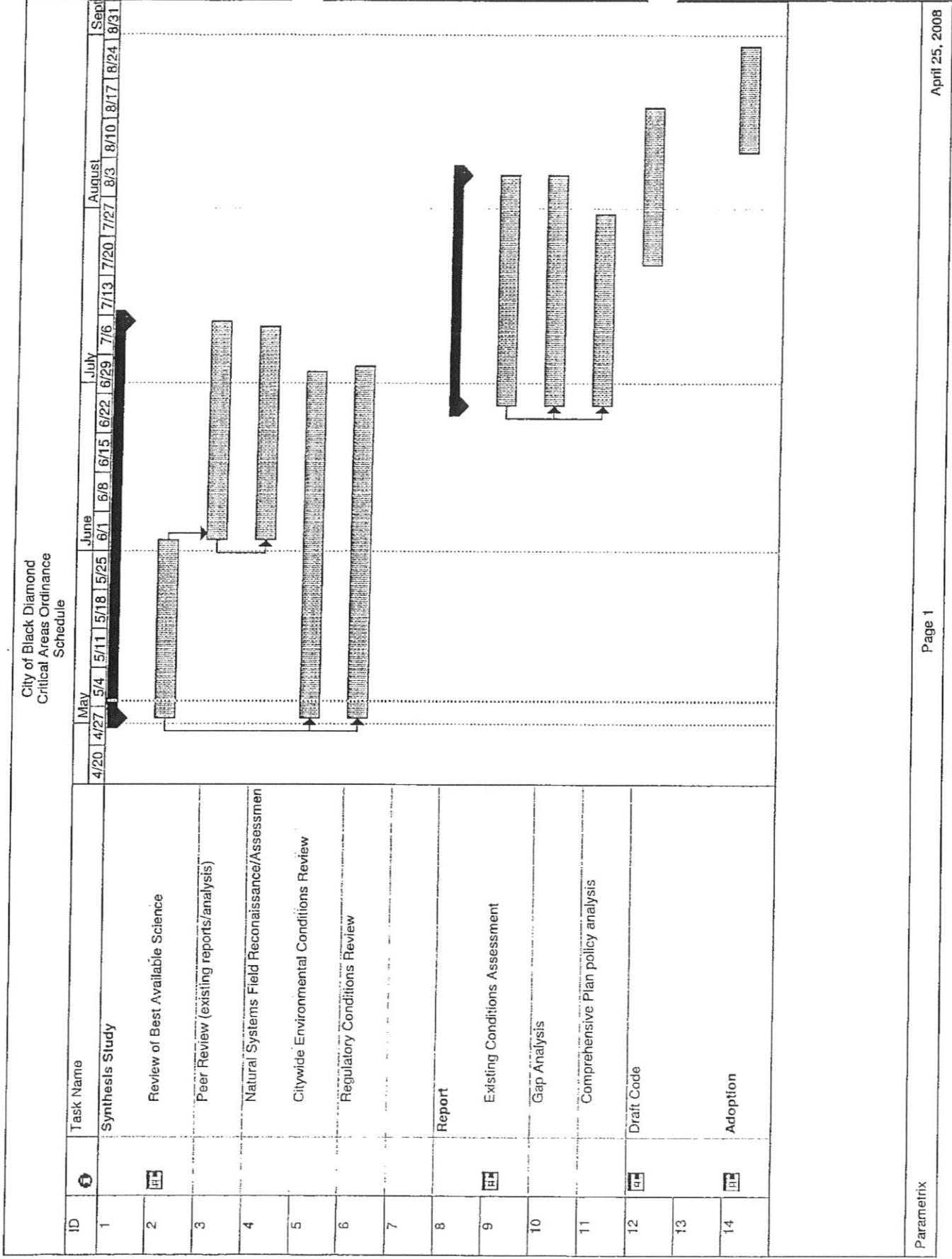
- The City will provide in Microsoft Word or similar format:
 - Existing Critical Areas Ordinance
 - Proposed DRAFT ordinance dated 01/22/08
 - Existing studies of geologically hazardous areas, wetlands, critical aquifer recharge areas and fish and wildlife conservation areas (including streams) citywide including the March 1994 DEIS, and June 1999 DEIS as well as critical area reports generated for development proposals
- YarrowBay Associates will provide existing studies in Microsoft Word or similar format
 - Studies will be the same utilized for the EIS process
 - Review of Yarrow Bay studies will be integrated with the EIS analysis and will require only minor effort to relate to BAS criteria
 - All Yarrow Bay mapping will be provided in a CADD or other format compatible to conversion to the King County GIS coordinate system.

