



CITY OF BLACK DIAMOND
May 5, 2011 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 360-886-2560. Thank you for attending this evening.

PUBLIC HEARINGS:

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS

Presentation – Missing Children

Chief Kiblinger

Presentation – Violence Prevention Task Force

Trip Hart

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|---|---------------|
| 1) AB11- 030 – Resolution Authorizing Agreement with AllianceOne Collection Agency | Ms. Miller |
| 2) AB11- 031 – Resolution Authorizing Proposed 2011 Stormwater Management Program | Mr. Boettcher |
| 3) AB11- 032 – Resolution Authorizing Acceptance of Morgan Street Sidewalk Project | Mr. Boettcher |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 4) **Claim Checks** – May 5, 2011, No. 36910 through No. 36956 in the amount of \$128,013.64
- 5) **Minutes** – Council Meeting of April 21, 2011

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-748, authorizing the Mayor to execute a Letter of Understanding with AllianceOne to collect Black Diamond's public debt.	Agenda Date: May 5, 2011		AB11-030
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller	X	
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: none	Court – Stephanie Metcalf		
Fund Source:	Comm. Dev. – Steve Pilcher		
Timeline:			
Attachments: Resolution No. 11-748, Exhibit A Letter of Understanding and State Contract #06909			
<p>The City of Black Diamond can utilize the Washington State Contract with AllianceOne for collections as authorized under RCW 19.16.500. Black Diamond's Municipal Court currently uses AllianceOne to collect their past due accounts, however the City did not have an agreement for collection of other City past due accounts, such as business licenses, miscellaneous account receivables or other past due accounts authorized under our code.</p> <p>Adoption of this resolution authorizes the Mayor to execute a Letter of Understanding with AllianceOne using the State contract #06909.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed Resolution 11-748 at their April 28, 2011 meeting and recommended approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-748, authorizing the Mayor to execute a Letter of Understanding with AllianceOne to collect Black Diamond's public debt.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 5, 2011			

RESOLUTION NO. 11-748

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON ,
AUTHORIZING THE MAYOR TO UTILIZE THE STATE OF
WASHINGTON'S COLLECTIONS SERVICES CONTRACT
#06909 WITH ALLIANCEONE FOR BLACK DIAMOND'S
COLLECTION SERVICES**

WHEREAS, Black Diamond's Municipal Court currently uses AllianceOne for their collection services as authorized under Resolution 06-407; and

WHEREAS, other City accounts for miscellaneous receivables or fees that have not been paid and are outstanding need to be collected as authorized in the Black Diamond Municipal Code; and

WHEREAS, the City can utilize the Washington State Contract with AllianceOne for collections as authorized under RCW 19.16.500;

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

Section 1. Authorizing the Mayor to execute a Letter of Understanding with AllianceOne to collect Black Diamond's public debt and attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2011.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT A

LETTER OF UNDERSTANDING

In accordance with the State of Washington Collection Services Contract #06909, and RCW 19.16.500, to **CITY OF BLACK DIAMOND – FINANCE DEPT.** and AllianceOne Receivables Management, Inc. both agree that the collection fee to be added to the principal balance of the accounts assigned to AllianceOne Receivables Management, Inc. will be a minimum fee of fifty percent of the debt up to one hundred dollars per account, and thirty five percent of the first one hundred thousand dollars per account, thereby enabling AllianceOne Receivables Management, Inc. to remit to **CITY OF BLACK DIAMOND – FINANCE DEPT.** 100% of the principal amount assigned, when collected.

AllianceOne Receivables Management

City of Black Diamond – Finance Dept.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cc: Jeri Brown, Procurement Officer - Dept. of General Administration.

State of Washington Current Contract Information

Revision date: August 10, 2010

Debt Collection Services 06909


Contract number: 06909

Contract title: Debt Collection Services

Purpose: Update current period of performance.

Award date: 06/10/05

Period of performance: 06/13/07 **through:** 8/12/2011

Contract term: 

Contract type: This contract is designated as **mandatory** use for all State Agencies and **convenience** use for all other authorized purchasers.

Services available: Debt collection services and NSF collection services.

Contractors: Current contractor:
1. AllianceOne Receivables Management

Contract pricing: Please See link below

The following pages contain key contract features. For detailed information please view the original solicitation and amendment to this contract at: <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06909> or contact your local agency Purchasing Office.

To provide feedback on vendor performance, please submit a Vendor and Contract Report Card at <https://fortress.wa.gov/ga/apps/ContractEval/ContractFeedback.aspx?s=C&c=06909>.

For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Contract Information: Jeri Brown
Email: jbrown@ga.wa.gov
Phone: (360) 902-7400

Fax Number: (360) 586-2426

Ordering Services

Please contact Contractor to set up an account and obtain services.

Tera Cappa-Bachaud Client Service/Support Supervisor

Phone: 888-374-7270

Fax: 253-620-7310

Email: Tera.cappa@allianceoneinc.com

For pricing and other information, please open the icon below.



Additional
Information

You can access the original solicitation for this contract at:

<http://www.ga.wa.gov/pca/bids/06909b.doc>

Note as per the original contract:

REVISED CODE OF WASHINGTON 19.16.500 AND 1982 C 65 S 1

At user agency's option, the following amended legislation shall apply:

(a) Agencies, departments, taxing districts, political subdivisions of the state, counties and incorporated cities may retain, by written contract, collection agencies licensed under this chapter for the purpose of collecting public debts owed by any person, including any restitution that is being collected on behalf of a crime victim.

(b) Any governmental entity as described in (s) of this subsection using a collection agency may add a reasonable fee, payable by the debtor, to the outstanding debt for the collection agency fee incurred or to be incurred. The amount to be paid for collection services shall be left to the agreement of the governmental entity and its collection agency or agencies, but a contingent fee of up to fifty percent of the first one hundred thousand dollars of the unpaid debt per account and up to thirty-five percent of the unpaid debt over one hundred thousand dollars per account is reasonable, and a minimum fee of the full amount of the debt up to one hundred dollars per account is reasonable. Any fee agreement entered into by a governmental entity is presumptively reasonable.

(2) No debt may be assigned to a collection agency unless (a) there has been an attempt to advise the debtor (i) of the existence of the debt and (ii) that the debt may be assigned to a collection agency for collection if the debt is not paid, and (b) at least thirty days have elapsed from the time the notice was sent and attempted.

(3) Collection agencies assigned debts under this section shall have only those remedies and powers which would be available to them as assignees of private creditors.

(4) For purposes of this section, the term debt shall include fines and other debts, including the fee required under subsection (1) (b) of this section.

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Debt Collection Services

**Contract#:** 06909 **Replaces:** 06806, 06204 **Related Contracts:** 04198, 04398

Debt Collections Services, Collection Agency and NSF Check Collection Services for the State

Current Term Start Date: 10-01-2009 **Award Date:** 06-10-2005 **Est. Annual Worth:** \$803,965**Current Term Ends On:** 08-12-2011 **Final Term Ends On:** 06-12-2011 **Commodity Code(s):** 946-33**Diversity:** 0% WBE 0% MBE **# of Bids Received:** 13**Contact Information:** Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

Contract Documents & Resources

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

Contractor(s):

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.

Additional Information

PRICING/RATES:

<u>Category 1 -- Collection Service</u>	
In-State Regular	11%
In-State Legal	14%
Out-of-State Regular	11%
Out-of-State Legal	14%
<u>Category 2 -- NSF Check Collection</u>	
Collection fee per check collected -- regular	\$25.00
Collection fee per check collected -- legal	\$120.00

LETTER OF UNDERSTANDING

Only for category 1

If a State Agency wants to transfer the costs of collection to the debtor (per RCW 19.16.500), Contractor and State Agency must complete Attachment D, draft of the Letter of Understanding, before accounts can be turned over to the Contractor.

ACKNOWLEDGEMENT

Contractor shall furnish to each state agency a written acknowledgement of every debt assigned including date assigned, debtors name, state agency account number and the amount assigned. Acknowledgement will be mailed or submitted electronically via email within 10 working days of receipt.

MINIMUM DEBT

Category 1

The contractor will accept assigned debts in any amount stated as due and unpaid, with the minimum debt being \$50.00. The amount may be based on actual billings or on estimates. Multiple debts of one debtor shall be considered one debt to attain minimum.

Category 2

There will be no minimum amount to be assigned under the check collection program.

CONSULTING/TRAINING

Consulting/training on internal collection procedures are not a part of the contract.

USE

This contract shall not be used by any state agency in the collection of fees owed against another.

ADDITIONAL CHARGES

Only for Category 1

The contractor shall not add a collection charge to the assigned account except for federally secured loans, or fines and other penalties awarded by the court. However, this prohibition shall not be construed to prevent the addition of court costs, disbursements and attorney fees, if otherwise allowable, in legal actions, as authorized by the state agency.

RETURNING ACCOUNTS

Category 1

In the event an account is deemed uncollectible by the contractor within sixty days of the assignment, it shall be returned to the agency together with an explanation of why it is uncollectible. For accounts assigned out of state collection, where the debtor becomes domiciled in the state, the contractor shall immediately notify the agency and refer the account back, with such additional information as it may be acquired, including, but not limited to, the debtor's current address and employment. In any case, where an account has become subject of a bankruptcy, insolvency, receivership, or probate, the contractor shall immediately on discovery, refer the account back to the agency with the name and address of the court and the identifying court docket number. In any of the foregoing situations, no additional fees or charges shall be billed to or paid by the agency to the contractor after return of such accounts.

As requested by each state agency, all accounts that have no activity shall be returned to the State agency within six (6) months after being assigned to the contractor. With the consent of the State agency, an account may remain with the contractor after six (6) months. An account for which a repayment schedule has been established and payments are being received regularly shall remain with the contractor until the account is paid in full or until a default in the payment schedule occurs. The collection period may be extended if legal action has been commenced or for other reasons mutually agreed upon in writing by the contractor and State agency.

Once accounts are closed and returned to the state agency, contractors are not entitled to any money, if they collect on the account, unless they have specific permission from state agency to collect on account.

Category 2

Checks referred will not generally be returned to the state agency unless specifically requested. However, after a minimum of six (6) months, state agency may ask for accounts to be returned. If special circumstances exist, state agency may also ask for individual accounts to be returned earlier.

WITHDRAWING OF ACCOUNTS

Category 1 only

Any or all of the accounts assigned to the contractor may be withdrawn by the State agency at any time, upon written or telephonic notification. However, for accounts withdrawn that have been with the contractor less than six (6) months, any payment

received by either the contractor or the State agency for such accounts, within thirty (30) days after the date of notification of withdrawal, shall be subject to the collection fee.

ACCOUNT SUSPENSION

Category 1

The contractor agrees to suspend action, either temporarily or permanently, on any account, upon notification of a request from the State agency to suspend action. Accounts suspended over one (1) month will be returned to the state agency.

Category 2

The contractor agrees to suspend action, either temporarily or permanently, on any account upon receipt of a request from the State agency to suspend action. Accounts suspended over three months will be returned to the state agency.

SETTLEMENTS

Category 1

The contractor shall not have authority to accept a compromise on any account. All such offers of settlements will be forwarded to the state agency to be negotiated and approved by the state agency. The contractor's fee will be based upon the settled amount.

Category 2

The contractor shall not have authority to accept a compromise settlement on any account without the written consent of the State agency. This consent will be accomplished by a prior written agreement in which parameters are established. If payment schedule is negotiated, contractor will monitor and collect the payments.

