



**CITY OF BLACK DIAMOND**  
**January 5, 2012 REVISED 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: None**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

- |  |              |
|--|--------------|
| 1.) <b>AB12-001</b> – Appointment of Mayor Pro Tempore                           | Mayor Olness |
| 2.) <b>AB12-002</b> – Confirmation of Council Standing Committee Appointments    | Mayor Olness |
| 3.) <b>AB12-003</b> – Confirmation of Mayor's Appointment to Planning Commission | Mayor Olness |
| 4.) <b>AB12-004</b> – Appointment of CFD Board of Supervisor Members             | Mayor Olness |

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

- |   |             |
|---|-------------|
| 5.) <b>AB12-005</b> – Resolution Authorizing Waste Reduction and Recycling Grant Agreement          | Mr. Nix     |
| 6.) <b>AB12-006</b> – Resolution Authorizing Memorandum of Understanding with Olympic Environmental | Mr. Nix     |
| 7.) <b>AB12-007</b> – Resolution Authorizing Contract with Parametrix for On-Call Surveying         | Mr. Pilcher |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 8.) **Claim Checks** – January 5, 2012 No. 37746 through No. 37759, No. 37761 through No. 37792 (voided No. 37760) in the amount of \$90,782.57
- 9.) **Minutes** – Council Meeting of December 15, 2011 and Special Meeting of December 27, 2011

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Appointment of Mayor Pro Tempore</b>	<b>Agenda Date: January 5, 2012</b> <span style="float: right;"><b>AB12-001</b></span>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact:	Economic Devel. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	
Timeline:	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	
<b>Attachments:</b>		
<b>SUMMARY STATEMENT:</b>  Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to appoint Councilmember ? as Mayor Pro Tempore.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 5, 2012		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION								
<b>SUBJECT:</b>	<b>Agenda Date: January 5, 2012</b>	<b>AB12-002</b>						
<b>Confirmation of Council Standing Committee Appointments</b>	Department/Committee/Individual							
	Mayor Rebecca Olness	<b>X</b>						
	City Administrator –							
	City Attorney –Chris Bacha							
	City Clerk – Brenda L. Martinez							
	Finance – May Miller							
	Public Works – Seth Boettcher							
	Economic Devel. – Andy Williamson							
Cost Impact:	Police – Jamey Kiblinger							
Fund Source:	Court – Stephanie Metcalf							
Timeline:	Comm. Dev. – Steve Pilcher							
<b>Attachments:</b>								
<p><b>SUMMARY STATEMENT:</b></p> <p>Annually at the first meeting in January, the City Council shall vote on whether to confirm the Mayor’s appointments to the Council Standing Committees. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Councilmembers, with one (1) Councilmember serves as the Chair. Committee appointments are for one-year terms.</p> <p>Below is a list of the Mayor’s recommended committees members:</p> <table border="0"> <tr> <td> <b>Budget and Finance Committee</b>  Councilmembers: Chair, Joe May ; Craig Goodwin </td> <td> <b>Cemetery and Parks Committee</b>  Councilmembers: Chair, Tamie Deady; Joe May </td> </tr> <tr> <td> <b>Planning and Community Service Committee</b>  Councilmembers: Chair, Craig Goodwin; William Saas </td> <td> <b>Public Works Committee</b>  Councilmembers: Chair, William Saas; Ron Taylor </td> </tr> <tr> <td colspan="2"> <b>Public Safety Committee</b>  Councilmembers: Chair, Ron Taylor; Tamie Deady </td> </tr> </table>			<b>Budget and Finance Committee</b> Councilmembers: Chair, Joe May ; Craig Goodwin	<b>Cemetery and Parks Committee</b> Councilmembers: Chair, Tamie Deady; Joe May	<b>Planning and Community Service Committee</b> Councilmembers: Chair, Craig Goodwin; William Saas	<b>Public Works Committee</b> Councilmembers: Chair, William Saas; Ron Taylor	<b>Public Safety Committee</b> Councilmembers: Chair, Ron Taylor; Tamie Deady	
<b>Budget and Finance Committee</b> Councilmembers: Chair, Joe May ; Craig Goodwin	<b>Cemetery and Parks Committee</b> Councilmembers: Chair, Tamie Deady; Joe May							
<b>Planning and Community Service Committee</b> Councilmembers: Chair, Craig Goodwin; William Saas	<b>Public Works Committee</b> Councilmembers: Chair, William Saas; Ron Taylor							
<b>Public Safety Committee</b> Councilmembers: Chair, Ron Taylor; Tamie Deady								
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>								
<b>RECOMMENDED ACTION: MOTION to confirm the 2012 appointments to the Council’s Standing Committees.</b>								
<b>RECORD OF COUNCIL ACTION</b>								
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>						
January 5, 2012								

