



CITY OF BLACK DIAMOND
November 1, 2012 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 360-886-5700. Thank you for attending this evening.

PUBLIC HEARINGS:

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- | | |
|--------------------------------------------------------------------------------------|-----------------|
| 1.) AB12-080 – Ordinance Adopting Initiative and Referendum Process | Mr. Bacha |
| 2.) AB12-081 – Resolution Adopting MOU with Police Guild – Court Security | Mr. Butkus |
| 3.) AB12-082 – Resolution Adopting Addendum to Parametrix On-Call Contract | Mr. Williamson |
| 4.) AB12-083 – Resolution Adopting Addendum to Valley Communications Contract | Chief Kiblinger |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 5.) **Claim Checks** – November 1, 2012 Check No. 38920 through No. 38971 (voided check No. 38961) in the amount of \$120,389.84
- 6.) **Minutes** – Special Meeting of October 11, 2012, Council Workstudy Notes of October 18, 2012 Council Minutes of October 18, 2012

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 12-982, adopting the power of initiative and referendum for the registered voters of the City	Agenda Date: November 1, 2012	
	AB12-080	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	
	City Attorney –Chris Bacha	X
	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	
Attachments: Proposed Ordinance No. 12-982, Resolution No. 12-823, Affidavit of Publication		
SUMMARY STATEMENT: <p>On July 19, 2012 Council adopted Resolution No. 12-823 declaring the intent of the City Council to adopt the Right of Initiative and Referendum for registered voters of the City.</p> <p>Resolution No. 12-823 was published in the official newspaper on July 27, 2012 and the ninetieth day after the date of first publication was October 25, 2012 and no timely and sufficient referendum petition has been filed. Therefore, as stated in the adopted resolution “the intent expressed in such resolution shall at the next regular meeting of the legislative body be effected by an ordinance adopting for the city the powers of initiative and referendum”.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 12-982, adopting the Power of Initiative and Referendum for the registered voters of the City; and establishing an effective date.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2012		

CITY OF BLACK DIAMOND
WASHINGTON
ORDINANCE NO.12-982

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,
WASHINGTON, ADOPTING THE POWER OF
INITIATIVE AND REFERENDUM FOR THE
REGISTERED VOTERS OF THE CITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, on the 27th day of July, 2012 the City published Resolution No. 12-823 providing notice of the intent of the City Council to adopt an ordinance providing for the exercise in their city of the powers of initiative and referendum; and

WHEREAS, Resolution No. 12-823 was first published as required by law on the 27th day of July, 2012; and

WHEREAS, the ninetieth day following the above date was the 25th day of October, 2012 and no person has filed a sufficient referendum petition pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, so as to require a public vote; and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety and welfare to enact the ordinance herein set forth providing for the exercise in their city of the powers of initiative and referendum;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. New Chapter Adopted (BDMC 1.28). A new Chapter 1.28 entitled "Initiative and Referendum" is hereby added to the Black Diamond Municipal Code to read as follows:

1.28.010 Power of Initiative and Referendum Adopted

The City of Black Diamond hereby adopts the power of initiative and referendum for the registered voters of the City as provided pursuant to RCW 35A.11.080 through 35A.11.100. Such powers are to be exercised as provided in the above referenced sections of the Revised Code of Washington as they now exist or may be amended from time to time and said sections are hereby incorporated in full by this reference.

1.28.020 Designation of City Clerk.

The City Clerk, or his or her designee, is hereby designated as the City Officer who may receive an initiative or referendum petition filed pursuant to this Chapter. The City Clerk is directed to maintain a copy of RCW 35A.11.080 through 35A.11.100, as now or may hereinafter be amended.

1.28.030 Rules and Regulations.

The City Clerk may adopt and publish rules and regulations governing the initiative and referendum process that are consistent with this Chapter.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 1ST DAY OF NOVEMBER, 2012.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend PLLC

City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.