If account has been referred to the collection agency, any settlements must have prior approval from the collection agency, specifically regarding payment of the applicable fees. If state agency accepts settlement, collection agency will still be entitled to fees as described in contract.

ACCOUNT REDUCTION

Category 1

In cases where accounts assigned to contractor are based upon estimated amounts or subject to an offset and the state agency adjusts those accounts to a lesser amount, the fee will be based upon the lesser amount. Further, if an account is reduced to "0" or cancelled by the adjustment, no fee will be due to contractor.

Category 2

The state reserves the right on behalf of its agencies to set off tax refunds or other credits due the debtor against any account assigned to the contractor, reducing the account balance.

In the event an account is reduced or canceled by such credits, no collection fee will be due the contractor for the amount so reduced or canceled.

NEGOTIATED PAYMENTS

Category 1

Payment agreements may be negotiated by the contractor based on the parameters established by the state agency. Contractor will monitor and collect all payments.

Category 2

Payment schedules may be negotiated by the contractor only with prior approval from the assigning state agency. This consent may be accomplished by a prior written agreement in which specific parameters are established. Contractor will monitor and collect all payments.

CONTRACT TERMINATION

If contract is terminated for any reason, contractor will be required to return all accounts, which do not have an existing payment plan in place. Upon return, information regarding account should include all relevant information, including last known address.

Additionally, terminated contractor shall not be entitled to any fees, if accounts are subsequently collected. Upon termination, any accounts, which have negotiated payment schedules in place, will stay in possession of collection agency until paid in full, or until default.

In Addition to Category 2

If legal action has commenced, contractor has the option of keeping the account for a period of six (6) months after contract termination.

POSTING category 2 only

All debts collected will be posted no later than one (1) state business day after date of collection.

CONFIDENTIALITY

Data files of the state agencies are of confidential nature. The contractor's employees assigned to these cases shall be allowed access to these files as needed for their duties related to the contract. Information provided to the Contractor by Purchasers may be co-mingled with other collection files, but has to be approved in writing by the Purchaser and prior to that information being co-mingled. The contractor shall maintain positive policies and procedures for safeguarding the confidentiality of such data. Information provided to the Contractor by Purchasers shall not be transferred or sold to a third party. Contractor may be liable civilly or criminally under privacy legislation for release of such information.

FOREIGN JUDGEMENTS

In the event a foreign judgment has been filed by the contractor's legal department but no further action has taken place in six months, the state agency may request the account be returned. If collections occur as a direct result of the filed foreign judgment, and can be proved to the state agency's satisfaction that the sale was a direct result of contractor's action, the fee will be due to the contractor.

PROFESSIONAL STANDARDS

The contractor shall not engage in any illegal, unfair, unprofessional or unethical collection practices. Contractor shall not violate any provision of Federal or State laws relating to collection agency and debt collection practices. Further, contractor and employees of the contractor will comply with any state agency confidentiality requirements regarding assigned account information

CONTRACT ACTIVITY REPORTS

Agencies Category 1 reports -- Collection Services.

The contractor shall, upon request, provide the state agency and OSP an analysis of accounts assigned to the contractor. The analysis shall show the recovery history in number of accounts, percentages of accounts collected, percentage of dollars collected, as well as any other information requested by the state.

Active accounts report.

Each state agency will receive a monthly report no later than the 10th of each month.

The report shall include the following minimum information for all active accounts:

Both state agency and collection agency account numbers.

Debtor name.

Date of assignment.

Warrant/Reference number.

Amount of assignment.

Last payment date.

Balance.

Current status (i.e. Dispute, Collecting, Unable to collect, etc.).

Cancelled, determined uncollectible, or sent back to state agency reports.

Each state agency will receive a monthly report showing all accounts that have been cancelled, determined uncollectible, or sent back to state agency. This report shall include the following minimum information:

Account number.

Account name.

Date of assignment.

Balance.

Warrant/Reference number.

Reason for cancellation or return.

Monthly total collected amount report.

Each state agency will receive a monthly report showing all monies collected for the previous month. This report will include the following minimum information:

Payment date.

Account numbers.

Account name.

Warrant/Reference number.

Amount collected.

Commission due.
Account balance.
Applicable remarks.

Agencies Category 2 reports -- NSF Checks.

The contractor shall, upon request, provide the state agency an analysis of the accounts assigned to the Contractor. The analysis shall show the recovery history in numbers of accounts, percentage of accounts collected, percentage of dollars returned to state, as well as any other information requested by the state.

1. Each state agency will receive a monthly report no later than the 10th of each month. The report will include the following minimum information for all active accounts:

Both state agency and collection agency account #.

Debtor Name.

Date of Assignment.

Warrant/Reference Number.

Amount of Assignment.

Last Payment Date.

Balance.

Current Status (i.e. Dispute, Collecting, Unable to collect). List of activities must be complete. Description of activities may be coded as long as a key is provided.

2. Each state agency will receive a monthly report showing all accounts that have been cancelled, determined uncollectible, or sent back to state agency. This report will include the following minimum information:

Account Numbers.

Account Name.

Date of Assignment.

Balance.

Warrant/Reference Number.

Description of Activities.

Description of activities may be coded as long as key is provided.

3. Each state agency will receive a monthly report showing all monies collected for the previous month. The report will include the following information:

Payment Date

Account Numbers

Name

Warrant/Reference Number

Amount Collected

Account Balance

Applicable Remarks

Account number of collected check

FEES

Category 1

All accounts assigned for collection shall be on a contingency basis. That is, the Client shall not be charged anything, if the Contractor is unable to recover the monies on the accounts assigned. The sole consideration to be paid to the Contractor for its services shall be the agreed upon collection fee percentage of any monies recovered.

Category 2

All checks assigned for collection shall be on a contingency basis. That is, the Client shall not be charged anything, if the Contractor is unable to recover the monies on checks so assigned.

REMITTANCE

Category 1:

The successful contractor will be required to remit all required funds no later than the closest working day to the 10th of the month following the collection.

State agencies have two options, entirely at each agency's discretion, for remittance.

- 1) All funds collected will be remitted to the agency along with a statement of the collection fees due. After verifying the statement, the state agency will then remit collection fees back to the contractor.
- 2) Only the percentage of the collections to which the state is entitled will be remitted to the state agency along with any required reports.

Any payments not postmarked by the closest state business date to the 10th may be subject to a late payment fee of 3% of the collection fees due. Any payments not postmarked by the 20th may be subject to a late payment fee of 10% of the collection fees due. Repeated failure of contractor to remit payments as required will be grounds for contract termination.

Category 2

On all checks collected, the State is to receive 100% of the face value of the check within thirty days of collection. In addition, contractor will pay the referring state agency a collection fee in the amount indicated in Attachment C, for each check collected. Contractor will retain all collected fees, interest, and charges, less the agreed upon collection fee.

PAYMENTS DIRECT TO STATE

Category 1

Any payment received directly by the State agency within ten (10) days after referral to contractor will not be subject to the collection fee. Those accounts assigned to out of state collection shall not receive a fee from the sale of real or personal property in the state unless the contractor can clearly prove to the agency that the sale of such was a direct result of the contractors actions. The contractor will not receive a fee where tax refunds or the credits due the debtor are applied to a referred account.

All other payments received directly by the State agency for accounts assigned to the contractor shall be subject to the collection fee and the agency shall notify the contractor within thirty (30) days of receipt of such payment to be credited to the assigned account.

Category 2

Any payment received directly by the State agency within two (2) days after agency receipt of acknowledgment will not be subject to the collection fee.

All other payments received directly by the State agency for accounts assigned to the contractor shall be included in the total payments collected and shall be subject to the collection fee.

The State shall, within a reasonable period of time, notify the contractor of any payment received by the state for an account assigned to the contractor.

On-line Access to Accounts

The user agencies may require inquiry access to the contractor's case tracking and/or collection system to review status of all their accounts. User agencies also require updated capability to respond to questions or disputes on accounts.

While the contractor is welcome to provide such capabilities, it will not be required. The contractor should be ready and willing to work with the user agencies to insure that an effective method of communication is established and perfected.

AUTHORIZED FEES

Only Category 2

Contractor is authorized to assess the legal handling fee authorized by RCW 62A.3-515-520. If debt is collected after fifteen (15) days from notice of dishonor, in addition to the agreed upon reasonable handling fee, the collection agency is authorized to add the cost of the collection, which will not exceed forty dollars or the face amount of the check, whichever is less.

The reasonable handling fee will be determined by the contract administrator and will only be changed at time of contract extension at the contract administrator's option. Handling fee will be a conservative reflection of the typical handling fee in the marketplace. The handling fee will not exceed \$30.00.

For all legal actions, damages will be awarded as authorized by RCW 62A.3.515 (currently \$300.00 or three times the face amount of the check, whichever is less), by award of the court only. This is in addition to any handling and collection fees.

INTEREST

Category 1

Contractor shall monitor all accounts and at least monthly, calculate interest owed to the date of recalculation. Contractor shall charge interest on accounts in compliance with state agency governing laws and regulations specific to an agency or account class. It will

be the responsibility of the state agency to communicate any requirements. Upon request by a state agency, contractor will not charge interest on any account or class of accounts specified. All interest will be added to original amount assigned, and the fee will be calculated per terms of the contract on the total amount.

Category 2

Contractor shall charge interest on NSF checks as defined by RCW 62A.3-515, or by other governing laws and regulations specific to an agency or account class. It will be the responsibility of the state agency to communicate any requirements which usurp RCW 62A.3-515.

Upon request by state agency, contractor will not charge interest on any account or class of accounts specified.

STATEMENT OF WORK

Debt Collection Bidders will submit bids for the provision of collection services for categories, Category 1 or 2.
Specifications

Category 1 – Collection Services

In State Regular Collection Service

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

Contractor will make every effort to contact debtor using phone calls, letters, skip tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

In State Legal Collection Services

In state legal action will primarily consist of acting on filed warrants and judgments. This will include the levying of any money sources, as well as the garnishing of wages.

Any further actions must be approved by the assigning state agency. Fees for additional services will be negotiated, with the maximum fee being 60% of amount collected or the actual costs which are incurred plus the stated percentage for legal collection services, whichever is less.

It is expected that the majority of filings will be done by the state agency. Some filing may be required under the scope of this contract.

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General.

Out of State Regular Collection Service

The successful contractor must have the ability to run a collection operation in all 50 states.

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

The Successful contractor will make every effort to contact debtor using phone calls, letters, skip tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

Fee charged will be determined to be in state if collected in the state of Washington.

Out of State Legal Collection Services

Out of State: Legal actions will consist of acting on filed warrants and judgments. This will include the levying of any money sources, as well as the garnishing of wages.

Any further actions must be approved by the assigning state agency. Fees for additional services will be negotiated, with the maximum fee being 60% of amount collected or the actual costs which are incurred plus the stated percentage for legal collection services, whichever is less.

Out of State: Legal Preliminary actions will include the filing of warrants, foreign judgments and liens in the appropriate county.

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General. It shall be the responsibility of the contractor to become familiar with Chapters 19 regarding collections, and Chapter 6.36, Uniform Enforcement of Foreign Judgment Act, of the Revised Code of Washington. In addition, because each agency is governed by

additional RCW's and WAC's, it will be the responsibility of both the agency and the contractor to assure that the legal representation is aware of the additional codes.

NOTE: The Department of Revenue (DOR), per RCW 82.32.265, does all of their own in-state collections. The department will turn over out of state accounts to a collection agency after exhausting all steps in collecting.