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Confirmation of the Mayor's Appointment to the Planning Commission</b>	<b>Agenda Date: January 5, 2012</b>	
	<b>AB12-003</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	<b>X</b>
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact:	Economic Devel. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	
Timeline:	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	
<b>Attachments:</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>In December of 2011 staff advertised for an upcoming vacancy on the Planning Commission due to Commissioner Taylor being elected to the Black Diamond City Council. Eight applications were received and reviewed by the Mayor and Associate Planner, Stacey Welsh. Interviews were conducted and the Mayor is seeking Council confirmation of her appointment of Kyle Danielson to the City of Black Diamond's Planning Commission for the unexpired term of Position #3. Term expires on December 31, 2016.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Kyle Danielson to Position #3 of the City of Black Diamond's Planning Commission.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 5, 2012		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: January 5, 2012</b>	<b>AB12-004</b>
<b>Appointment of Community Facilities District Board of Supervisor Members</b>	Department/Committee/Individual	
	Mayor Rebecca Olness	<b>X</b>
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact:	Police – Jamey Kiblinger	
Fund Source:	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Steve Pilcher	
<b>Attachments: RCW 36.145.080; Petition Nominees for Board of Supervisors</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>With Council authorizing the formation of Community Facilities District (CFD) No. 2011-1 at their December 27, 2011 special meeting the next step is creation of the five (5) member Board of Supervisors for the CFD. The statute provides that the board members must be appointed within sixty (60) days of the formation of the district. Each of the five members must natural persons and shall be appointed by the City Council. Three (3) of the members shall be appointed from among the members of the City Council and two (2) of the members shall be appointed from among the petitioner members or nominees identified in the petition; nominees identified in the petition are Alan Boecker, General Manager of YarrowBay Holdings, LLC and Alan D. Fure, PE, Senior Vice President, Triad Associates.</p> <p>The statute also provides that the City may, in the alternative, appoint qualified professionals with expertise in “municipal finance” in lieu of one or more authorized appointments from among the members of the City Council. However, the statute appears to require that at least one City Councilmember remain on the Board.</p> <p>The terms of each supervisor is three (3) years, and until a successor is appointed. Initial terms are limited to one (1) and two (2) year appointments respectively. For example, two councilmembers and one petitioner member will have a one-year initial term and one councilmember and one petitioner will have a two-year initial term.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to appoint (insert names and term lengths here) to the CFD No. 2011-1 Board of Supervisors.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 5, 2012		

**RCW 36.145.080****Board of supervisors -- Members -- Vacancies.**

(1) A community facilities district must be governed by a board of supervisors possessing the powers set forth under RCW 36.145.090. The board of supervisors must be appointed by each applicable legislative authority within sixty days of the formation of the district. Except as expressly provided under this section, each applicable legislative authority is authorized to appoint members to the board of supervisors only from among the members of its own governing body. Each applicable legislative authority must appoint the petitioner members or nominees required under subsection (2) or (3) of this section. The term of office of each supervisor is three years and until a successor is appointed, except that the supervisors first appointed serve for one and two years respectively from the date of their appointments, as designated in their appointments.

(2) Except as provided in subsection (3) of this section, if the proposed district is located entirely within a single jurisdiction, then the board of supervisors consists of: (a) Three members of the legislative authority of the jurisdiction; and (b) two members appointed from among the list of eligible supervisors included in the petition as provided in RCW 36.145.020(1)(h). All members of the board of supervisors must be natural persons.

(3) If all or a portion of the proposed district is located within unincorporated land that is entirely surrounded by an incorporated city or town, then the board of supervisors consists of: (a) Two members appointed from the county legislative authority; (b) two members appointed from the legislative authority of the city or town that is the additional legislative authority under RCW 36.145.010(4); and (c) one member appointed from the list of eligible petitioners included in the petition as provided in RCW 36.145.020(1)(h), depending on the number of additional members that are required to result in an overall odd number of supervisors.

(4) If the county, city, or town is the exclusive legislative authority pursuant to RCW 36.145.010, then the board of supervisors consists of: (a) Three members appointed from such county, city, or town; and (b) two members from the list of eligible petitioners or nominees included in the petition, as provided in RCW 36.145.020(1)(h), to result in an overall odd number of supervisors.

(5) The legislative authorities may appoint qualified professionals with expertise in municipal finance in lieu of one or more appointments authorized in this section. A jurisdiction's appointments to the board of supervisors may consist of a combination of qualified professionals authorized under this section and one or more members from the applicable legislative authority. Nothing contained in this section authorizes a legislative authority to exceed the maximum number of appointments set forth under subsection (2) or (3) of this section.

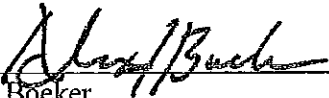
(6) A vacancy on the board must be filled by the legislative authority authorized to make the appointment to the applicable supervisor position under this section. Vacancies must be filled by a person in the same position vacating the board, which for initial petitioner members or nominees includes successor owners of property located within the boundaries of an approved district. If the approved district was originally located entirely on unincorporated land and the unincorporated land has been annexed into a city or town, then, as of the effective date of annexation, the city or town is deemed the exclusive legislative authority for the purposes of this chapter and the composition of the board must be structured accordingly, as provided in this section. Supervisors must serve without compensation, but they are entitled to expenses, including traveling expenses, necessarily incurred in discharge of their duties. The board must designate a chair from time to time.

[2010 c 7 § 301.]

ATTACHMENT 4

NOMINEES FOR BOARD OF SUPERVISORS

I, Alan Boeker, hereby acknowledge that Property Owner, BD Village Partners, LP, has nominated me to serve as a supervisor on Black Diamond CFD No. 2011-1's Board of Supervisors and hereby consent to serve on such board if I am appointed by the City of Black Diamond.