Date of Publication:

Effective Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 19, 2012	AB12-056
Resolution No. 12-823, declaring the intent of the City Council to adopt the Right of Initiative and Referendum for registered voters of the city	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	X
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
	Police – Jamey Kiblinger	
Cost Impact:	Court – Stephanie Metcalf	
Fund Source:	Comm. Dev. – Steve Pilcher	
Timeline:		
Attachments: Resolution No. 12-823; proposed Ordinance; RCW 35A.02.035 and RCW 35A.03.035		
SUMMARY STATEMENT: <p>Councilmembers Goodwin and May requested during a Finance Committee meeting for staff to prepare an initiative and referendum process for consideration by the City Council.</p> <p>The first step in this process is for Council to approve a resolution declaring their intent to adopt a right of initiative and referendum for the registered voters in Black Diamond. If approved, state law requires that this resolution must be published in the City's official newspaper (Covington/MapleValley Reporter). After the required 90 day notification period following publication, if no timely and sufficient referendum petition has been filed pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, the intent expressed in resolution shall be adopted at the next regular meeting of the Council by ordinance.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-823, declaring the intent of the City Council to adopt the right of initiative and referendum for the registered voters of Black Diamond.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
July 19, 2012		

RESOLUTION NO. 12-823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON DECLARING THE INTENT OF THE CITY COUNCIL TO ADOPT THE RIGHT OF INITIATIVE AND REFERENDUM FOR THE REGISTERED VOTERS OF THE CITY; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING THAT UPON THE EXPIRATION OF THE NINETIETH DAY AFTER THE DATE OF PUBLICATION THAT AN ORDINANCE ADOPTING THE INITIATIVE AND REFERENDUM PROCESS FOR THE REGISTERED VOTERS OF THE CITY SHALL BE PRESENTED UNLESS A TIMELY AND SUFFICIENT REFERENDUM PETITION HAS BEEN FILED REFERRING THE QUESTION TO THE REGISTERED VOTERS OF THE CITY FOR APPROVAL OR REJECTION

WHEREAS, the City of Black Diamond is a non-charter code city and pursuant to RCW 35A.11.080 the City Council is authorized to provide for the exercise in their city of the powers of initiative and referendum by approving a resolution giving notice of such intent; and

WHEREAS, state law further provides that upon giving notice of intent pursuant to such resolution and publishing such resolution as required by law, upon the expiration of the ninetieth day after the date of first publication of the resolution, if no timely and sufficient referendum petition has been filed pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, the intent expressed in such resolution shall at the next regular meeting of the legislative body be effected by an ordinance adopting for the city the powers of initiative and referendum; and,

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and welfare, for the City Council initiate the process for authorization of town the powers of initiative and referendum by adoption of this resolution;

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

Section 1. Pursuant to RCW 35A.11.080, which permits the legislative body of the City of Black Diamond, to provide for the exercise in the City of the powers of initiative and referendum in accordance with the provisions of state law set forth in RCW 35A.02.020 et seq, the City Council of the City of Black Diamond, Washington, a non-charter optional municipal code city, hereby declares its intention to adopt for the City the powers of initiative and referendum.

Section 2. Within ten (10) days following the passage of this resolution the City clerk is instructed to cause this resolution to be published at least once in a newspaper of general circulation within the City.

Section 3. Notice is given that upon the expiration of the ninetieth day after the date of first publication of this resolution, but excluding the date of first publication of the resolution, if no timely and sufficient referendum petition is filed pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, the intent expressed in this resolution shall, at the next regular meeting of the City Council, be effected by an ordinance adopting for the City the powers of initiative and referendum.

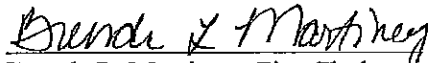
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF JULY,
2012.**

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk

STATE OF WASHINGTON, COUNTY OF KING }
AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE

Linda M Mills, being first duly sworn on oath that she is the Legal Advertising Representative of the

Covington/Maple Valley/
Black Diamond Reporter

a weekly newspaper, which newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a weekly newspaper in King County, Washington. The Covington/Maple Valley/Black Diamond Reporter has been approved as a Legal Newspaper by order of the Superior Court of the State of Washington for King County. The notice in the exact form annexed was published in regular issues of the Covington/Maple Valley/Black Diamond Reporter (and not in supplement form) which was regularly distributed to its subscribers during the below stated period. The annexed notice, at:

Public Notice

was published on July 27, 2012.

The full amount of the fee charged for said foregoing publication is the sum of \$234.90.

Linda M. Mills

Legal Advertising Representative, Covington/Maple Valley/Black Diamond Reporter Subscribed and sworn to me this 27th day of July, 2012.