Scope of Work

First Addendum – Parametrix PSA

Page 3 of 3

- Additional information will be gathered from:
 - King County watershed studies and other water resource information
 - US Geological Service Studies
 - Washington DNR geological studies
 - Washington DNR mine maps
- The consultant has not budgeted for public, committee and other meetings beyond three (3) meetings with city staff by up to four (4) consultant staff persons for information gathering and to present results
- Black Diamond staff will be responsible elements of the adoption process.



RESOLUTION NO. 08-553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS FOR ANTICIPATED MASTER PLANNED COMMUNITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PARAMETRIX, INC. AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project"); and

WHEREAS, the City and Parametrix entered into a First Addendum to the Agreement on May 15, 2008 in order to include the preparation of a critical areas ordinance; and

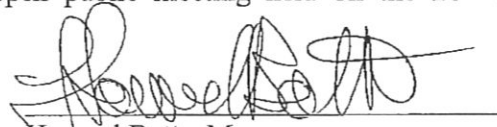
WHEREAS, when the City and Parametrix entered into the Agreement, it was assumed that the developer for the master planned communities had available significant environmental data so that the EIS work to be performed by Consultant could use that data as base data for its work, after limited peer review; and

WHEREAS, it now appears that this assumption was not accurate, and thus the scope, schedule and budget for the Agreement need to be amended to reflect the need for the Consultant to perform the additional work necessary to complete the draft EIS documents; now, therefore;

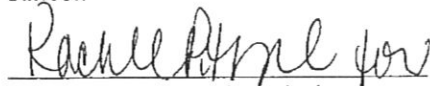
BE IT RESOLVED that the Mayor is hereby authorized to execute the Second Addendum to the Agreement in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that the Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

ADOPTED by the City Council at an open public meeting held on the 20th day of November, 2008.


Howard Botts, Mayor

Attest:


Brenda Streepy, City Clerk

RESOLUTION NO. 09-580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS FOR ANTICIPATED MASTER PLANNED COMMUNITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN PARAMETRIX, INC. AND THE CITY OF BLACK DIAMOND

WHEREAS, the City and Parametrix entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project"); and

WHEREAS, the City and Parametrix entered into a First Addendum to the Agreement on May 15, 2008 in order to include the preparation of a critical areas ordinance; and

WHEREAS, the City and Parametrix entered into a Second Addendum to the Agreement on November 20, 2008 in order to provide the needed background environmental data.

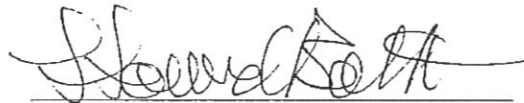
WHEREAS, the Council may want to amend the street grid system which would shift traffic patterns already studied; and

WHEREAS, the staff, council and developer desire to understand the impact of the street grid changes in order to make informed decisions; now

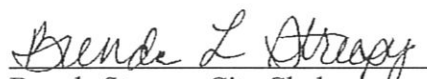
BE IT RESOLVED that the Mayor is hereby authorized to execute the Third Addendum to the Agreement in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that the Mayor is authorized to make minor changes to said Agreement in order to take into account scrivener's corrections or administrative matters that do not affect the substance of the Agreement and are within his authority as the City's Chief Administrative Officer.

ADOPTED by the City Council at an open public meeting held on the 5th day of February, 2009.


Howard Botts, Mayor

Attest:


Brenda Streepy, City Clerk

THIRD ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
ENVIRONMENTAL SERVICES

1. **Date and Parties.**

1.1 This document ("3rd Addendum"), for reference purposes, is dated the 5th day of February, 2009, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and PARAMETRIX, INC. ("Consultant").

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding Environmental Services dated April 17, 2008 (the "Agreement") for the preparation of Environmental Impact Statements (EIS) relating to the potential impacts of contemplated developments known as the Lawson Hills and the Villages Master Planned communities (the "Project").

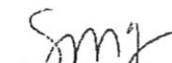
2.2 The parties entered into a First Addendum to the Agreement on May 15, 2008 to modify the terms and conditions of the Agreement to include the preparation of a critical areas ordinance.

2.3 The parties entered into a Second Addendum to the Agreement on November 20, 2008 to modify the terms and conditions of the Agreement in order to provide needed background environmental data that neither the developer nor the City possessed.