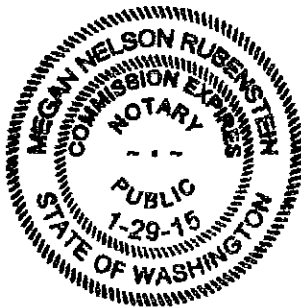
  
Alan Boeker  
General Manager of YarrowBay Holdings LLC

10.18.11  
Date

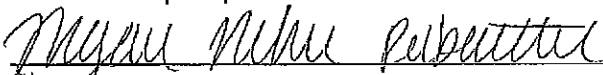
NOTARIAL CERTIFICATE

State of Washington  
County of King

I certify that I know or have satisfactory evidence that **Alan Boeker** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



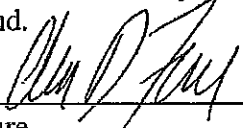
Dated: 10/18/2011

  
Signature

Notary, Megan Nelson Rubenstein  
Title

My appointment expires: 1-29-15

I, Alan D. Fure, PE, hereby acknowledge that Property Owner, BD Village Partners, LP, has nominated me to serve as a supervisor on Black Diamond CFD No. 2011-1's Board of Supervisors and hereby consent to serve on such board if I am appointed by the City of Black Diamond.

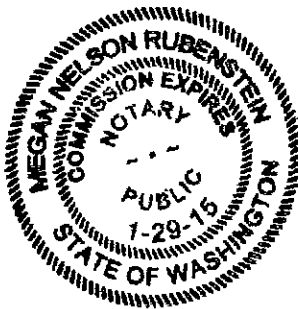
  
Alan Fure  
Senior Vice Present, Triad Associates

October 17, 2011  
Date

### NOTARIAL CERTIFICATE

State of Washington  
County of King

I certify that I know or have satisfactory evidence that **Alan D. Fure** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 10/17/11

Megan Nelson Rubenstein  
Signature

Notary, Megan Nelson Rubenstein  
Title

My appointment expires: 1-29-15



**Alan Boeker**

*General Manager of Yarrow Bay Holdings LLC*

Alan Boeker has a passion for and a wealth of experience in creating successful communities and building homes with great consumer appeal.

As founding president of the Los Angeles division of Standard Pacific Homes (NYSE: SPF), a national, publicly traded development and building company, Boeker led initiatives to meet the growing need for high-density, urban in-fill housing. Projects of note include five vertically integrated, mixed-use buildings in Playa Vista; urban redevelopment projects in Pasadena; and the Redwood Lofts in Los Angeles. Boeker grew the division from a staff of three to more than 85 employees with deliveries of more than 400 units per year and revenues exceeding \$250 million annually.

Prior to his tenure at Standard Pacific Homes, Boeker was the director of residential land development at Playa Capital Company, the master developer for Playa Vista, a 6,500-unit urban master plan. Boeker oversaw the publication of community design guidelines for all commercial and residential components, developed comprehensive sustainable design programs, and directed the design of eight, first-phase projects and subsequent delivery of finished lots to builders. Other aspects of the plan included rental housing, community buildings, retail, extensive public gathering areas, and a fire station. In the earlier stages of his career, Boeker served as senior project manager for New Urban West, Inc. In a partnership with Chevron Land and Development, he led company efforts in entitlement and development of a new 3,500-unit master plan in Huntington Beach, California. His management responsibilities included the characterization, clean-up and closure documentation of heavy hydrocarbon contamination on many parcels. Additionally, he recruited, hired and mentored project managers who each were responsible for three to five neighborhood developments. In 2007 Boeker became President of Port Blakely Communities where he was responsible for crafting a reorganization strategy to reposition retail holdings at Issaquah Highlands and seek other opportunities across the Puget Sound. His role included interfacing with civic groups and local government, as well as providing counsel to the senior management team and to company Board of Directors.

Boeker holds a bachelor's degree in finance from the University of Nevada and a master's degree of business administration in real estate from National University in San Diego. Active in the community, he served for many years on the Westside Urban Forum in Los Angeles. In addition, he is a member of the Urban Land Institute. Outside of work, Boeker and his family enjoy recreational boating on the Puget Sound.

## Alan D. Fure, PE

**ALAN D. FURE, PE, SENIOR VICE PRESIDENT**, has 34 years of civil engineering design, project management and entitlement process experience throughout the Puget Sound region. With a portfolio of over 200 projects, Mr. Fure's areas of expertise include master planning, feasibility analysis, team formation and management, consultant team leadership, storm drainage analysis, grading design, erosion control design, utility design, street design, construction management and collaborative design. Currently serving as Principal in Charge for several master planned communities, Mr. Fure is a trusted advisor for his clients and is highly regarded by co-consultants and local agencies.