Category 2 – NSF Check Collection

Regular NSF Collections

Contractor will mail a validation of debt notice, on collection agency letterhead as provided by FDCPA (PL-95-109) upon receiving the account to the consumer debtor at the last known address. Agency may choose that debt notice be on their own letterhead.

Contractor will send Statutory Notice of Dishonor to consumer's last known address unless such notice has been sent by state agency. The majority of the state agencies will have sent the notice before referring the account to contractors.

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

Contractor will make every effort to contact debtor using phone calls, letters, skip tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

Legal NSF Collections

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General.

Ordering Services

In order to acquire collection services and/or NSF collection services, client agency, or other entities authorized to procure services off of the contract established as a result of this RFP, will contact the vendor via telephone/email/fax/mail, and established an account with the chosen vendor by providing the necessary information to the vendor. The following minimum information should be submitted: name, address, and dollar amount owed. However preferred amount of information would be as follows: name,

address, phone, dollar amount owed, social security number, date of birth, clients account number and employer.



OG
7/13/05

STATE OF WASHINGTON
Department of General Administration

Office of State Procurement
210 11th Ave SW Rm. 201 GA Bldg. | PO BOX 41017 | Olympia WA 98504-1017 | (360) 902-7400
<http://www.ga.wa.gov>

Friday, June 10, 2005

AllianceOne
6565 Kimball Drive
Suite 200
Gig Harbor, WA 98335
Email: renee.linnabary@allianceoneinc.com
Tel: 253-620-2204
Fax: 253-620-7310

Dear Renee Linnabary:

Congratulations, your firm has been selected as a successful bidder on state Contract No. 06204.
Enclosed is a signed copy of the Offer and Award acknowledging acceptance.

As part of the contract, you agreed to provide contract terms and pricing to members of the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCP/OCPP). Listings are published and updated periodically by OSP and DAS. Members may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on our Internet site <http://www.ga.wa.gov/pca/cooplist.htm>, and a list of the Oregon members is available through the Vendor Information Program (VIP) which you can access through their Internet site under "Contracts and Bids" at <http://www.das.state.or.us/pages/purchasing/new/index.html>. Contractors shall not process state contract orders from unauthorized users. As part of the contract, your firm must also submit quarterly usage reports. The report form is located at <http://www.ga.wa.gov/pca/forms/usage.doc> or OSP can provide the report form in alternate formats. I have enclosed sample forms for your use in reporting.

If you have any questions regarding this requirement or other contractual matters, please contact me at 360-902-7414. I look forward to a mutually beneficial business partnership in the administration of our contract.

Sincerely,

Aleksey Belov
Aleksey Belov, CPIM, C.P.M.
Contract Consultant

Enclosures:
Copy of Offer and Award
Copy of Current Contract Information

Award Letter to AllianceOne

COMPANY PROFILE

State of Washington requests your assistance in completing this form. This enables us to obtain a more accurate view of the firms seeking to do business with the state. It assists us in planning outreach and training efforts to help businesses access state purchasing and contracting opportunities. The information is voluntary/anonymous and kept separately from any bid or contract files.

Vendor #: _____ Contract or Purchase Order # _____

Company Name: _____

of Employees: _____ Annual Gross Revenue \$ _____ # of years in business _____

UBI # _____ Federal ID _____ License # _____

Is your business owned and controlled by women or ethnic minorities? Y _____ N _____

Percentage of ownership 1-25% _____ 26-50% _____ 51% or more _____

Please check any that apply:

- ☐ Women
- ☐ Black/African American:
- ☐ Asian American/Pacific Islander
- ☐ Hispanic/Latino:
- ☐ American Indian/Alaskan Native
- ☐ Other describe _____

Is your company certified with Washington State Office of Minority and Women's Business Enterprises?

Y _____ N _____ if yes, include certification number: _____

Is your business certified as a minority or woman owned business with any local, state or federal programs?

Y _____ N _____ if yes, please list below: _____

Please complete this form and mail or fax it directly to:

Aleksey Belov
Contract Consultant
Fax: 360-586-2426
210 11th Ave SW RM 201 GA Bldg
PO Box 41017
Olympia, WA 98504-1017

3. OFFER AND AWARD

Bidders are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Bidders, Definitions), Sales/Service & Subcontractor Report are binding terms of this contract. It is important that you read and understand these documents. These documents are available on our website at <http://www.ca.wa.gov/pca/cps.htm>. If you do not have Internet access, you may contact the State Procurement Officer to obtain copies of any and all documents contained in this bid package.

STANDARD DEFINITIONS revised 06/02/03**STANDARD INSTRUCTIONS FOR BIDDERS** revised 06/02/03**STANDARD TERMS AND CONDITIONS** revised 06/02/03

AllianceOne Receivables Management, Inc.
(Company Name)

Corporate HQ: 717 Constitution Dr. Ste 202
Gov't Div HQ: 6565 Kimball Dr. Ste 200
(Address)

Corporate HQ: Exton, PA 19341
Gov't Div HQ: Gig Harbor, WA 98335
(City) (State) (Zip)

23-2994246
(Federal Tax Identification Number)

rene.linnabary@allianceoneinc.com
(Email)

Rene Linnabary
(Typed or Printed Name)

Senior Vice President
(Title)

(253) 620-2204
(Phone No.)

Rene Linnabary 5/16/05
(Bidder's Signature) (Date)

CONTRACT AWARD
(For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Office of State Procurement, Purchasing and Contract Administration, to be effective 1st June Year 2005.
This is a Partial (C) award for Debt Collection Services.

Alex Nelson 06/16/05 [Signature] 6/9/05
(State Procurement Officer) (Date) (Purchasing Manager) (Date)

**THIS BID RECEIVED AND OPENED
IN ACCORDANCE WITH THE TERMS
AND CONDITIONS NOTED ON THE
FACE HEREOF.**

Bidder's Company Name AllianceOne Receivables Mgmt, Inc.

State of Washington
Current Contract Information
Revision date: 06/09/05

Contract number: 06204 (replaces 04198/04398) **Commodity code:** 9745

Contract title: Debt Collection Services

Purpose: To provide Debt Collection Services to the state of Washington.

Original award date: 06/10/05

Current extension period: 06/13/05 through: 06/12/07

Contract term: 06/12/07

Contract type: This contract is designated as mandatory use for all state agencies. Convenience use for Higher Education and Washington State Purchasing Cooperative (WSPC).

SCOPE OF CONTRACT This contract is awarded to one contractor. This contract shall provide debt collection services, as well as the NSF collection services to all state agencies and members of WSPC.

For use by: All State Agencies, Political Subdivisions of Washington, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

Contractor: AllianceOne Receivables Management, Inc.
Contract Administration Contact: Missy Snow, Business Development Manager

Address: 6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335

Phone: 800-456-8838 ext. 2209

FAX: 253-620-7310

Email: Missy.snow@allianceoneinc.com

Supplier No.: 8883

Fed. I.D. No.: 23-2994246

Contractor: Same as above

Alternate: Jon Bouquist, Vice President

Phone: 800-456-8838 ext. 2257

FAX: 253-620-7324

Email: Jon.bouquist@allianceoneinc.com

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

State Procurement Officer: Aleksey Belov
Phone Number: (360) 902-7414
Fax Number: (360) 586-2426
Email: abelov@ga.wa.gov

Assistant: Julie Hendricksen
Phone Number: (360) 902-7439
Fax Number: (360) 586-2426
Email: jhendri@ga.wa.gov

Washington State Department of General Administration
Office of State Procurement, P.O. Box 41977, Olympia, WA 98504-1977

The State of Washington is an equal opportunity employer. To request this information in alternative format call (360) 902-7400, or TDD (360) 664-3799.

06204C REV 2003-04-01

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Visit our Internet site: <http://www.ga.wa.gov/purchase>

Current Contract Information
Contract No. 06204C
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Products/Services available:	Debt Collection Services (Debt Collections and NSF Check Collections).		
Ordering information:	See page 2 Note III or page 3		
Ordering procedures:	See page 2 Note II or page 3		
Contract exclusions:	Specific reason(s) when not to use the contract.		
Payment address:	6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335		
Order placement address:	6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335		
Minimum orders:	Please see page 6.		
Contract pricing:	Please see page 4.		
Term worth:	\$936,626.75 annually		
Current participation:	\$0.00 MBE MBE 0%	\$0.00 WBE WBE 0%	\$936,626.75 OTHER OTHER 100%
			\$0.00 EXEMPT EXEMPT 0%

USER SUMMARY:

To purchase services through this contract, please note the following:

Category 1 -- Collection Services

1. Contact AllianceOne, Inc. (please see page 6 for contact information).
2. Set up an account with the vendor (vendor shall provide the details on what information is needed and desired in order to provide services).

Note: Vendor shall be flexible as far as the submission of the account information necessary to start the services, as per Flexibility clause on page 10.

Category 2 -- NSF Check Collection

1. Contact AllianceOne, Inc. (please see page 6 for contact information).
2. Set up an account with the vendor (vendor shall provide the details on what information is needed and desired in order to provide services).

Note: Vendor shall be flexible as far as the submission of the account information necessary to start the services, as per Flexibility clause on page 10.

TABLE OF MOST FREQUENTLY LOOKED UP CLAUSES/TERMS/CONDITIONS	
Section name	Page
Pricing/Rates	6
Ordering Services	7
Letter of Understanding	7
Acknowledgement	7
Minimum Debt	7
Additional Charges	7
Returning Accounts	8
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Account Suspension	8
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Interest	16
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CONTRACTOR'S CUSTOMER SERVICE INFORMATION

Contractor: AllianceOne Receivables Management, Inc.

Customer Service Contact: Tera Cappa-Bachand Client Service Representative

Phone: 888-374-7270

Fax: 253-620-7310

Email: Tera.cappa@allianceoneinc.com

Alternate: Patricia Purcell Client Services Manager

Phone: 888-374-7270

Fax: 253-620-7310

Email: Patricia.purcell@allianceoneinc.com

PRICING/RATES:

<u>Category 1 -- Collection Service</u>	
In-State Regular	11%
In-State Legal	14%
Out-of-State Regular	11%
Out-of-State Legal	14%
<u>Category 2 -- NSF Check Collection</u>	
Collection fee per check collected -- regular	\$25.00
Collection fee per check collected -- legal	\$120.00

1. SPECIAL TERMS AND CONDITIONS

ORDERING SERVICES

In order to acquire collection services and/or NSF collection services, client agency, or other entities authorized to procure services off of the contract established as a result of this RFP, will contact the vendor via telephone/email/fax/mail, and established an account with the chosen vendor by providing the necessary information to the vendor. The following minimum information should be submitted: name, address, and dollar amount owed. However preferred amount of information would be as follows: name, address, phone, dollar amount owed, social security number, date of birth, clients account number and employer.

LETTER OF UNDERSTANDING

Only for category 1

If a State Agency wants to transfer the costs of collection to the debtor (per RCW 19.16.500), Contractor and State Agency must complete Attachment D, draft of the Letter of Understanding, before accounts can be turned over to the Contractor.

ACKNOWLEDGEMENT

Contractor shall furnish to each state agency a written acknowledgement of every debt assigned including date assigned, debtors name, state agency account number and the amount assigned. Acknowledgement will be mailed or submitted electronically via email within 10 working days of receipt.

MINIMUM DEBT

Category 1

The contractor will accept assigned debts in any amount stated as due and unpaid, with the minimum debt being \$50.00. The amount may be based on actual billings or on estimates. Multiple debts of one debtor shall be considered one debt to attain minimum.

Category 2

There will be no minimum amount to be assigned under the check collection program.