Kathleen C. Sherman
Kathleen C. Sherman, Notary Public for the State of Washington,
Residing in Buckley, Washington

CITY OF BLACK DIAMOND,
WASHINGTON

CITY COUNCIL
RESOLUTION ADOPTED

On July 19, 2012 the City Council of the City of Black Diamond, Washington adopted the following resolution:

Resolution No. 12-823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, DECLARING THE INTENT OF THE CITY COUNCIL TO ADOPT THE RIGHT OF INITIATIVE AND REFERENDUM FOR THE REGISTERED VOTERS OF THE CITY, PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING THAT UPON THE EXPIRATION OF THE NINETEENTH DAY AFTER THE DATE OF PUBLICATION THAT AN ORDINANCE ADOPTING THE INITIATIVE AND REFERENDUM PROCESS FOR THE REGISTERED VOTERS OF THE CITY SHALL BE PRESENTED UNLESS A TIMELY AND SUFFICIENT REFERENDUM PETITION HAS BEEN FILED REFERRING THE QUESTION TO THE REGISTERED VOTERS

OF THE CITY FOR APPROVAL OR REJECTION

WHEREAS, the City of Black Diamond is a non-charter code city and pursuant to RCW 35A.11.080 the City Council is authorized to provide for the exercise in their city of the powers of initiative and referendum by approving a resolution giving notice of such intent; and

WHEREAS, state law further provides that upon giving notice of intent pursuant to such resolution and publishing such resolution as required by law, upon the expiration of the nineteenth day after the date of first publication of the resolution, if no timely and sufficient referendum petition has been filed pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, the intent expressed in such resolution shall at the next regular meeting of the legislative body be effected by an ordinance adopting for the city the powers of initiative and referendum; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and welfare, for the City Council initiate the process for authorization of town the powers of initiative and referendum by adoption of this resolution, NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Pursuant to RCW 35A.11.080, which permits the legislative body of the City of Black Diamond, to provide for the exercise in the City of the

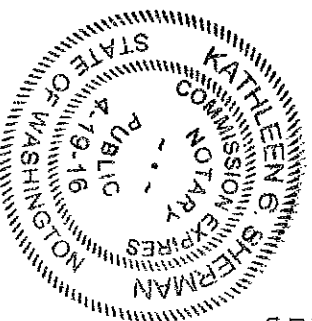
powers of initiative and referendum in accordance with the provisions of state law set forth in RCW 35A.02.020 et seq, the City Council of the City of Black Diamond, Washington, a non-charter optional municipal code city, hereby declares its intention to adopt for the City the powers of initiative and referendum.

Section 2. Within ten (10) days following the passage of this resolution the City clerk is instructed to cause this resolution to be published at least once in a newspaper of general circulation within the City.

Section 3. Notice is given that upon the expiration of the nineteenth day after the date of first publication of this resolution, but excluding the date of first publication of the resolution, if no timely and sufficient referendum petition is filed pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, the intent expressed in this resolution shall, at the next regular meeting of the City Council, be effected by an ordinance adopting for the City the powers of initiative and referendum.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING, THEREOF, THIS 19TH DAY OF JULY, 2012.

ATTEST: /s/ Rebecca Olness, Mayor
Brenda L. Martinez, City Clerk
Published in the Covington/Maple Valley Reporter on July 27, 2012, #654296.



CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, ADOPTING THE POWER OF INITIATIVE AND REFERENDUM FOR THE REGISTERED VOTERS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on the XX day of XXXX, 2012 the City published Resolution No. 12-XXX providing notice of the intent of the City Council to adopt an ordinance providing for the exercise in their city of the powers of initiative and referendum; and

WHEREAS, Resolution No. 12-XXX was first published as required by law on the XX day of XXXX, 2012; and

WHEREAS, the ninetieth day following the above date was the XX day of XXXX, 2012 and no person has filed a sufficient referendum petition pursuant to RCW 35A.02.035, as determined by RCW 35A.29.170, so as to require a public vote; and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety and welfare to enact the ordinance herein set forth providing for the exercise in their city of the powers of initiative and referendum;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. New Chapter Adopted (BDMC 1.28). A new Chapter 1.28 entitled "Initiative and Referendum" is hereby added to the Black Diamond Municipal Code to read as follows:

1.28.010 Power of Initiative and Referendum Adopted

The City of Black Diamond hereby adopts the power of initiative and referendum for the registered voters of the City as provided pursuant to RCW 35A.11.080 through 35A.11.100. Such powers are to be exercised as provided in the above referenced sections of the Revised Code of Washington as they now exist or may be amended from time to time and said sections are hereby incorporated in full by this reference.