### EDUCATION

B.S. Civil Engineering, University of Washington, 1977

### CERTIFICATIONS AND AFFILIATIONS

Registered Civil Engineer: WA, OR, CO

Member: American Society of Civil Engineers

### EMPLOYMENT HISTORY

- University of Washington: Harris Hydraulics Laboratory, Laboratory Assistant, Summer 1976
- Triad Associates: Project Engineer to Principal in Charge and Senior Vice President, December 1976 to present

### RECENT PROJECT EXPERIENCE

#### Lawson Hills and Villages Master Planned Developments

Yarrow Bay Holdings is currently processing the development approvals within the City of Black Diamond for two MPDs that constitute close to 2,000 acres of property and propose a total unit count of roughly 6,000 residential units and 1,200,000 square feet of commercial development. Mr. Fure has been responsible for leading the civil engineering team as it works through the feasibility and environmental analysis phase of the project. His team recently completed an MPD application, currently under review in the City. Some of the design items of note include:



- Storm drainage facility analysis and design, including many low impact development features
- Water system design, including reservoir, pump station and transmission main planning, design and design coordination
- Sanitary sewer design, including pump station and trunkline planning, design and design coordination
- Roadway improvement design, including roundabouts, traffic signals and roadway extensions

#### Harbor Hill Mixed Use Community

Harbor Hill is a Master Planned Community in Gig Harbor, Washington. The project includes retail and commercial office development and a residential component consisting of approximately 800 units of varying housing types. As Senior Project Manager, Mr. Fure has orchestrated the envisioning process preceding the development of the master residential plan. Subsequently, he led the design team as it prepared a Planned Residential Development Application on the property. Included in this work is the coordinated drainage system design and the master utility planning. Offsite improvements include one mile of frontage roadway improvements: a roundabout, additional road connections and offsite sewer and water extensions.

#### Arborwood

Located in Kitsap County, Washington, Arborwood is a mixed-use project consisting of 751 residential units and 20,000 square feet of commercial space. As Principal in Charge, Mr. Fure led a team towards the goal of Preliminary Plat approval, realized in 2009. The master plan, including storm drainage and preliminary utilities, was developed with consideration for native open space areas.

**TRIAD**  
ASSOCIATES

## Talus Master Planned Community

Talus is a large master planned community perched on the easterly slopes of Cougar Mountain located in Issaquah, Washington. The site is steeply sloped and tightly constrained with numerous wetlands and stream corridors. The community contains 1,700 residential units, 500,000 square feet of office space and 25,000 square feet of retail commercial. Mr. Fure served as Senior Project Manager for Triad and assisted his client, Intracorp, with the management of the extensive consultant team. His 14-year involvement spans the planning, environmental, development agreement, design and construction processes. The following infrastructure elements were envisioned, planned and executed under his direction:



- Multiple detention facilities
- Water quality facilities to meet the Lake Sammamish lake management plan
- Over a mile of state highway improvements
- Over two miles of sanitary sewer trunkline
- Multiple water system facilities including a large water pump station and two water reservoirs
- Wetland mitigation and enhancement facilities
- Offsite stream restoration
- Over a mile of onsite roadway

In addition, Mr. Fure managed and directed the planning and engineering efforts for ten of the parcel development projects that followed the infrastructure design and implementation noted above. His work on this project began in 1996 and continues to this day.

## Snoqualmie Casino

Snoqualmie Casino is an entertainment project located within the Snoqualmie Indian Nation near Snoqualmie, Washington. The project consisted of a large multi-purpose facility with a 2000-car parking garage constructed with associated additional parking and support facilities on a steeply sloped 40-acre site bisected by a natural stream corridor. Mr. Fure served as Senior Project Manager and assisted the owner by providing leadership to the entire design team. Of significance was the design and construction of a large detention and water quality facility. Other infrastructure elements undertaken on the project under Mr. Fure's leadership include:



- Street frontage improvements on North Bend Way, including a new intersection roundabout
- A water well and pump house
- Water treatment and potable water storage
- Fire flow reservoir and fire flow pump
- Numerous onsite retaining walls

## OTHER REPRESENTATIVE PROJECTS

- Lakeland Master Plan, Auburn, WA
- Archstone Northcreek, Snohomish County, WA
- Oswego Pointe Mixed Use Development, Lake Oswego, OR
- Port Ludlow Planned Community, Jefferson County, WA
- Avalon High Grove, Snohomish County, WA
- Brandemoor Apartment Community, Snohomish County, WA
- Emerald Heights Retirement Community, Redmond, WA
- Mack Elementary School, King County, WA
- Element Residential Community, Redmond, WA
- Belcarra Apartments, Bellevue, WA
- Boeing Space Center Redevelopment, Kent, WA
- Inglewood Hills Apartment Community, King County, WA

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 12-780, authorizing the Mayor to execute a Waste Reduction and Recycling Grant Agreement</b>	<b>Agenda Date: January 5, 2012</b>	
	<b>AB12-005</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator -	
	City Attorney – Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: 2012, \$10,000; 2013, \$10,000	Police – Jamey Kiblinger	
Fund Source: WRR Grant	Natural Resources/Parks – Aaron Nix	X
Timeline: Fiscal Years 2012-13	Comm. Dev. – Steve Pilcher	
<b>Attachments: Resolution No. 12-780, WR/R Grant Agreement</b>		
<b>SUMMARY STATEMENT:</b>  Distribution of grant funds by the King County Solid Waste Division, Waste Reduction and Recycling Program. The City has been awarded \$10,000 per each year, years 2012 and 2013. These monies will help the City's consultant, Olympic Environmental Services conduct an annual spring recycling event.		
<b>COMMITTEE REVIEW AND RECOMMENDATION: N/A</b>		
<b>RECOMMENDED ACTION: MOTION</b> to adopt Resolution No. 12-780, authorizing the Mayor to execute a grant agreement with King County Solid Waste Division, Waste Reduction and Recycling Program.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 5, 2012		

**RESOLUTION NO. 12-780**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
INTERLOCAL WITH KING COUNTY AND ACCEPTING  
KING COUNTY SOLID WASTE DIVISION GRANT 529820  
FOR THE 2012-2013 WASTE REDUCTION AND  
RECYCLING PROGRAM**