CONSULTING/TRAINING

Consulting/training on internal collection procedures are not a part of the contract.

USE

This contract shall not be used by any state agency in the collection of fees owed against another.

ADDITIONAL CHARGES

Only for Category 1

The contractor shall not add a collection charge to the assigned account except for federally secured loans, or fines and other penalties awarded by the court. However, this prohibition shall not be construed to prevent the addition of court costs, disbursements and attorney fees, if otherwise allowable, in legal actions, as authorized by the state agency.

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RETURNING ACCOUNTS

Category 1

In the event an account is deemed uncollectible by the contractor within sixty days of the assignment, it shall be returned to the agency together with an explanation of why it is uncollectible. For accounts assigned out of state collection, where the debtor becomes domiciled in the state, the contractor shall immediately notify the agency and refer the account back, with such additional information as it may be acquired, including, but not limited to, the debtor's current address and employment. In any case, where an account has become subject of a bankruptcy, insolvency, receivership, or probate, the contractor shall immediately on discovery, refer the account back to the agency with the name and address of the court and the identifying court docket number. In any of the foregoing situations, no additional fees or charges shall be billed to or paid by the agency to the contractor after return of such accounts.

As requested by each state agency, all accounts that have no activity shall be returned to the State agency within six (6) months after being assigned to the contractor. With the consent of the State agency, an account may remain with the contractor after six (6) months. An account for which a repayment schedule has been established and payments are being received regularly shall remain with the contractor until the account is paid in full or until a default in the payment schedule occurs. The collection period may be extended if legal action has been commenced or for other reasons mutually agreed upon in writing by the contractor and State agency.

Once accounts are closed and returned to the state agency, contractors are not entitled to any money, if they collect on the account, unless they have specific permission from state agency to collect on account.

Category 2

Checks referred will not generally be returned to the state agency unless specifically requested. However, after a minimum of six (6) months, state agency may ask for accounts to be returned. If special circumstances exist, state agency may also ask for individual accounts to be returned earlier.

WITHDRAWING OF ACCOUNTS

Category 1 only

Any or all of the accounts assigned to the contractor may be withdrawn by the State agency at any time, upon written or telephonic notification. However, for accounts withdrawn that have been with the contractor less than six (6) months, any payment received by either the contractor or the State agency for such accounts, within thirty (30) days after the date of notification of withdrawal, shall be subject to the collection fee.

ACCOUNT SUSPENSION

Category 1

The contractor agrees to suspend action, either temporarily or permanently, on any account, upon notification of a request from the State agency to suspend action. Accounts suspended over one (1) month will be returned to the state agency.

Category 2

The contractor agrees to suspend action, either temporarily or permanently, on any account upon receipt of a request from the State agency to suspend action. Accounts suspended over three months will be returned to the state agency.

SETTLEMENTS

Category 1

The contractor shall not have authority to accept a compromise on any account. All such offers of settlements will be forwarded to the state agency to be negotiated and approved by the state agency. The contractor's fee will be based upon the settled amount.

Category 2

The contractor shall not have authority to accept a compromise settlement on any account without the written consent of the State agency. This consent will be accomplished by a prior written agreement in which parameters are established. If payment schedule is negotiated, contractor will monitor and collect the payments.

If account has been referred to the collection agency, any settlements must have prior approval from the collection agency, specifically regarding payment of the applicable fees. If state agency accepts settlement, collection agency will still be entitled to fees as described in contract.

ACCOUNT REDUCTION

Category 1

In cases where accounts assigned to contractor are based upon estimated amounts or subject to an offset and the state agency adjusts those accounts to a lesser amount, the fee will be based upon the lesser amount. Further, if an account is reduced to "0" or cancelled by the adjustment, no fee will be due to contractor.

Category 2

The state reserves the right on behalf of its agencies to set off tax refunds or other credits due the debtor against any account assigned to the contractor, reducing the account balance.

In the event an account is reduced or canceled by such credits, no collection fee will be due the contractor for the amount so reduced or canceled.

NEGOTIATED PAYMENTS

Category 1

Payment agreements may be negotiated by the contractor based on the parameters established by the state agency. Contractor will monitor and collect all payments.

Category 2

Payment schedules may be negotiated by the contractor only with prior approval from the assigning state agency. This consent may be accomplished by a prior written agreement in which specific parameters are established. Contractor will monitor and collect all payments.

CONTRACT TERMINATION

If contract is terminated for any reason, contractor will be required to return all accounts, which do not have an existing payment plan in place. Upon return, information regarding account should include all relevant information, including last known address.

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Additionally, terminated contractor shall not be entitled to any fees, if accounts are subsequently collected. Upon termination, any accounts, which have negotiated payment schedules in place, will stay in possession of collection agency until paid in full, or until default.

In Addition to Category 2

If legal action has commenced, contractor has the option of keeping the account for a period of six (6) months after contract termination.

POSTING category 2 only

All debts collected will be posted no later than one (1) state business day after date of collection.

FLEXIBILITY

Contractor will be required to become familiar with each agency's specific requirements. Because there are a wide range of programs and requirements, contractor shall be flexible in the execution of this contract in order to meet each state agency's needs.

Contractor shall conduct business with the client agency based on terms and conditions of the contract awarded as a result of this RFP, and shall not require any signing of company's legal forms (i.e. agreements) that shall or may omit the original terms and conditions of the contract.

REVISED CODE OF WASHINGTON 19.16.500 AND 1982 C 65 S 1

At user agency's option, the following amended legislation shall apply:

(a) Agencies, departments, taxing districts, political subdivisions of the state, counties and incorporated cities may retain, by written contract, collection agencies licensed under this chapter for the purpose of collecting public debts owed by any person, including any restitution that is being collected on behalf of a crime victim.

(b) Any governmental entity as described in (s) of this subsection using a collection agency may add a reasonable fee, payable by the debtor, to the outstanding debt for the collection agency fee incurred or to be incurred. The amount to be paid for collection services shall be left to the agreement of the governmental entity and its collection agency or agencies, but a contingent fee of up to fifty percent of the first one hundred thousand dollars of the unpaid debt per account and up to thirty-five percent of the unpaid debt over one hundred thousand dollars per account is reasonable, and a minimum fee of the full amount of the debt up to one hundred dollars per account is reasonable. Any fee agreement entered into by a governmental entity is presumptively reasonable.

(2) No debt may be assigned to a collection agency unless (a) there has been an attempt to advise the debtor (i) of the existence of the debt and (ii) that the debt may be assigned to a collection agency for collection if the debt is not paid, and (b) at least thirty days have elapsed from the time the notice was sent and attempted.

(3) Collection agencies assigned debts under this section shall have only those remedies and powers which would be available to them as assignees of private creditors.

(4) For purposes of this section, the term debt shall include fines and other debts, including the fee required under subsection (1) (b) of this section.

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Passed the Senate April 22, 1997

Passed the House April 10, 1997

Approved by the Governor May 15, 1997

Filed in Office of the Secretary May 15, 1997

CONFIDENTIALITY

Data files of the state agencies are of confidential nature. The contractor's employees assigned to these cases shall be allowed access to these files as needed for their duties related to the contract. These files shall not be co-mingled with other collection files. The contractor shall maintain positive policies and procedures for safeguarding the confidentiality of such data. Contractor may be liable civilly or criminally under privacy legislation for release of such information.

FOREIGN JUDGEMENTS

In the event a foreign judgment has been filed by the contractor's legal department but no further action has taken place in six months, the state agency may request the account be returned. If collections occur as a direct result of the filed foreign judgment, and can be proved to the state agency's satisfaction that the sale was a direct result of contractor's action, the fee will be due to the contractor.

PROFESSIONAL STANDARDS

The contractor shall not engage in any illegal, unfair, unprofessional or unethical collection practices. Contractor shall not violate any provision of Federal or State laws relating to collection agency and debt collection practices. Further, contractor and employees of the contractor will comply with any state agency confidentiality requirements regarding assigned account information.

PRICING AND ADJUSTMENTS

During contract period, fees shall remain firm and fixed for at least 365 calendar days after effective start date of the contract.

Adjustments in pricing shall be at the discretion of the State Procurement Officer and shall:

Be the result of increases incurred after contract commencement date.

Not produce a higher profit margin than that on the original contract.

Clearly identify the items impacted by the increase.

Be filed with State Procurement Officer a minimum of 90 calendar days before the effective date of proposed increase.

Be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

Any change in pricing shall remain firm and fixed for at least 365 calendar days after the effective date of a price change.

During the contract period, any price declines at the contractor's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the contract period, should the Contractor enter into pricing agreements with other customers providing greater benefits or pricing, Contractor shall immediately amend the state contract to provide similar pricing to

the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing.

MATERIALS AND WORKMANSHIP

Contractor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with Purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers shall be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

INSURANCE

In addition to the insurance requirements outlined in the Competitive Procurement Standards, please note the following:

Errors and Omissions Insurance

The state will not be responsible for any mistakes or omissions by any contractor under this agreement in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or sub-contractor. Further, the state will not be responsible for any acts of the contractor that occur during the course of the performance of this contract, but are not related to translation services. These acts include all criminal and civil acts that may give rise to liability.

The contractor and subcontractor(s) shall at all times during the term of this contract, carry and maintain Errors and Omissions Liability insurance with minimum limits of \$1,000,000 per incident, loss or person, as applicable. If defense costs are paid within limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss or person as applicable.

Fidelity Bond

The contractor shall at all times during the term of this contract, carry and maintain Fidelity Bond with minimum limits of \$1,000,000 per incident, loss or person, as applicable.

RETENTION OF RECORDS

Contractor shall maintain, for at least six (6) years after completion of this contract, all relevant records pertaining to this contract. This shall include, but not be limited to, all records pertaining to actual contract performance from the date of contract award. The State shall have the right to examine, audit, and transcribe all said records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

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CONTRACT ACTIVITY REPORTS

The contractor(s) must provide the following report(s) to Office of State Procurement.

A. Sales and Subcontractor Report (Categories 1 and 2).

A quarterly Sales and Subcontractor Report (attached) shall be submitted in the format provided by the Office of State Procurement. You can get the report electronically at <http://www.ga.wa.gov/PCA/forms/usage.doc>. Total purchases for each State Agency, University, Community and Technical Colleges must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. Additionally, all purchases by the State of Oregon or other purchasers must be reported as an aggregate total.

The report shall include sales information (Section A) and amounts paid to each subcontractor during the reporting period (Section B).

Reports should be rounded to nearest dollar. Contractors will be provided with all necessary sample forms, instructions, and lists. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st.

B. Agencies Category 1 reports -- Collection Services.

The contractor shall, upon request, provide the state agency and OSP an analysis of accounts assigned to the contractor. The analysis shall show the recovery history in number of accounts, percentages of accounts collected, percentage of dollars collected, as well as any other information requested by the state.

Active accounts report.

Each state agency will receive a monthly report no later than the 10th of each month. The report shall include the following minimum information for all active accounts:

Both state agency and collection agency account numbers.

Debtor name.

Date of assignment.

Warrant/Reference number.

Amount of assignment.

Last payment date.

Balance.

Current status (i.e. Dispute, Collecting, Unable to collect, etc.).

Cancelled, determined uncollectible, or sent back to state agency reports.

Each state agency will receive a monthly report showing all accounts that have been cancelled, determined uncollectible, or sent back to state agency. This report shall include the following minimum information:

Account number.

Account name.

Date of assignment.

Balance.

Warrant/Reference number.

Reason for cancellation or return.

Monthly total collected amount report.