1.28.020 Designation of City Clerk.

The City Clerk, or his or her designee, is hereby designated as the City Officer who may receive an initiative or referendum petition filed pursuant to this Chapter. The City Clerk is directed to maintain a copy of RCW 35A.11.080 through 35A.11.100, as now or may hereinafter be amended.

1.28.030 Rules and Regulations.

The City Clerk may adopt and publish rules and regulations governing the initiative and referendum process that are consistent with this Chapter.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 20 ____.**

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend PLLC

City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

RCW 35A.02.035

Referendum.

Upon the filing of a referendum petition in the manner provided in RCW 35A.29.170 signed by qualified electors of an incorporated city or town in number equal to not less than ten percent of the votes cast in the last general municipal election, such resolution shall be referred for approval or rejection by the voters at an election as specified in RCW 35A.02.025.

[1967 ex.s. c 119 § 35A.02.035.]

RCW 35A.29.170**Initiative and referendum petitions -- Suspension of effectiveness of legislative action.**

Initiative and referendum petitions authorized to be filed under provisions of this title, or authorized by charter, or authorized for code cities having the commission form of government as provided by chapter 35.17 RCW, shall be in substantial compliance with the provisions of RCW 35A.01.040 as to form and content of the petition, insofar as such provisions are applicable; shall contain a true copy of a resolution or ordinance sought to be referred to the voters; and must contain valid signatures of registered voters of the code city in the number required by the applicable provision of this title. Except when otherwise provided by statute, referendum petitions must be filed with the clerk of the legislative body of the code city within ninety days after the passage of the resolution or ordinance sought to be referred to the voters, or within such lesser number of days as may be authorized by statute or charter in order to precede the effective date of an ordinance: PROVIDED, That nothing herein shall be construed to abrogate or affect an exemption from initiative and/or referendum provided by a code city charter. The clerk shall transmit the petition to the county auditor who shall determine the sufficiency of the petition under the rules set forth in RCW 35A.01.040. When a referendum petition is filed with the clerk, the legislative action sought to be referred to the voters shall be suspended from taking effect. Such suspension shall terminate when: (1) There is a final determination of insufficiency or untimeliness of the referendum petition; or (2) the legislative action so referred is approved by the voters at a referendum election.

[1996 c 286 § 8; 1967 ex.s. c 119 § 35A.29.170.]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 1, 2012	AB12-081
Resolution No. 12-836, adopting the Fifth Memorandum of Understanding between the City and the Black Diamond Police Officers Association	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	X
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
	Police – Jamey Kiblinger	
	Court – Stephanie Metcalf	
Timeline: Budget year 2013	Comm. Dev. – Steve Pilcher	
Attachments: Resolution No. 12-836, Fifth Memorandum of Understanding		
<p>SUMMARY STATEMENT:</p> <p>The City and the Black Diamond Police Officer’s Association have been engaged in discussions to reduce the cost of providing security personnel for the Black Diamond Municipal Court. In recent years, this service has been provided by off-duty police officers on overtime. The proposed fifth MOU is for one year only and has the potential to save up to \$8,700 in budget year 2013.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-836, adopting the fifth Memorandum of Understanding with the Black Diamond Police Officer’s Association in regards to Court Security.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2012		

RESOLUTION NO. 12-836

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH
MEMEORANDUM OF UNDERSTANDING WITH THE
BLACK DIAMOND POLICE OFFICERS ASSOCIATION
REGARDING COURT SECURITY FOR 2013**

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

WHEREAS, the current situation regarding the development of the 2013 Budget has caused the City to engage in budgetary reductions to police and other operations; and

WHEREAS, recognizing the seriousness of the financial situation the Black Diamond Police Officers Association has entered into discussions on cost reduction and has subsequently voluntarily agreed to assist the City by reducing the cost of police officer overtime to provide for municipal court security;

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

Section 1. The Mayor is authorized to enter into the Fifth Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Association, as set forth in Exhibit "A" which is attached to this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