**WHEREAS**, King County and the City of Black Diamond adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes reduction and recycling goals; and

**WHEREAS**, in order to meet these goals King County Solid Waste Division established a waste reduction and recycling grant program for cities that operated under this plan; and

**WHEREAS**, King County Solid Waste Division has offered the City of Black Diamond Grant 529820; and

**WHEREAS**, said grant would fund a Cleanup Day/Special Recycling Collection Event; and

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

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

**Section 1.** The Mayor is hereby authorized to enter into a contract with King County Solid Waste Division for grant 529820 in the form as attached hereto to Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JANUARY, 2012.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**INTERAGENCY AGREEMENT FOR 2012-2013**

**Between**

**KING COUNTY and the CITY OF BLACK DIAMOND**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Black Diamond, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

**PREAMBLE**

King County and the City of Black Diamond adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Black Diamond by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2012 shall not exceed \$10,000. The City understands that even though this Agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. This Agreement provides for distribution of 2012 and 2013 grant funds to the City. However, 2013 funds are not available until January 1, 2013, and 2013 funding is contingent upon King County Council approval of the 2013 King County budget. The County shall notify the City in writing of the funding status.
3. During the two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2014.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on January 31, 2013 and March 31, 2014.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2013 and January 2014, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2014.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2016.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
17. This project shall be administered by Aaron Nix, Director of Natural Resources; City of Black Diamond; P.O. Box 599; Black Diamond, WA 98010; TEL - 360.886.2560 ext. 220; Email - [anix@ci.blackdiamond.wa.us](mailto:anix@ci.blackdiamond.wa.us), or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Black Diamond's budgeted grant funds for 2012 are \$10,000. Unspent 2012 funds may be carried over to 2013, but 2013 funds will not carry over to 2014.
3. The City of Black Diamond's estimated grant funds for 2013 are \$10,000. 2013 funds are not available until January 1, 2013, and 2013 funding is contingent upon King County Council approval of the 2013 King County budget. Following approval of the 2013 King County budget, the County's grant program administrator will notify the City of the final 2013 grant funding in writing.
4. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
5. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond" and/or "text provided courtesy of the City of Black Diamond."
6. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
7. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

### III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2012 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2012 and shall terminate on June 30, 2014. The City shall not incur any new charges after December 31, 2013. However, if execution by either Party does not occur until after January 1, 2012, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2012 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

#### IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

#### VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties; losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XL NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan, John, Project Manager, or a provided designee,  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Aaron Nix, Director of Natural Resources  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010

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

City

King County

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

Kevin Kiernan, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A  
King County Waste Reduction and Recycling Grant Program  
City of Black Diamond  
2012/13 Scope of Work

**A. Basic Information**

1. City of Black Diamond

2. Grant Project Manager: Aaron Nix  
Director of Natural Resources  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
TEL - 360.886.2560 ext. 220  
FAX - (360) 886-2592  
Email - anix@ci.blackdiamond.wa.us

3. Consultant name: Paul Devine  
Olympic Environmental Resources  
4715 SW Walker Street  
Seattle, WA 98116  
TEL - (206) 938-8262  
FAX - (206) 938-9873  
Email - pauldevine@msn.com

4. Budget: 2012  
\$10,000  
2013  
\$10,000  
2012/13 total: \$20,000.00

**B. Scope of Work**

**1. Task One: Recycling Collection Events**

A) Schedule - Spring, 2012/13

B) Task Activities

- Total Number of Recycling Collection Events – Two
- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers+
  - Ferrous Metals

- Non-ferrous Metals
- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- +User fees apply

Other materials when possible.

- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Black Diamond households.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2012/13 volumes and vehicles with prior year's events

D) Task Budget: \$16,000.00

Estimated Costs	2012/13	2012	2012	2012	2013	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$800.00	\$600.00	\$0.00	\$400.00	\$400.00	\$1,400.00
Management/Staffing/Admin/Graphics	\$5,995.00	\$2,947.70	\$1,583.50	\$2,997.50	\$2,997.50	\$10,526.20
Event Staff Costs	\$2,805.00	\$0.00	\$0.00	\$1,402.50	\$1,402.50	\$2,805.00
Collection/Hauling Costs						\$0.00
Wood Waste	\$400.00	\$0.00	\$400.00	\$200.00	\$200.00	\$800.00
Scrap Metal, Appliances, etc.	\$1,800.00	\$0.00	\$800.00	\$900.00	\$900.00	\$2,600.00
Tires	\$1,400.00	\$0.00	\$0.00	\$700.00	\$700.00	\$1,400.00
Used Oil/Antifreeze	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Batteries	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Printing/Mailing	\$600.00	\$300.00	\$0.00	\$300.00	\$300.00	\$900.00
Event Supplies	\$600.00	\$250.00	\$0.00	\$300.00	\$300.00	\$850.00
Other Expenses - rentals, etc	\$1,600.00	\$521.64	\$0.00	\$800.00	\$800.00	\$2,121.64
<b>TOTALS</b>	<b>\$16,000.00</b>	<b>\$5,919.34</b>	<b>\$2,783.50</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>	<b>\$24,702.84</b>

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,700 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 20-30 tons of material from the local waste stream per year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of approximately 4,200. The City expects, based on past events, that 300-400 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 20-30 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

## 2. Task Two: Chipper Events

### A) Schedule - Spring, 2012/13

In the spring and fall of each year heavy winds in the Black Diamond area result in tree limbs and branches falling from trees and cluttering up City streets and right-of-ways. The City would like to chip this material for reuse on City property or give it to residents. The City intends to hold two chipping events to remove chipable material and recycle it back into the Black Diamond community. The service will be held in conjunction with the City Recycling Collection Event.