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Each state agency will receive a monthly report showing all monies collected for the previous month. This report will include the following minimum information:

Payment date.
Account numbers.
Account name.
Warrant/Reference number.
Amount collected.
Commission due.
Account balance.
Applicable remarks.

C. Agencies Category 2 reports -- NSF Checks.

The contractor shall, upon request, provide the state agency an analysis of the accounts assigned to the Contractor. The analysis shall show the recovery history in numbers of accounts, percentage of accounts collected, percentage of dollars returned to state, as well as any other information requested by the state.

1. Each state agency will receive a monthly report no later than the 10th of each month. The report will include the following minimum information for all active accounts:

Both state agency and collection agency account #.

Debtor Name.
Date of Assignment.
Warrant/Reference Number.
Amount of Assignment.
Last Payment Date.
Balance.

Current Status (i.e. Dispute, Collecting, Unable to collect). List of activities must be complete. Description of activities may be coded as long as a key is provided.

2. Each state agency will receive a monthly report showing all accounts that have been cancelled, determined uncollectible, or sent back to state agency. This report will include the following minimum information:

Account Numbers.
Account Name.
Date of Assignment.
Balance.
Warrant/Reference Number.
Description of Activities.
Description of activities may be coded as long as key is provided.

3. Each state agency will receive a monthly report showing all monies collected for the previous month. The report will include the following information:

Payment Date
Account Numbers
Name
Warrant/Reference Number
Amount Collected

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Account Balance
Applicable Remarks
Account number of collected check

FEES

Category 1

All accounts assigned for collection shall be on a contingency basis. That is, the Client shall not be charged anything, if the Contractor is unable to recover the monies on the accounts assigned. The sole consideration to be paid to the Contractor for its services shall be the agreed upon collection fee percentage of any monies recovered.

Category 2

All checks assigned for collection shall be on a contingency basis. That is, the Client shall not be charged anything, if the Contractor is unable to recover the monies on checks so assigned.

REMITTANCE

Category 1:

The successful contractor will be required to remit all required funds no later than the closest working day to the 10th of the month following the collection.

State agencies have two options, entirely at each agency's discretion, for remittance.

- 1) All funds collected will be remitted to the agency along with a statement of the collection fees due. After verifying the statement, the state agency will then remit collection fees back to the contractor.
- 2) Only the percentage of the collections to which the state is entitled will be remitted to the state agency along with any required reports.

Any payments not postmarked by the closest state business date to the 10th may be subject to a late payment fee of 3% of the collection fees due. Any payments not postmarked by the 20th may be subject to a late payment fee of 10% of the collection fees due. Repeated failure of contractor to remit payments as required will be grounds for contract termination.

Category 2

On all checks collected, the State is to receive 100% of the face value of the check within thirty days of collection. In addition, contractor will pay the referring state agency a collection fee in the amount indicated in Attachment C, for each check collected. Contractor will retain all collected fees, interest, and charges, less the agreed upon collection fee.

PAYMENTS DIRECT TO STATE

Category 1

Any payment received directly by the State agency within ten (10) days after referral to contractor will not be subject to the collection fee. Those accounts assigned to out of state collection shall not receive a fee from the sale of real or personal property in the state unless the contractor can clearly prove to the agency that the sale of

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such was a direct result of the contractor's actions. The contractor will not receive a fee where tax refunds or the credits due the debtor are applied to a referred account.

All other payments received directly by the State agency for accounts assigned to the contractor shall be subject to the collection fee and the agency shall notify the contractor within thirty (30) days of receipt of such payment to be credited to the assigned account.

Category 2

Any payment received directly by the State agency within two (2) days after agency receipt of acknowledgment will not be subject to the collection fee.

All other payments received directly by the State agency for accounts assigned to the contractor shall be included in the total payments collected and shall be subject to the collection fee.

The State shall, within a reasonable period of time, notify the contractor of any payment received by the state for an account assigned to the contractor.

On-line Access to Accounts

The user agencies may require inquiry access to the contractor's case tracking and/or collection system to review status of all their accounts. User agencies also require updated capability to respond to questions or disputes on accounts.

While the contractor is welcome to provide such capabilities, it will not be required. The contractor should be ready and willing to work with the user agencies to insure that an effective method of communication is established and perfected.

AUTHORIZED FEES

Only Category 2

Contractor is authorized to assess the legal handling fee authorized by RCW 62A.3.515-520. If debt is collected after fifteen (15) days from notice of dishonor, in addition to the agreed upon reasonable handling fee, the collection agency is authorized to add the cost of the collection, which will not exceed forty dollars or the face amount of the check, whichever is less.

The reasonable handling fee will be determined by the contract administrator and will only be changed at time of contract extension at the contract administrator's option. Handling fee will be a conservative reflection of the typical handling fee in the marketplace. The handling fee will not exceed \$30.00.

For all legal actions, damages will be awarded as authorized by RCW 62A.3.515 (currently \$300.00 or three times the face amount of the check, whichever is less), by award of the court only. This is in addition to any handling and collection fees.

INTEREST

Category 1

Contractor shall monitor all accounts and at least monthly, calculate interest owed to the date of recalculation. Contractor shall charge interest on accounts in compliance with state agency governing laws and regulations.

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specific to an agency or account class. It will be the responsibility of the state agency to communicate any requirements. Upon request by a state agency, contractor will not charge interest on any account or class of accounts specified. All interest will be added to original amount assigned, and the fee will be calculated per terms of the contract on the total amount.

Category 2

Contractor shall charge interest on NSF checks as defined by RCW 62A.3-515, or by other governing laws and regulations specific to an agency or account class. It will be the responsibility of the state agency to communicate any requirements which usurp RCW 62A.3-515.

Upon request by state agency, contractor will not charge interest on any account or class of accounts specified.

2. STATEMENT OF WORK

Debt Collection Bidders will submit bids for the provision of collection services for categories, Category 1 or 2. Specifications

Category 1 -- Collection Services

In State Regular Collection Service

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

Contractor will make every effort to contact debtor using phone calls, letters, skip tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

In State Legal Collection Services

In state legal action will primarily consist of acting on filed warrants and judgments. This will include the levying of any money sources, as well as the garnishing of wages.

Any further actions must be approved by the assigning state agency. Fees for additional services will be negotiated, with the maximum fee being 60% of amount collected or the actual costs which are incurred plus the stated percentage for legal collection services, whichever is less.

It is expected that the majority of filings will be done by the state agency. Some filing may be required under the scope of this contract.

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

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All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General.

Out of State Regular Collection Service

The successful contractor must have the ability to run a collection operation in all 50 states.

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

The Successful contractor will make every effort to contact debtor using phone calls, letters, skip-tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

Fee charged will be determined to be in state if collected in the state of Washington.

Out of State Legal Collection Services

Out of State: Legal actions will consist of acting on filed warrants and judgments. This will include the levying of any money sources, as well as the garnishing of wages.

Any further actions must be approved by the assigning state agency. Fees for additional services will be negotiated, with the maximum fee being 60% of amount collected or the actual costs which are incurred plus the stated percentage for legal collection services, whichever is less.

Out of State: Legal Preliminary actions will include the filing of warrants, foreign judgments and liens in the appropriate county.

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General. It shall be the responsibility of the contractor to become familiar with Chapters 19 regarding collections, and Chapter 6.36, Uniform Enforcement of Foreign Judgment Act, of the Revised Code of Washington. In addition, because each agency is governed by additional RCW's and WAC's, it will be the responsibility of both the agency and the contractor to assure that the legal representation is aware of the additional codes.

NOTE: The Department of Revenue (DOR), per RCW 82.32.265, does all of their own in-state collections. The department will turn over out of state accounts to a collection agency after exhausting all steps in collecting.

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Category 2 – NSF Check Collection

Regular NSF Collections

Contractor will mail a validation of debt notice, on collection agency letterhead as provided by FDCPA (PL-95-109) upon receiving the account to the consumer debtor at the last known address. Agency may choose that debt notice be on their own letterhead.

Contractor will send Statutory Notice of Dishonor to consumer's last known address unless such notice has been sent by state agency. The majority of the state agencies will have sent the notice before referring the account to contractors.

The successful contractor will be responsible for handling all correspondence and telephone calls dealing with the account.

Contractor will make every effort to contact debtor using phone calls, letters, skip tracing techniques, etc., in order to collect the debt.

If current phone and address of debtor is not accurate, contractor will make every effort to find current address.

Legal NSF Collections

No legal action shall be commenced by the contractor on any State agency's accounts without written permission from the State agency.

All legal action will be taken in the name of the contractor, in accordance with RCW 19.16.270.

All legal work will be done by attorneys who have been designated a Special Assistant Attorney General by the Washington State Office of the Attorney General.

Ordering Services

In order to acquire collection services and/or NSF collection services, client agency, or other entities authorized to procure services off of the contract established as a result of this RFP, will contact the vendor via telephone/email/fax/mail, and establish an account with the chosen vendor by providing the necessary information to the vendor. The following minimum information should be submitted: name, address, and dollar amount owed. However, preferred amount of information would be as follows: name, address, phone, dollar amount owed, social security number, date of birth, clients account number and employer.

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3. NOTES:

- I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7), which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.

- II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- III. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <http://www.ga.wa.gov/servlet/PCACoopListSv>, and a list of the Oregon members is available at <http://tps.das.state.or.us/purchasing/cooperative/coop-menu.html> contractors shall not process state contract orders from unauthorized users.
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original IFB/RFP/RFQ, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).

HISTORY:

1. Please refer to the following link for history on the CCI:

<https://fortress.wa.gov/ga/inet/servlet/PCACContractHistorySv?contract=06204&title=DEBT%20COLLECTION%20SERVICES>

**PERFORMANCE REPORT FOR
PURCHASING & CONTRACT ADMINISTRATION**

To OSP Customers:

Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Office of State Procurement Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

Procurement services provided:	Excellent	Good	Acceptable	Unacceptable
➤ Timeliness of contract actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Professionalism and courtesy of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Services provided met customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Knowledge of procurement rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Responsiveness/problem resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Timely and effective communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Agency: _____	Prepared by: _____
Contract No.: <u>Document10</u>	Title: _____
Contract Title: _____	Date: _____
	Phone: _____

Send to:

**Purchasing Manager
Office of State Procurement
PO Box 41017
Olympia, Washington 98504-1017**

PERFORMANCE REPORT FOR CONTRACTOR PRODUCT/SERVICE

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract number and title: 06204 Debt Collection Services

Supplier's name: _____ Supplier's representative: _____

PRODUCT/SERVICE

- | | |
|---|--|
| <input type="checkbox"/> Contract item quality higher than required | <input type="checkbox"/> Damaged goods delivered |
| <input type="checkbox"/> Contract item quality lower than required. | <input type="checkbox"/> Item delivered does not meet P.O./contract specifications |
| <input type="checkbox"/> Other: | |

SUPPLIER/CONTRACTOR PERFORMANCE

- | | |
|---|---|
| <input type="checkbox"/> Late delivery | <input type="checkbox"/> Slow response to problems and problem resolution |
| <input type="checkbox"/> Incorrect invoice pricing. | <input type="checkbox"/> Superior performance |
| <input type="checkbox"/> Other: | |

CONTRACT PROVISIONS

- | | |
|--|---|
| <input type="checkbox"/> Terms and conditions inadequate | <input type="checkbox"/> Additional items or services are required. |
| <input type="checkbox"/> Specifications need to be revised | <input type="checkbox"/> Minimum order too high. |
| <input type="checkbox"/> Other: | |