FIFTH MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICER'S ASSOCIATION

1. Date of Parties. This Fifth Memorandum of Understanding (MOU-5) is effective upon execution by the City of Black Diamond (City) and the Black Diamond Police Officers Association (Association), and will commence on January 1, 2013.
2. Background and Purpose.
 - 2.1 The Parties have executed a Collective Bargaining Agreement (CBA) for the period from August 31, 2008 to August 30, 2014.
 - 2.2 Article 5 of the CBA defines any hours worked beyond forty (40) hours from between 2400 hrs on Saturday to 2359 hrs the following Saturday shall be compensated as overtime.
 - 2.3 Security for the Black Diamond Municipal Court has been provided by off-duty Black Diamond Police Officers, at the applicable overtime rate, since 2001. The Association maintains any change to this established practice is subject to mandatory bargaining.
 - 2.4 Article 29.1 (1) defines management rights, to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City.
 - 2.5 The City has given notice to the Association to retain private security personnel in lieu of Black Diamond Police Officers for Municipal Court security purposes in an effort to reduce expenditures for anticipated budget shortfalls. The City maintains this notice is a management right.
3. Agreed Interpretation.
 - 3.1 It is mutually understood and agreed by and between the Parties that the City anticipates budget deficits for 2013. In an effort to reduce expenditures for the City, the following agreement is entered into for the period of one (1) year, beginning January 1, 2013 and ending December 31, 2013.
 - 3.2 It is mutually understood and agreed by and between the Parties that beginning January 1, 2013, the City may enter into a one (1) year contract with a private security company of its choosing to provide security personnel in lieu of off-duty Black Diamond Police Officers for Municipal Court security purposes.
 - 3.3 It is also mutually understood and agreed by and between the Parties that on or before October 2013, the Association and City will meet to re-negotiate conditions related to the Municipal Court security and this MOU. Nothing in this agreement precludes the Association from asserting its right to mandatory bargaining of this matter at the conclusion of this MOU. It is further understood that nothing in this agreement

precludes the City from asserting its management rights regarding Municipal Court security at the conclusion of this MOU.

- 3.4 Provided, the parties agree that absent an agreement to the contrary, the past practice concerning Municipal Court security as described in Section 2.3 above will be re-instated on January 1, 2014.
4. Confirmation of Agreement of Terms. All other terms and conditions of the CBA shall remain in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICER'S
ASSOCIATION

Date: _____

Date: _____

Rebecca Olness
Mayor

Scott Oak
President

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 12-837, adopting contract addendum with Parametrix for transportation on-call services.	Agenda Date: November 1, 2012	
	AB12-082	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Andy Williamson	X
	Economic Devel. – Andy Williamson	
Cost Impact: not to exceed \$100,000	Police – Jamey Kiblinger	
Fund Source: CIP, street funds, developer funds	Court – Stephanie Metcalf	
Timeline: 1 additional year	Comm. Dev. – Steve Pilcher	
Attachments: Resolution 12-837; Amendment #1; Original Contract		
SUMMARY STATEMENT: <p>The City is often in the need of small scale on-call transportation technical services to meet short time frame response deadlines. The contract and this amendment are set up to meet that need by allowing the Mayor to sign various task orders within the Mayor's purchase authority and larger tasks by council approval. Funding will come from various operational budgets, capital budgets or developer funding.</p> <p>This on-call service contract provides the City with the ability to be more responsive to the Mayor, Council, public, provide technical services at a higher efficiency and provide a good tracking mechanism for small engineering tasks. Large capital project designs or studies will be processed through the Council in the normal fashion by a stand alone contract.</p> <p>This amendment provides \$100,000 of on call transportation services for another year.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 12-837, authorizing the Mayor to sign a contract addendum with Parametrix for the transportation on-call services contract.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 1, 2012		

RESOLUTION NO. 12-837

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING AN ADDENDUM TO THE ON-CALL
TRANSPORTATION SERVICES CONTRACT WITH
PARAMETRIX**

WHEREAS, the City Council authorized a contract with Parametrix for on-call transportation services with Parametrix on August 5, 2010 via Resolution 10-701; and

WHEREAS, the City does not have the staff level or the full range of expertise to provide comprehensive and timely engineering service for transportation related projects, issues, planning, development review, small studies and engineering assistance; and

WHEREAS, Parametrix was determined to be the most qualified consultant to efficiently assist the City with transportation engineering services; and

WHEREAS, Parametrix has provided excellent support to the City with transportation engineering services;

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 addendum with Parametrix to provide on-call transportation services for one additional year 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 1ST DAY OF NOVEMBER, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT "A"

**FIRST ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
PARAMETRIX, INC.
Regarding
TRANSPORTATION ON-CALL SERVICES**

1. **Date and Parties.**

1.1 This document ("First Addendum"), for reference purposes only, is dated the 2nd day of November, 2012, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and PARAMETRIX, INC. ("Consultant") .