**B) Task Activities**

- Total Number of Chipping Events - Two
- Materials to be collected:
  - Chipable material, including tree limbs and branches.
- Event promotional methods:
  - By notices in City newsletters.
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).

**C) Task evaluation. Event reports will include:**

- Number of chipping events held
- Volume of chipable material collected
- Event cost

**D) Task Budget: \$4,000.00**

ESTIMATED COSTS	2012	2013	2012/13 Total
Program Management/Coordination/Reporting	\$360.00	\$360.00	\$720.00
Contractor Services	\$600.00	\$600.00	\$1,200.00
Event Staff	\$990.00	\$990.00	\$1,980.00
Supplies	\$50.00	\$50.00	\$100.00
Total	\$2,000.00	\$2,000.00	\$4,000.00

**D) Task Performance Objectives:** The goal of this program is to recycle more material in the City of Black Diamond while providing a valuable organic debris removal service. Chipping fallen tree limbs and branches for reuse in the local community will extend the life of landfills and reduce stress on local composting facilities. This program will result in greater resource efficiency as the City will better manage yard debris and reuse the material on City property or in the local residential community.

**E) Task Impact Objectives:**

As a result of the chipping events, the City of Black Diamond will reduce fallen tree limbs and branches disposal costs and recycle an estimated 5-10 tons of yard debris annually. The City will monitor the program by reporting the following:

- Number of chipping events held annually.
- The estimated amount of yard debris diverted for reuse and recycling.

### Grant Guidelines

#### **Program Eligibility:**

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-296-8443).

#### **Eligible for funding:**

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Business, WR/R, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

**The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.**

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

**The following are not eligible for funding:**

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
  - > Treated wood
  - > Paint
  - > Lead acid batteries
  - > Oil, gasoline, and antifreeze
  - > Florescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

**Grant Administration:**

*Requests for Reimbursement:*

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2013 and the final request due no later than March 15, 2014. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2014. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By December 31<sup>st</sup> of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2014. (Note: The final request for reimbursement would still need to be submitted by March 15, 2014.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

*Amendments:*

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 12-781, authorizing the Mayor to enter into a Memorandum of Understanding with Olympic Environmental Resources</b>	<b>Agenda Date: January 5, 2012</b>	
	<b>AB12-006</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator -	
	City Attorney – Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: \$19,630.34	Police – Jamey Kiblinger	
Fund Source: Grants	Natural Resources/Parks - Aaron Nix	<b>X</b>
Timeline: Event will be held in Spring 2012.		
<b>Attachments: Resolution No. 12-781; Memorandum of Understanding</b>		
<b>SUMMARY STATEMENT:</b>  The Council needs to authorize the Mayor the ability to enter into a memorandum of understanding with Olympic Environmental Resources in order to implement the City of Black Diamond's 2012 Spring Recycling Collection Event.		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 12-781, authorizing the Mayor to execute a Memorandum of Understanding with Olympic Environment for the 2012 Spring Recycling Collection Event.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 5, 2012		

**RESOLUTION NO. 12-781**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH OLYMPIC  
ENVIRONMENTAL RESOURCES FOR THE 2012 SPECIAL  
RECYCLING EVENT.**

**WHEREAS**, the City of Black Diamond has identified the need for recycling services associated with its year 2012 special collection event;

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

**Section 1.** The Mayor is hereby authorized to execute a Memorandum of Understanding with Olympic Environmental Services for the year 2012 Special Recycling Event, in an amount not to exceed \$19,630.34, said agreement to be substantially in the form attached hereto as Exhibit A and by reference incorporated herein.

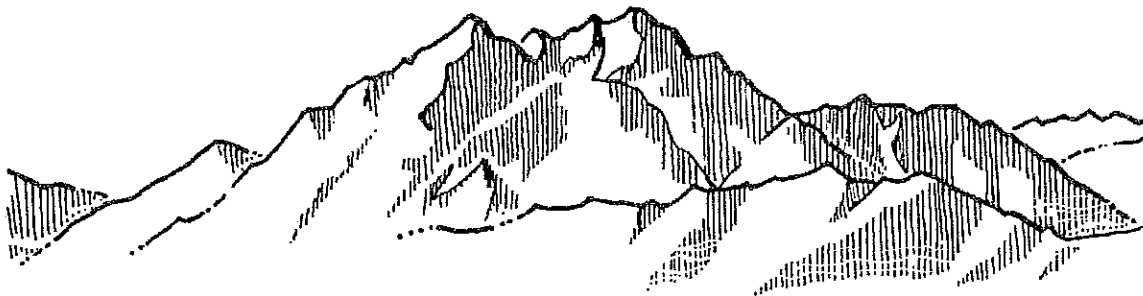
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5<sup>th</sup> DAY OF JANUARY, 2012.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



## *Olympic Environmental Resources*

4715 SW Walker Street Seattle WA 98116

Tel. 206 938-8262 Fax (206) 938-9873

Email: pauldevine@msn.com

### **Memorandum of Understanding**

To: The City of Black Diamond

From: Olympic Environmental Resources

Date: December 8, 2011

RE: City of Black Diamond/Olympic Environmental Resources Agreement for Implementing 2012 Recycling Projects

This Memorandum of Understanding is intended to detail Olympic Environmental Resources (OER) services and responsibilities in implementing City of Black Diamond Recycling 2012 Spring Recycling Collection Event.