Briefly describe situation: _____

Agency Name:		Delivery Location:	
Prepared By:	Phone Number:	Date:	Supervisor:
Address:	Email:		

Send To:

**NAME
STATE PROCUREMENT OFFICER
OFFICE OF STATE PROCUREMENT
PO BOX 41017
OLYMPIA WA 98504-1017**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-749, Adoption of the Stormwater Management Program (SWMP) 2011 Annual Update	Agenda Date: May 5, 2011		AB11-031
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney – Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson	X	
	Police – Jamey Kiblinger		
Cost Impact: As per budget			
Fund Source: Stormwater Utility			
Timeline: May, 2011			
	Court – Stephanie Metcalf		
	Comm. Dev. – Steve Pilcher		
Attachments: Resolution No. 11-749; Stormwater Management Program 2011 Annual Update			
SUMMARY STATEMENT: <p>The City updates the Stormwater Management Program annually to identify how the City will meet various stormwater permit requirements.</p> <p>The annual update is a requirement of the Western Washington Phase II Municipal Stormwater Permit from the State of Washington Department of Ecology.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed at their April 26, 2011 meeting and recommends approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-749, adopting the Stormwater Management Program (SWMP) 2011 Annual Update.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 5, 2011			

RESOLUTION NO. 11-749

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ADOPTING THE STORMWATER MANAGEMENT
PROGRAM (SWMP) 2011 ANNUAL UPDATE**

WHEREAS, staff for the City of Black Diamond prepared our Stormwater Management Program (SWMP) 2011 Annual Update; and

WHEREAS, the City is required to update the SWMP on an annual basis as required by the Western Washington Phase II Municipal Stormwater Permit issued by the State of Washington Department of Ecology; and

WHEREAS, the purpose of the SWMP is to detail actions that the City is currently taking and will take to maintain compliance with conditions in the permit, and to reduce the discharge of pollutants from the City's Municipal Separate Storm System to the maximum extent practicable; and

WHEREAS, the City Council held a public hearing on April 21st to take public comment on the SWMP;

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

Section 1. The City Council hereby adopts the Stormwater Management Program (SWMP) 2011 Annual Update.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

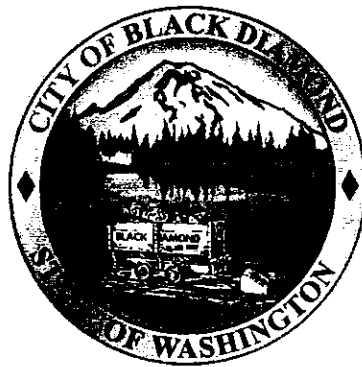
SUMMARY OF CHANGES TO THE SWMP 2011 ANNUAL UPDATE

The following change was made to the Stormwater Management Program (SWMP) 2011 Annual Update following the public hearing that was held April 28th.

Inserted item on page 15, final bullet point (only in italics for Committee meeting):

Install a wash rack at the City's maintenance site in order to prevent wash water from City equipment from flowing overland and into Lawson Creek.

CITY OF BLACK DIAMOND
STORMWATER MANAGEMENT PROGRAM
(SWMP)
2011 ANNUAL UPDATE



PREPARED BY
Public Works Department
CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
(360) 886-2560

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LIST OF ACRONYMS AND ABBREVIATIONS

AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
LID	Low Impact Development
O&M	Operations and Maintenance
SWMM	Stormwater Maintenance Manual
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Program
TMDL	Total Maximum Daily Load

THIS PLAN IS BASED ON THE REQUIREMENTS OUTLINED IN THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT. MUCH OF THE LANGUAGE INCLUDED IN THIS DOCUMENT DESCRIBING PERMIT REQUIREMENTS HAS BEEN TAKEN DIRECTLY FROM THIS PERMIT AND HAS BEEN SUMMARIZED FOR EASE OF THE READER.

FOR COMPLETE REQUIREMENTS AND DETAILS, PLEASE REFER TO SECTION S5.C OF THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT FROM THE DEPARTMENT OF ECOLOGY.

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

This document constitutes the City of Black Diamond's Stormwater Management Program (SWMP) as required under Condition S5 of the Western Washington Phase II Municipal Stormwater Permit (the Permit). In addition to the City's permit, this SWMP includes the Total Maximum Daily Load (TMDL) requirements on Lake Sawyer as published in the TMDL document 09-10-053.

The purpose of SWMP is to detail actions that the City of Black Diamond has taken and will take to maintain compliance with conditions in the permit. This SWMP will be an attachment to the *Annual Report Form for Cities, Towns, and Counties* which is required to be submitted to the Department of Ecology by March 31st each year.

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System to the maximum extent practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document.

The City now is active in 5 areas of permit activity including:

- Educating the public with a focus on homeowner activities
- Involving the public in stormwater management programming
- Building an Illicit Discharge Detection and Elimination Program
- Establishing a permitting, inspection program to enforce the Department of Ecology 2005 Stormwater Management Manual (SWMM) for Western Washington
- Reviewing all municipal operations and facilities and implementing new operation and maintenance practices to prevent and reduce stormwater pollutant runoff from municipal operations.

SECTION 2 –MONITORING AND REPORTING

2.1 PERMIT REQUIREMENTS AND DATES

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City stormwater system to the maximum extent practicable and to protect water quality. The monitoring and reporting requirement helps keep the city on track with BMPs to reduce the discharge of pollutants to stormwater.

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

- Submit the *Annual Report Form for Cities, Towns, and Counties* which is intended to summarize the City's compliance with the conditions of the Permit. The annual report shall be submitted by March 31 of each calendar year covering the previous calendar year.
- Prepare written documentation of the SWMP and update at least annually for submittal with the City's annual reports to the Department of Ecology.
- Include with the annual report, notification of any annexations, incorporations, or jurisdictional boundary changes resulting in an increase or decrease in the City's geographic area of permit coverage during the reporting period and the implications for the SWMP.
- Track the number of inspections, official enforcement actions and types of public education activities for inclusion in the City's annual reports to the Department of Ecology.
- Provide a description of any stormwater monitoring or studies conducted by the City during the reporting period for inclusion in the City's annual reports to the Department of Ecology.
- Track the estimated cost of development and implementation of the SWMP.

2.3 PLANNED ACTIVITIES

Actions recommended for continued Permit compliance include:

- Survey a random select group from Black Diamond on any changes in behavior related to education efforts.

- Collect base line water quality information in the natural drainage system as surface water drains into, through and out of Black Diamond.
- Coordinate, as necessary, with other entities covered under a municipal stormwater NPDES permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- Complete annual update to the City's SWMP.
- Summarize annual activities for the Annual Compliance Report.

SECTION 3 –PUBLIC EDUCATION AND OUTREACH

3.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education program to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts beginning in 2009.

3.2 CURRENT ACTIVITIES

The City currently has been educating the public in Black Diamond by direct mailing stormwater articles in the city newsletter, posting educational materials on the stormwater website, handing out materials at City sponsored events, and coordinating various stormwater classes and workshops to train City staff and elected officials. The first level of education has been educate the public on the need for a stormwater utility and why everyone in Black Diamond needs to assist with the effort to improve the stormwater quality in Black Diamond. The City also educates businesses, industries, landscapers and property managers; and engineers, contractors, developers, through direct contact within the permitting process.

3.3 PLANNED ACTIVITIES

The City has the following goals for 2011 for actions recommended for continued Permit compliance in public education and outreach:

- Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste
- Distribute illicit discharge information to target audiences
- Receive feedback from the public on illicit discharge education efforts
- Coordinate a short assembly to educate school children on the impacts of stormwater runoff on the environment and Best Management Practices (BMPs) that homeowners can implement to help protect the environment. Approach the local school district to set up regular educational outreach in the schools.
- Continue to track and maintain records of public education and outreach activities.
- Evaluate understanding of target behaviors.
- Summarize the 2010 public education activities in the Annual Compliance Report.

SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

4.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement beginning in 2008.

4.2 CURRENT ACTIVITIES

The current compliance activities associated with public involvement and participation include:

- The City has posted the SWMP document and Annual Compliance Report on the City website.
- The City has held various public meetings for the consideration of stormwater budget issues, stormwater grant opportunities, and consulting contracts for the development of a stormwater comprehensive plan.
- Publicized Pubic Works Committee meetings were held to discuss the Stormwater Comprehensive Plan.

4.3 PLANNED ACTIVITIES

The City shall offer the public opportunities to be involved in the decision making process on stormwater issues. Actions recommended for continued compliance include:

- Provide opportunities for public involvement in the review of the storm water comprehensive plan, the SWMP updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the public works committee level.
- Provide opportunities for the public involvement and comment in the consideration of the SWMP by holding a public hearing prior to adoption.
- Hold at least 2 readings of the SWMP prior to adoption.
- Make the SWMP, the Annual Report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP and the Annual Report, on the City's website.

SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

5.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop and implement an ongoing program to detect and remove illicit connections, discharges, and improper disposal, including spills, into the municipal separate storm sewers' owner or operated by the City. Specific program components are outlined below:

- Prioritize receiving waters for visual inspection by February 15, 2010.
- Conduct field assessments of three high priority water bodies by February 15, 2011.
- Conduct field assessments on at least one high priority water body annually henceforth by February 15, 2011.
- Develop a municipal storm sewer system map, to be available upon request, that shall be periodically updated and shall include the location of all known municipal separate storm sewer outfalls, receiving waters and structural stormwater BMPs owned, operated, or maintained by the City. Include tributary conveyances, associated drainage areas, and land use for all storm sewer outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The map shall include all connections to the municipal separate storm sewer authorized or allowed by the City, as well as geographic areas that do not discharge stormwater to surface waters by February 15, 2011.
- Develop and fully implement an ongoing program to detect and address non-stormwater discharges, spills, illicit connections and illegal dumping into the City's municipal separate storm sewer system. Include procedures for locating priority areas likely to have illicit discharges and field assessment activities, including visual inspection of priority outfalls, by August 19, 2011.
- Develop and implement procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the City by August 19, 2011.
- Develop and implement procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures by August 19, 2011.
- Develop and implement procedures for removing the source of the discharge, including notification of appropriate authorities; notification of the property owner; technical assistance for eliminating the discharge; follow-up inspections; and escalating enforcement actions if the discharge is not eliminated by August 19, 2011.

- Inform and distribute appropriate information to public employees, businesses, and the general public regarding the hazards associated with illegal discharges and improper disposal of waste by August 19, 2011.
- Develop and implement procedures for program evaluation and assessment inspections, including tracking the number and type of spills or illicit discharges identified; made by August 19, 2011.

5.2 CURRENT ACTIVITIES

The City currently implements activities and programs that meet some of the Permit requirements. The current compliance activities associated with the above Permit requirements include:

- Through Ordinance 09-917, city staff now has the ability to intervene and stop illicit discharges and get involved to educate those that pollute unknowingly and follow up with additional enforcement actions if compliance is not afforded.
- Four staff, including three public works staff and a policeman, have been trained on Illicit discharge awareness and IDDE response and enforcement. Additionally one of the local fire district officers has also attended training.
- Responding to reported illicit discharge reports and documenting the actions taken to eliminate them.
- Prioritize and conduct field assessments of high priority water bodies.

5.3 PLANNED ACTIVITIES

The City plans to:

- Continue following up on hotline illicit discharge tips.
- Continue refining the stormwater system maps.
- Continue keeping responsible city staff trained to recognize and detect illicit discharges and to follow up with enforcement actions.
- Develop and implement stormwater outfall illicit discharge screening program.
- Select and implement IDDE issue tracking/resolution system.
- Revise current IDDE response process into a standard, City wide IDDE response and enforcement process.
- Identify areas of the City that have higher probability of illicit discharges or connections to the stormwater system.
- Develop a program for detecting, tracing to the source and removing the source of an illicit discharge, and to provide training for such a program.