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding On-Call Transportation Services dated August 26, 2010 (the "Agreement") for the on-call transportation planning and traffic engineering services in the City of Black Diamond.

2.2 The Agreement terms contemplated that the City and Consultant may choose to amend the Agreement to provide for the Consultant to perform certain work relative to the City's transportation planning and traffic engineering.

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

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

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

3.2 The Agreement shall expire on the 5th day of August, 2013; provided that, the obligations of the Consultant and the City under a pending on-call task request issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

3.3 MAXIMUM COMPENSATION. Total Compensation for all services provided pursuant to the Agreement shall not exceed a maximum amount of \$166,250.

EXHIBIT "A"

4. Additional Services and Schedule.

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

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

5. Compensation.

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

6. Other Terms Unchanged.

6.1 All other terms of the Agreement remain unchanged.

DATED: This ____ day of _____, 2012.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

By: _____

Printed Name: _____

Its: _____

Date: _____, 2012

Date: _____, 2012

Attest:

By:

Brenda L. Martinez

City Clerk

RESOLUTION NO. 10-701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT WITH PARAMETRIX FOR
ON-CALL TRANSPORTATION SERVICES

WHEREAS, the City does not have the staff level or the full range of expertise to provide comprehensive and timely engineering service for transportation related projects, issues, planning, development review, small studies and engineering assistance; and

WHEREAS, Parametrix has been determined to be the most qualified consultant to efficiently assist the City with transportation engineering services;

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

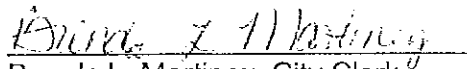
Section 1. The Mayor is authorized to execute a contract with Parametrix to provide on-call transportation services for the next two years in the form substantially attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF AUGUST, 2010.

CITY OF BLACK DIAMOND:


Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

(On-Call Transportation Planning and Traffic Engineering Services)

This Professional Services Agreement (the or this "Agreement"). for reference purposes only, is dated August 5, 2010 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: Seth Boettcher, Public Works Director

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

and

Parametrix, Inc. ("Consultant")

1231 Fryar Avenue

PO Box 460

Sumner, WA 98390

Contact: ~~Susan M. Graham~~ Daniel L. Mc Reynolds

Phone: 253-863-5128

Fax: 253-863-0946

Tax Id No.: 91-0914810

For professional services in connection with the following project:

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

RECITALS

WHEREAS, the City does not currently have adequate staff to provide professional transportation planning and traffic engineering services; and

WHEREAS, the City often has a need to request such professional services to be provided in a short time frame to met response deadlines and other factors; and

WHEREAS, the City has a need to hire a consultant to provide such services on an as-needed on-call basis; and

WHEREAS, this Agreement for of on-call transportation planning and traffic engineering services will improve the ability of City staff to (1) be more responsive to the Mayor, Council, public, and development community; (2) to more efficiently process small task orders administratively instead of a contract supplement through council approval; and (3) provide a good tracking mechanism for small engineering tasks; and

WHEREAS, project tasks utilizing professional transportation planning and traffic engineering services that exceed Mayorial signature authority would still require City Council review and approval;

WHEREAS, the City has conducted a selection process to select the most qualified firm to provide such engineering services and has determined that the Consultant was the most qualified firm; and

WHEREAS, the City now desires to enter into an on-call professional services agreement with the Consultant to provide such professional transportation planning and traffic engineering services as are needed from time to time by the City;

NOW THEREFORE, in consideration of the terms and conditions contained herein, and in consideration of payments and agreements to be made and performed by the City and Consultant, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS

1. Services by Consultant

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

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

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

1.4 This Agreement shall expire on the 5th day of August, 2012; provided that, the obligations of Consultant and the City under a pending on-call task request issued prior to the expiration date shall survive the expiration of this Agreement until such time as all obligations of the Parties there under is complete or such request is otherwise cancelled or terminated by the City.

2. Schedule of Task

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 diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Task 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 on-call task request cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon issuance of each on-call task request by the City, unless otherwise specified in the on-call task request.

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 15, 2012 by providing 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 City believes in good faith that the services rendered pursuant to a specific on-call task request do not meet the requirements of the Agreement, the City may request that the Consultant correct or modify the work to comply with the Agreement. In such event, City must clearly and reasonably provide to Consultant an explanation of City concern over the work and the remedy that City expects from Consultant. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.5 All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced and or paid.