The proposed project includes:

#### **One Recycling Collection Event**

The event is tentatively scheduled for March or April 2012 at Black Diamond Police Department. At the event the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, lead acid and household batteries, used motor oil, bulky yard waste (large material only), scrap wood, electronic equipment, TV sets, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials whenever practical. User fees will apply to the collection of some materials.

At the 2012 Spring Recycling Collection Event, OER will organize a chipper event to be held in conjunction with the Recycling Collection Event.

OER wishes to involve the Black Diamond staff at the level most comfortable for the City. OER will meet with the City of Black Diamond staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Black Diamond grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology. **The budget is contingent on continued grant funding from King County and the Washington State Department of Ecology.** Total grant funds are estimated at \$19,630.34 and includes all items that will be billed to the grants directly by the City, such as City staff time. The specific project activities to be carried out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. OER will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology.

OER's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the programs on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Black Diamond until the City decides to no longer participate. We ask that you provide thirty-days (30) notice to discontinue services. This agreement solidifies our relationship. Please sign both copies of this agreement and return one to OER. OER looks forward to working with the City of Black Diamond in 2012.

\_\_\_\_\_  
City of Black Diamond

  
\_\_\_\_\_  
Olympic Environmental Resources

### ***2012 Black Diamond Recycling Grants***

The City of Black Diamond is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2012. The City has applied for the following:

- 1) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$5,919.34.
- 2) The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$3,711.00.
- 3) The King County Waste Reduction and Recycling Grant Program. Grant total \$10,000.00.

TOTAL: \$19,630.34

## 1. Task One: Recycling Collection Event Budget

Estimated Costs	2012	2012	2012	TOTAL
	LHWMP	CPG*	WRR	
City Staff Costs	\$600.00	\$0.00	\$400.00	\$1,000.00
Management/Staffing/Admin/Graphics	\$2,947.70	\$2,071.00	\$2,997.50	\$8,016.20
Event Staff Costs	\$0.00	\$440.00	\$1,402.50	\$1,842.50
Collection/Hauling Costs				
Wood Waste	\$0.00	\$400.00	\$200.00	\$600.00
Scrap Metal, Appliances, etc.	\$0.00	\$800.00	\$900.00	\$1,700.00
Tires	\$0.00	\$0.00	\$700.00	\$700.00
Used Oil/Antifreeze	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Batteries	\$300.00	\$0.00	\$0.00	\$300.00
Printing/Mailing	\$300.00	\$0.00	\$300.00	\$600.00
Event Supplies	\$250.00	\$0.00	\$300.00	\$550.00
Other Expenses - rentals, etc	\$521.64	\$0.00	\$800.00	\$1,321.64
TOTALS	\$5,919.34	\$3,711.00	\$8,000.00	\$17,630.34

\*Note – the CPG grant total will be billed to the City of Maple Valley per the two City agreement with the Department of Ecology.

## 2. Task Two: Chipper Event Budget

ESTIMATED COSTS	2012	Total
Program Management/Coordination/Reporting	\$550.00	\$550.00
Contractor Services	\$900.00	\$900.00
Event Staff	\$550.00	\$550.00
Supplies	\$0.00	\$0.00
Total	\$2,000.00	\$2,000.00

NOTE: Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 12-782, authorizing the Mayor to execute a contract with Parametrix for on-call surveying services.</b>	<b>Agenda Date: January 5, 2012</b>	
	<b>AB12 -007</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: variable	Police – Jamey Kiblinger	
Fund Source: Permit Fees, developer funds, street funds	Comm. Dev. – Steve Pilcher	<b>X</b>
Timeline: 2 year contract period	Comm. Dev. – Amy Donlan	<b>X</b>
<b>Attachments:</b> Resolution No. 12-782; proposed contract		
<b>SUMMARY STATEMENT:</b>  <p>The City is often in need of on-call surveying services to meet short timeframe response deadlines on various land use applications. Many land use applications such as lot line adjustments, short plats, preliminary and final plats, etc. require surveyor peer review to determine accuracy and completeness. The City does not have a surveyor on staff nor does current staff have the expertise to perform this work. In addition, there may be instances on City public works projects where it is necessary to use surveying services (e.g., location of monuments, right-of-way acquisition).</p> <p>This proposed contract is intended to meet those needs by allowing the Mayor to sign various task orders within the Mayor's purchase authority, City budget, permit fees or developer funding to reimburse the City. This type of on-call service contract provides the following advantages:</p> <ol style="list-style-type: none"> <li>1. Provides the staff the ability to be more responsive to the Mayor, Council, public and development community.</li> <li>2. Allows the staff to complete comprehensive and accurate reviews of development projects in a timely manner.</li> </ol>		
COMMITTEE REVIEW AND RECOMMENDATION: None		
RECOMMENDED ACTION: <b>MOTION to adopt Resolution 12-782, authorizing the Mayor to execute a contract with Parametrix for on-call surveying services.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 5, 2012		