SECTION 6 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

6.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, implement, and enforce a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites that disturb a land area 1 acre or greater, including projects less than one acre that are part of a larger common plan of the development or sale. The program shall apply to private and public development, including roads.
- The City of Black Diamond has adopted the Department of Ecology 2005 SWMM to address runoff from new development, redevelopment, and construction site projects in conformance with Permit requirements. The City has retained existing local requirements to apply stormwater controls at smaller sites, or at lower thresholds. The DOE 2005 Manual includes:
 1. An enforceable mechanism that includes a site planning process and BMP selection and design criteria in conformance with Permit requirements.
 2. A BMP selection, design criteria and requirements that will protect water quality, reduce the discharge of pollutants to the maximum extent practicable, and satisfy State AKART requirements.
 3. The legal authority, through the approval process for new development, to inspect private stormwater facilities that discharge to the City's stormwater system.
 4. Allows non-structural preventive actions and source reduction approaches such as Low Impact Development (LID) techniques, measures to minimize the creation of impervious surfaces and measures to minimize the disturbance of native soils and vegetation.

The City has the primary enforcing ordinances in place for the implementation of a program to manage the proper handling of stormwater for development and redevelopment. Some permit processing needs to be reviewed and appropriate fees set. The City program will include:

- Inspect all new flow control and water quality treatment facilities, including catch basins, for new residential developments that are a part of a larger common plan of development or sale, every 6 months during the period of

heaviest house construction (i.e., 1 to 2 years following subdivision approval) to identify maintenance needs and enforce compliance with maintenance standards, as needed.

- Implement a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, other enforcement records, maintenance inspections and maintenance activities.
- Provide copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment.

6.2 CURRENT ACTIVITIES

The City code currently implements the majority of the activities and programs to meet Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City review and inspection staff is coming up to speed on the full implementation of the Department of Ecology 2005 SWMM.
- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City inspects existing private storm water quality and detention ponds.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects. This program applies to all sites that disturb a land area 1 acre or greater, including projects less than one acre that are part of a larger common plan of the development or sale.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City implements an enforcement strategy to respond to issues of non-compliance.
- The City implements a long-term operation and maintenance (O&M) program for private post-construction stormwater facilities and BMPs.

- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City has established maintenance standards that are as protective as those specified in the 2005 SWMM for Western Washington.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. For each violation of the required timeframe, the City documents the circumstances and how they were beyond their control.
- The City performs maintenance on private ponds and BMPs when parties responsible for maintenance do not comply with maintenance requirements. City regulations allow the City to bill responsible parties for these costs.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has a Certified Erosion and Sediment Control Lead (CESCL) on staff.

6.3 PLANNED ACTIVITIES

The City has a program to help reduce stormwater runoff from new development and construction sites but has a goal to increase training and hire staff with expertise in the implementation of the DOE 2005 SWMM in order to maintain compliance as Permit requirements are phased in over the next several years. Actions that are recommended for continued compliance include:

- Review procedures for tracking and documenting Permit-related plan review, inspection, enforcement, and compliance activities and update as needed.
- Update and implementing process codes, fees and standards as necessary and as identified needs arise.
- Make copies of the Department of Ecology's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" available to representatives of proposed new development and redevelopment.
- Determine staff training needs and develop training strategies.
- Summarize annual activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the Annual Compliance Report.

SECTION 7 – POLLUTION PREVENTION AND OPERATION AND MAINTENANCE FOR MUNICIPAL OPERATIONS

7.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.5 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop and implement an operations and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Specific program components and due dates are outlined below.

- Inspect at least once, and clean if necessary, all catch basins and inlets owned or operated by the City; February 15, 2012 [note: inspections and cleaning of all City catch basins and inlets occurred in August, 2010; inspections and cleaning will continue, as necessary].

7.2 CURRENT ACTIVITIES

The City currently has activities and programs that meet some of the Permit requirements. The current compliance activities associated with the above Permit requirements include:

- The City has a program for catch basin inspections.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and continues to adapt the inspection criteria as identified in the DOE 2005 SWMM.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering stormwater systems from City facilities or operations.
- The City's maintenance standards are as protective of facility function as those specified in the 2005 SWMM for Western Washington.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities, other than catch basins, and maintains facilities according to the adopted maintenance standards.
- After major storm events, the City conducts spot checks of potentially damaged stormwater facilities (other than catch basins).

- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities.
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- Stormwater Pollution Prevention Plans (SWPPP) are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit.

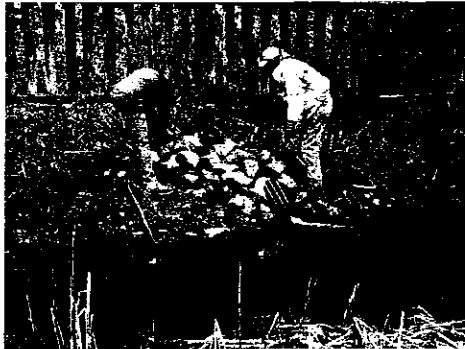
7.3 PLANNED ACTIVITIES

The City has a program to limit stormwater pollution potential related to its municipal operations and maintenance program, but has a goal to expand current efforts in order to maintain compliance as Permit requirements are phased in over the 2010 year.

Actions that are recommended for continued compliance include:

- Continue to inspect and maintain City-owned or operated stormwater catch-basins and flow control and treatment facilities.
- Continue training programs for staff whose work could impact stormwater quality.
- Continue to update tracking and documentation methods and procedures associated with inspection, maintenance or repair activities, as necessary.
- Summarize annual activities for the "Pollution Prevention and Operation and Maintenance for Municipal Operations" component of the Annual Compliance Report.
- Install a wash rack at the City's maintenance site in order to prevent wash water from City equipment from flowing overland and into Lawson Creek.

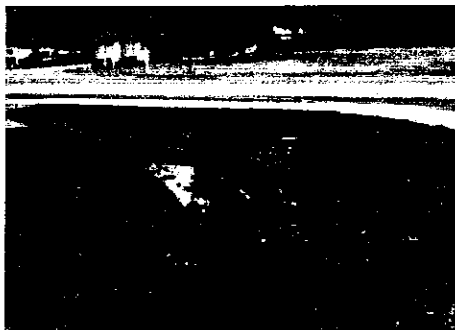
APPENDIX A SOME OF THE MAJOR STORMWATER ACCOMPLISHMENTS IN 2010



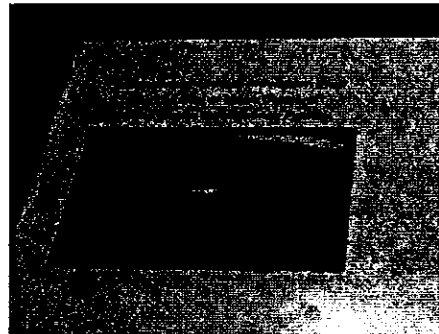
Storm Pond Inspection and Maintenance



Catch Basin Inspection and Cleaning



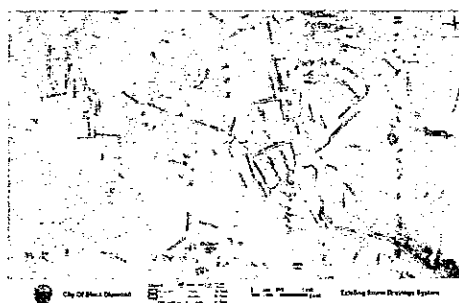
Rain Garden



Stormwater Pollution Prevention Plan (SWPPP)



Outfall and Receiving Water Survey



Storm System Inventory and Mapping

APPENDIX A

Storm Pond Maintenance

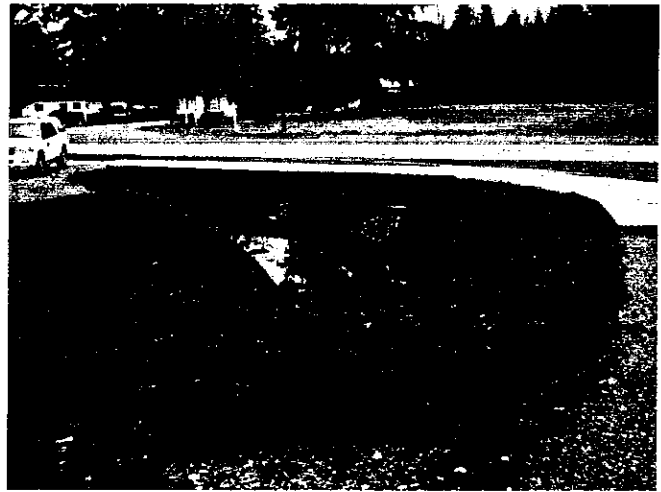
The City owns and maintains several storm ponds throughout the City. Over the late summer of 2010, City maintenance staff inspected the storm ponds and then performed maintenance and cleanup work, as necessary. The work performed included: scooping silt out of the ponds, cleaning inlets, spreading quarry rock to improve filtration and armoring of spillways, removing poisonous vegetation and noxious weeds, and maintenance of bio-filtration swales leading in to ponds. This work fulfills requirements set in a permit the City has received from the Department of Ecology for stormwater discharge.



APPENDIX A

Rain Garden

As part of the Morgan Street Sidewalk, Phase II project, the City installed a rain garden at the intersection of Roberts Drive and Morgan Street in November of 2010. The goal of the rain garden is to remove one of the City's untreated stormwater outfalls that had been discharging directly to a wetland. After a few months of monitoring the effectiveness of the rain garden, the City is very pleased how the rain garden has been holding stormwater runoff and filtering it through the underlying soil import. The effect of this rain garden will be cleaner water for wetlands and downstream bodies of water, which will promote a better environment for plants and animals in the City and surrounding area.



APPENDIX A

Outfall and Receiving Water Survey

Public Works staff inspected all of the large stormwater discharges during the dry season to check for Illicit Discharge into the City stormwater system. Outfalls are locations where stormwater discharges to the natural environment. Twelve outfalls were targeted as high priority and were inspected by City staff. In his inspection, he took pictures of the outfalls, monitored flows in dry weather, and observed the condition of the outfall and surrounding area. We were pleased to find that there were no illicit discharges notable during this review and assessment. Staff was encouraged to find that we do not have any ongoing, large, illicit discharge into our core storm systems. This is not to say that there might be smaller, intermittent, short term illicit discharges that will be harder to track. But the good news is that there were no noticeable effects of illicit discharges to the streams or discharge areas.

Along with inspecting outfalls, staff also surveyed the conditions of Ginder Creek and Lawson Creek, where access was available. For the most part, Ginder Creek and Lawson Creek look to be healthy water bodies. At one location on Ginder Creek, there was evidence of 4 wheelers running through the adjoining wetland which was causing some orange iron bacteria to enter Ginder Creek. Flyers educating the public were distributed to the surrounding neighborhood.



APPENDIX A

Catch Basin Cleaning

Within the City, 526 catch basins were inspected and cleaned over the summer of 2010. Catch basins provide drain points for road runoff to enter the stormwater collection system and provide sump basin for sediment to settle out in the basin rather than be carried further downstream. The routine inspections and maintenance of the City's catch basins provides the **benefit of**:

1. Increased system capacity reducing nuisance flooding.
2. Reducing the discharge of sediment into streams and wetlands.
3. Reducing the discharge of pollutants into streams and wetland
4. Locate structural problems or tracking of illegal discharges.