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 federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

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

6. Suspension and Termination of Agreement

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

entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

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

8. Ownership of Work Product

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

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

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

9. Indemnification Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent or willful acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement.

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. Such policy or policies shall be carried by the Consultant at the specified limits for a minimum period of three (3) years following completion of the services to be performed.

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.

12.2 The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this agreement, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Consultant's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Consultant agrees to hold the City harmless from those costs, including attorney's fees.

12.3. The Consultant shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this agreement, unless otherwise specified in this Agreement.

12.4 The Consultant, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

12.5 This agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

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: Parametrix, Inc.
1231 Fryar Avenue
PO Box 460
Sumner, WA 98390
Contact: ~~Susan M. Graham~~ Daniel L. McReynolds
Phone: 253-863-5128
Fax: 253-863-0946
Tax Id No.: 91-0914810

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. Each on-call task request issued pursuant to this Agreement, shall be and become incorporated into this Agreement as though fully set forth herein. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

18. Conflict of Interest

18.1 The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder.

19. Equal Opportunity.

19.1 "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference for all contracts that include Federal funding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BLACK DIAMOND

By: Rebecca Olness
Rebecca Olness

Its: Mayor

Date: 8-6-10

CONSULTANT

By: [Signature]
Printed Name: Daniel L. McReynolds
Its: Principal

Date: 8-26-10

JP
8/26/10

Attest:

By: Brenda L. Martinez
Brenda L. Martinez
City Clerk

EXHIBIT A

General Scope of Work

Transportation Planning and Traffic Engineering

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout Modeling and Site Analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Design Engineering

- Preparation of Contract Documents (Plans and Specifications for bidding)
 - Freeways, highways, and interchanges
 - Arterials and local streets
 - Intersections including roundabout and/or signalized control
 - Storm sewer and stormwater mitigation
 - Multi-modal transit centers
 - Traffic calming
 - Non-motorized facilities such as paths, bike lanes, sidewalks and joint use facilities
 - Low-impact development best management practices
- Utility Coordination, Design and Relocation

Survey

- Mapping
 - Topographic Mapping and Basemap Preparation
 - Construction Staking
- Right of Way
 - Determination and mapping of R.O.W., easements, tracts, etc.
 - Legal descriptions and exhibits
 - Preparation of R.O.W. plans
 - R.O.W. acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater Comprehensive Planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design

- Drainage report preparation
- Storm Water Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation
- Stream delineation, classification and mitigation
- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction Engineering Support
- Construction administration and observation
- Construction documentation (e.g. LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Miscellaneous

- The above specific services are not intended to be a restrictive limit of services as the city may request other engineering services related to engineering activities that the city may be working on with Parametrix.
- Other duties as assigned by the City of Black Diamond related to Transportation or Transportation Projects.

Exhibit B

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Project Name: _____	Phone: _____
Parametrix Project No.: _____	Fax: _____
Request Made To: _____	
Parametrix Phone: _____	253-863-5128
Parametrix Fax: _____	253-826-2873

Scope of Task Request

Budget Estimate:

Task Request Approval:

Written Name	Title
Signature	Date

Exhibit B

*Costs are billed on a time and materials basis. Parametrix, Inc. shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.