2.4 Developer has subsequently questioned the need for additional roadways proposed as part of the City's draft Comprehensive Plan. To determine whether elimination of the proposed connector roadways is a viable option, the City needs Consultant to analyze the environmental impacts of eliminating the disputed connector roadways from the Comprehensive Plan. This information shall be incorporated into the EIS already being prepared by Contractor under this Agreement.

3. **Modification to Agreement Terms and Conditions.**


City


Consultant

3.1 It is the intent of this 3rd Addendum only to establish a scope, schedule and budget for analysis of the environmental impact of eliminating proposed connector roadways made necessary by the proposed *Villages* and *Lawson Hills* projects. However, the terms of the original Agreement, as modified by the First Addendum and Second Addendums, are not modified by this 3rd Addendum, other than to the extent that the traffic analysis required by the 3rd Addendum shall be performed, because this roadway elimination analysis shall be a separate, "stand alone" issue that will be completed independently of the rest of the EIS process. Therefore, the scope, schedule and budget of the work outlined in the original Agreement and Addendums One and Two do not need to be modified and are hereby incorporated to this 3rd Addendum by reference.

4. **Scope, Schedule and Budget.**

4.1 The Scope of Work set forth in Exhibit A ("The Villages and Lawson Hills Transportation and Alternative Network Analysis") shall apply only to the work to be performed under this 3rd Addendum and is not intended to replace the Scope of Work previously agreed to by the parties under the original Agreement and as modified by the First and Second Addendums. Consultant shall perform the Scope of Work.

4.2 Compensation for the services to be performed by the Consultant as set forth in the Scope of Work shall be within the budget set forth in Exhibit B ("Lawson/Villages Transportation and Alternative Network Analysis"), attached hereto. The parties expressly agree that the Budget Amount for the Scope of Work for this 3rd Addendum is \$14,650.

5. **Other Terms Unchanged.**

5.1 Except as previously modified by the First and Second Addendums and Sections 3 and 4 of this 3rd Addendum, all terms of the Agreement remain unchanged.

6. **Authority to Execute.**

6.1 The Mayor was authorized to execute this Agreement on behalf of the City by the adoption of City of Black Diamond Resolution 09-580 on February 5, 2009.

6.2 The Consultant is authorized to execute this Agreement pursuant to the terms of their respective Operating Agreement, or resolution of the members. Proof of Owners' signatory authority shall be provided to the City, and remain on file with the City as a public record.

CITY OF BLACK DIAMOND

By: 

Howard Botts

CONSULTANT

By: 

Printed Name: Susan M. Graham


City

Consultant

Its: Mayor

Its: Project Manager

Date: February 5, 2009

Date: February _____, 2009

Attest:

By: Brenda L. Streepy
Brenda L. Streepy
City Clerk

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City

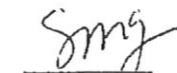

Consultant

EXHIBIT A

City of Black Diamond The Villages and Lawson Hills Transportation and Alternative Network Analysis

Parametrix, Inc.

Amendment 3
February 4, 2009

This Scope of Work is in addition to the previous scope of work, dated November 7, 2008.

Transportation and Alternative Network Analysis

Measurable Task Objective

To estimate the Level of Service impacts of roadway network changes within the City of Black Diamond that would include removing the north-south connector (between Railroad Avenue and South Connector) and/or the southeast loop connector (east of SR 169) and realigning the south connector to intersect with SE Green Valley Road instead of SR 169.

Approach

The project trip generation, distribution, and assignment will be based on assumptions from the Master Plan Development EIS. This information will be used to estimate project-generated traffic volumes at all the study intersections within the City. The 2025 Level of Service impacts to the study intersections would be evaluated under the Villages Cumulative Action scenario and with the proposed roadway network changes.

Assumptions

- Trip Generation and other relevant data from the traffic analysis conducted for the Master Plan Development EIS would be used.
- Analysis will be conducted for 2025 PM peak hour conditions.
- Analysis will be conducted for 2025 Villages Cumulative Action scenario.
- Level of Service analysis will be conducted only for City of Black Diamond Intersections that were identified and studied for the Master Plan Development EIS.
- Level of Service Analysis will be conducted for the following four scenarios independently:
 - Without the north-south connector
 - Without the southeast loop connector

- Without both north-south connector and southeast loop connector
- With the realignment of the south connector to intersect with SE Green Valley Road.

Deliverables

- A technical memorandum with graphics will be prepared.

Schedule

Assuming a February 15, 2009 Notice to Proceed, Parametrix anticipates all work for this analysis complete by March 20, 2009.

CLIENT: City of Black Diamond

City of Black Diamond
Lawson Hills/The Villages EIS