The catch basin cleaning was completed well under budget which will allow the City to provide additional storm water services in 2011 including increased street sweeping.

Our maintenance staff will continue to monitor the City's catch basins to determine if and when cleaning and/or other maintenance will need to occur.



City workers inspect a catch basin that discharges into a storm pond

APPENDIX A

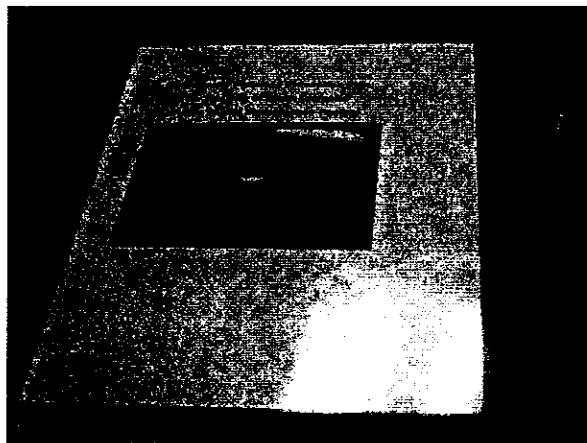
Stormwater Pollution Prevention Plan (SWPPP)

The City created a Stormwater Pollution Prevention Plan (SWPPP) in order to ensure that City facilities are not having a negative impact on City and downstream waterways. The SWPPP implements Best Management Practices to prevent and control contaminated stormwater from City operations from entering surface or ground waters.

Staff reviewed facilities operations and equipment that had the potential of contributing pollutants to the stormwater system and prepared the SWPPP. The plan addresses Source Control, Waste Management, Vehicle and Equipment Washing, Transfer of Solids and Liquids, Painting and Sanding, Vehicle and Equipment Storage, Material Storage, Equipment Repair, Dust and Erosion Control and Landscape Maintenance and a spill response plan.



Stormwater Pollution Prevention can be as simple as quickly cleaning up spilled liquid, keeping oil drums under cover on a concrete surface, or placing a drip pan under a machine when a leak is detected.

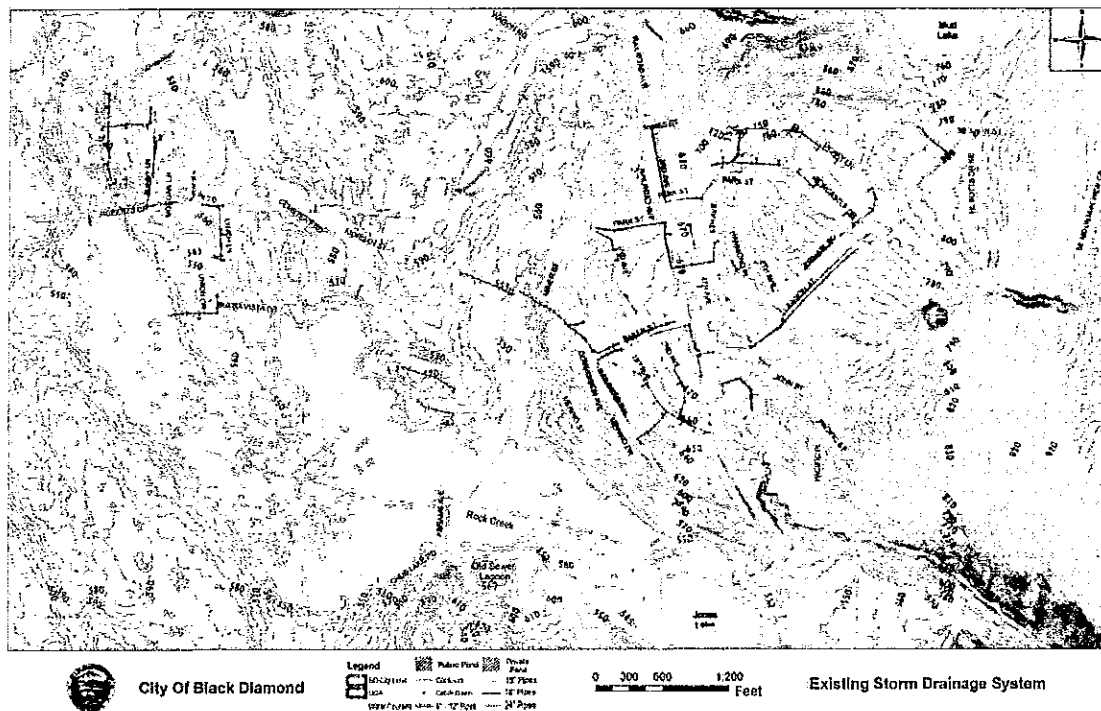


APPENDIX A

Storm System Inventory and Mapping

The ability to maintain the stormwater system depends on knowing where everything is. Since tracking a stormwater system cannot just be limited to a series of pipes and catch basins, City staff has worked with PacWest Engineering to prepare the City's first comprehensive stormwater maps. The City now has a complete inventory and location of all pipes and catch basins, discharge points, storm ponds, oil water separators, and flow paths. This mapping information helps the city staff with maintenance scheduling, project planning, and tracking Illicit Discharges.

In 2011 the City plans to add the stormwater mapping to the City GIS system.



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 11-750, acceptance of the Morgan Street Sidewalk Project	Agenda Date: May 5, 2011		AB11-032
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –Chris Bacha		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
Cost Impact: None	Court – Stephanie Metcalf		
Fund Source: CIP	Comm. Dev. – Steve Pilcher		
Timeline: 45 days to clear any claims			
Attachments: Resolution No. 11-750, Notice of Completions (L&I- DOR), Budget Summary			
SUMMARY STATEMENT: <p>This is a formal action required by the Council that starts a 45 day waiting period to where an outside vendor, supplier or laborer would have an opportunity to file a claim against this project pursuant to RCW 60.28.011 (2). After 45 days the retainage being held by the City can be released once the City has received the following documents:</p> <ul style="list-style-type: none"> • An affidavit of no liens • A release from the Department of Revenue that all taxes have been paid • A release from any claims from the Department of Labor and Industries, pursuant to RCW 60.28.051 <p>Currently the project is expected to come in on budget. The final costs will be known at project closeout.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed at their April 26, 2011 meeting and recommends approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 11-750, accepting the Morgan Street Sidewalk Project by Scotty's General Construction according to the contract documents.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
May 5, 2011			

RESOLUTION NO. 11-750

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE MORGAN
STREET SIDEWALK PROJECT**

WHEREAS, the City awarded the Morgan Street Sidewalk Project to Scotty's General Construction on July 15, 2010; and

WHEREAS, Scotty's General Construction has completed the Morgan Street Sidewalk Project according to the contract;

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

Section 1. The City hereby accepts the Morgan Street Sidewalk Project as complete and as set forth in that contract with Scotty's General Construction.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



Request for Contract Release

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Do not pay retained funds until you have Department of Labor and Industries approval

Contractor's Tax Registration No. (UBI No.) 600600398

Date:

From:

Name & Address of Public Agency	Department Use Only
City of Black Diamond PO Box 599 24301 Roberts Drive Black Diamond, WA. 98010	Assigned To: Date Assigned: <i>[Signature]</i>

Notice is hereby given relative to the completion of contract or project described below

Project Name/Description of Project: Morgan Street Sidewalk, Phase II	Contract Number:
	Contract Amount: 395,467.69
	Retained Amount: 19,773.38

Contractor's Name: Scottys General Construction, Inc.		Telephone Number: (253) 631-3477	
Contractor's Address: 20405 SE 344 th Street, Auburn, WA 98092			
Date Contract Awarded: July 15, 2010	Date Work Commenced: September 7, 2010	Date Work Completed: April 12, 2011	Date Work Accepted: May 5, 2011
Surety or Bonding Company: International Fidelity Insurance Company			
Agent's Address: 1055 W. Maple Street, Suite 102, Issaquah, WA 98027			

Please list Subcontractors below: *Continue Subcontractors list on other side.*

Subcontractor's Name	UBI Number:
Lakeside Industries	601106847
WCCI (Wilson Concrete Construction, Inc.)	602168956
Ground Up Road Construction, Inc.	602790246
Apply-a-Line, Inc.	600553941

Disbursing Officer		Comments:
Contact Name:	Seth Boettcher	
Phone Number:	360-886-2560	
Email Address:	Sboettcher@ci.blackdiamond.wa.us	

The Disbursing Officer must complete and submit this notice to the Department of Labor and Industries immediately after acceptance of the work done under this contract. Mail this notice to Department of Labor and Industries, Contract Release, PO Box 44274, Olympia, WA 98504-4274, or fax to (360) 902-6897 or e-mail to ContractRelease@lni.wa.gov. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of the Department's certificate of release, and then only in accordance with the certificate.

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

From:

Name & Address of Public Agency
City of Black Diamond PO Box 599 24301 Roberts Drive Black Diamond, WA 98010

Department Use Only
Assigned To _____
Date Assigned _____

Notice is hereby given relative to the completion of contract or project described below

Description of Contract Morgan Street Sidewalk, Phase II Project		Contract Number
Contractor's Name Scottys General Construction, Inc.		Telephone Number (253) 631-3477
Contractor's Address 20405 SE 344 th Street, Auburn, WA 98092		
Date Work Commenced 9/7/10	Date Work Completed 4/12/11	Date Work Accepted 5/5/11
Surety or Bonding Company International Fidelity Insurance Company		
Agent's Address 1055 W. Maple St., Suite 102, Issaquah, WA 98027		

Contract Amount	\$	366,183.35			
Additions	\$ +	29,284.34		Liquidated Damages	\$ 0.00
Reductions	\$ -	0.00			
Sub-Total	\$	395,467.69		Amount Disbursed	\$ 375,694.31
Amount of Sales Tax Paid at <u>0.0 %</u> <i>(If various rates apply, please send a breakdown.)</i>	\$	0.00		Amount Retained	\$ 19,773.38
TOTAL	\$	395,467.69		TOTAL	\$ 395,467.69

Disbursing Officer

Comments: Road improvements, tax was included in the unit prices bid.

Contact Name	Seth Boettcher
Phone Number	360-886-2560
E-mail Address	Sboettcher@ci.blackdiamond.wa.us

The Disbursing Officer must complete and mail **THREE** copies of this notice to the Department of Revenue, PO Box 47474, Olympia, WA 98504-7474, immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of Department's certificate, and then only in accordance with said certificate.

For tax assistance visit <http://dor.wa.gov> or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

For assistance contact Contract Release at (360) 902-5360.

Please list Subcontractors below:

[illegible]

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MORGAN STREET SIDEWALK PROJECT CONSTRUCTION SUMMARY

13 Bids were received with the lowest bid coming from Scotty's General Construction for the amount of \$366,183.35. The project was awarded to Scotty's General Construction via Resolution 10-699, dated July 15, 2010. Notice to Proceed was issued for September 7, 2010. Substantial Completion for the project occurred November 23, 2010. Due to weather, physical completion did not occur until April 12, 2011, with the final punchlist being approved by Dan Dal Santo on April 15, 2011.

Construction Costs Summary:

Bid Amount:	\$366,183.35
Est. Change Order Amount:	<u>\$ 36,000.00</u>
TOTAL:	\$402,183.35

Original Bid Items Total:	\$366,234.10 (\$50.75 over)
Total Change Orders (5):	<u>\$ 29,233.59</u> (\$6,766.41 under)
TOTAL:	\$395,467.69 (\$6,715.66 under)