**RESOLUTION NO. 12-782**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH PARAMETRIX FOR ON-CALL SURVEYING  
SERVICES**

**WHEREAS**, the City does not have on staff the full range of expertise to provide required survey review for land use applications or field surveying for City projects; and

**WHEREAS**, private firms providing surveying services were invited to submit Statements of Qualifications for review and consideration; and

**WHEREAS**, after reviewing the submittals and interview the three most qualified firms, a staff panel unanimously recommended Parametrix as the firm most capable of providing surveying services as desired;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with Parametrix to provide on-call surveying services for the next two years (2012 & 2013) in the form substantially attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5<sup>th</sup> DAY OF JANUARY, 2012.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated \_\_\_\_\_, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: \_\_\_\_\_ Phone: 360-886-2560 Fax : 360-886-2592

and

Parametrix ("Consultant")

1019 39<sup>th</sup> Avenue SE, Suite 100

Puyallup, WA 98374

Contact: Dan McReynolds Phone: 253-604-6600 Fax: 253-604-6799

Tax Id No.: \_\_\_\_\_

for professional services in connection with the following project:

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

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant**

1.1 Consultant has been hired to provide professional survey services as requested by the City. The services to be performed are generally in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

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

## **2. Schedule of Work**

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached hereto as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

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

## **3. Compensation**

MAXIMUM COMPENSATION. Total Compensation for all services provided pursuant to this Agreement shall not exceed a maximum amount of \$100,000.

TASK ORDER TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided pursuant to an on-call task request shall not exceed \$7,500 without the written authorization of the City Council.

RATES. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses on or after October 1, 2012 by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

OTHER. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed \$7,500, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

## **4. Payment**

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

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

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

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

## **5. Discrimination and Compliance with Laws**

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

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

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

## **6. Suspension and Termination of Agreement**

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

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be

subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

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

## **8. Ownership of Work Product**

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

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

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

## **9. Indemnification/Hold Harmless**

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

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by

each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

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

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

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

following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

**11. Assigning or Subcontracting**

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

**12. Independent Contractor**

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

**13. Notice**

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

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

With a copy to: Chris Bacha  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027  
Fax: 425-392-7071

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

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

**17. Extent of Agreement/Modification**

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

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_

Rebecca Olness

Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Daniel L. McReynolds

Its: Principal

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez

City Clerk

## **EXHIBIT A**

### **General Scope of Survey Work**

- Mapping
  - Topographic Mapping and Base map Preparation
  - High Definition – 3D Scanning
  - Aerial Mapping – Photogrammetry
  - Bathymetric Mapping & Soundings
  - Volume Calculations
  - FEMA Elevation Certificates
  - Wetland Mapping and Buffer Establishment
- Right of Way
  - Determination and Mapping of ROW, Easements, Tracts, act.
  - Legal Descriptions and Exhibits
  - Preparation of ROW Plans
  - ROW Acquisition Assistance
- Construction Support
  - Construction Staking
  - Review of Plans – Constructability
  - Cut sheets
- Horizontal and Vertical Control
  - Establish Network
  - Benchmarks
  - Monument Preservation and Perpetuation
  - DNR required Monument Destruction Permits
- Boundary
  - Section Subdivision
  - Deed Interpretation
  - Historical Ownership – Chain of Title
  - Riparian Rights
  - Railroad Easements & ROW
  - Vacation of Public ROW
  - Preparation of Record of Survey
  - Boundary Line Adjustments
  - Short Plats and Property Subdivision
- Survey Review – Assuring submittals meet the minimum requirements
  - Boundary Line Adjustments
  - Final Plats
  - Short Plats
  - Binding Site Plans
  - Condominium Plats
  - Legal Descriptions
- Expert Witness
  - Forensic Mapping – Accident Reports

**Exhibit B**

**FEE SCHEDULE**  
**November 2011-September 2012**

**Charges:** Charges for employees are determined by the hourly rates listed below. Charges for reimbursable expenses are specified below or in individual task order proposals.

<b>Labor Rates</b>	
<b>Classification</b>	<b>Hourly Billing Rate</b>
Principal	\$210.00
Regional Surveyor	\$185.00
Project Manager, PLS	\$143.00
Project Surveyor	\$130.00
Survey Technician	\$85.00
Field Survey Party Chief	\$99.00
Field Survey Crew Member	\$72.00
AutoCAD Technician	\$85.00
Administrative Project Support	\$63.00
Word Processor	\$83.00
Office Administrator	\$88.00
Engineer I	\$95.00
Engineer II	\$100.00
Engineer III	\$115.00
Senior Engineer	\$170.00
Expert Witness Testimony	\$250.00

**Prevailing Wage Rates apply to construction surveying on all  
Public Works projects**

Party Chief	\$119.00/hr
Chainman	\$112.00/hr

**Expense Rates**

<b>Expense Category</b>	<b>Billing Rate</b>
Mileage	\$0.55/mile or current IRS rate
Outside Photocopies/Printing	Cost +8%
Transportation by Public Carrier	Cost + 8%
Outside Services or Subcontractors	Cost +8%
Materials and Supplies	Cost + 8%
Survey Equipment	\$150.00/Use
Laser Scanning Equipment	\$97.40/Hr.
Zodiac Boat	\$25.00/Day