Exhibit C

Parametrix Washington State Category Billing Rates Effective January 1, 2010

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
Program Director	19.01	\$210	Project & Construction S. Mgr	18	\$205
Project Delivery Officer	18	\$215	Sr. Construction Manager	19	\$175
Program Consultant	19.01	\$235	Sr. Construction Manager	17	\$170
Program Manager	20	\$230	Sr. Construction Manager	16	\$165
Program Manager	19	\$210	Sr. Construction Manager	15	\$140
Program Manager	18	\$165	Construction Mgr.	14	\$135
Construction Manager	19	\$210	Construction Mgr.	13	\$130
Construction Manager	18	\$160	Construction Mgr.	12	\$110
Construction Manager	17	\$165	Construction Mgr.	11	\$115
Construction Manager	16	\$155	Construction Mgr.	10	\$110
Operations Manager	17	\$170	Construction Mgr.	9	\$95
Operations Manager	16	\$165	Construction Mgr.	8	\$90
Operations Manager	15	\$140	CADD Supervisor	12	\$110
			CADD Team Lead	12	\$115
Sr. Consultant	19.01	\$215	CADD Supervisor	11	\$105
Senior Consultant	17.13	\$135	CADD Supervisor	9-10	\$90
Senior Consultant	17	\$175	CADD Supervisor	8	\$70
Senior Consultant	16	\$165			
Senior Consultant	15	\$150	Sr. GIS Analyst	11	\$100
Senior Consultant	14	\$130	GIS Technician	10	\$90
Senior Consultant	13	\$125	GIS Technician	9	\$85
Senior Consultant	12	\$115			
Senior Consultant	11	\$105	Survey Supervisor	14	\$135
Senior Consultant	10	\$95	Sr. Surveyor	13	\$135
Senior Engineering Technician	9	\$80	Sr. Surveyor	12	\$115
			Surveyor I	11	\$105
Sr. Designer	18.17	\$160	Surveyor I	10	\$95
Sr. Designer	16	\$145	Surveyor I	9	\$70
Designer IV	14	\$140	Sr. Surveyor	8	\$65
Designer III	13	\$125			
Designer II	11-12	\$115	Production Manager	12	\$125
Designer I	11	\$100	Word Proc. Mgr. Editor	11	\$105
Designer	9-10	\$95	Technical Editor	10	\$100
Designer	8-10	\$90	Word Processing Specialist	9	\$90
			Sr. Word Processor	8	\$75
Sr. Planner	17	\$160	Word Processor	7	\$65
Sr. Planner	16	\$160			
Sr. Planner	15	\$140	Sr. Graphic Artist	10	\$105
Planner IV	14	\$120	Graphic Artist	9	\$95
Planner III	12-13	\$110			
Planner II	11	\$85	Project Controls Specialist	11	\$100
Planner	10	\$65	Project Controls Specialist	10	\$95
			Sr. Project Controls	10	\$90
Sr. Technician	17	\$155	Project Controls	9	\$85
Sr. Technician	16-18	\$165	Sr. Technical Aide	8	\$75
Technician IV	14	\$130	Technical Aide	7	\$70
Technician III	12-13	\$115			
Technician II	11	\$90	Sr. Accountant	10	\$100
Technician	10	\$85	Sr. Project Accountant	10	\$90
			Sr. Accounting Specialist	10	\$85
Sr. Sr. Accounting	17	\$170	Project Accountant	9	\$90
Sr. Sr. Accounting	16	\$160	Project Accountant	8	\$75
Sr. Sr. Accounting	15	\$145			
Sr. Sr. Accounting	14-15	\$130	Office Admin. Manager	13-14	\$125
Sr. Sr. Accounting	13	\$115	Office Admin. Manager	11	\$90
Sr. Sr. Accounting	12	\$110	Sr. Admin. Aide	9	\$90
Sr. Sr. Accounting	11	\$100	Admin. Aide	8	\$70
Sr. Sr. Accounting	10	\$95	Admin. Aide	7	\$65
Sr. Sr. Accounting	9	\$85	Production	8	\$55
Sr. Sr. Accounting	8	\$165	Office Clerk	4	\$45
Sr. Sr. Accounting	7	\$150			
Sr. Sr. Accounting	6	\$145	Sr. Lab. Aide	13	\$105
Sr. Sr. Accounting	5	\$140	Lab. Aide	11-12	\$100
Sr. Sr. Accounting	4	\$135	Lab. Aide	10	\$100
Sr. Sr. Accounting	3	\$130	Lab. Aide	9	\$95
Sr. Sr. Accounting	2	\$125	Lab. Aide	8	\$75
Sr. Sr. Accounting	1	\$120	Lab. Aide	7	\$70
Sr. Sr. Accounting	0	\$115	Lab. Aide	6	\$65
Sr. Sr. Accounting	0	\$110			
Sr. Sr. Accounting	0	\$105			
Sr. Sr. Accounting	0	\$100			
Sr. Sr. Accounting	0	\$95			
Sr. Sr. Accounting	0	\$90			
Sr. Sr. Accounting	0	\$85			
Sr. Sr. Accounting	0	\$80			
Sr. Sr. Accounting	0	\$75			
Sr. Sr. Accounting	0	\$70			
Sr. Sr. Accounting	0	\$65			
Sr. Sr. Accounting	0	\$60			
Sr. Sr. Accounting	0	\$55			
Sr. Sr. Accounting	0	\$50			
Sr. Sr. Accounting	0	\$45			
Sr. Sr. Accounting	0	\$40			
Sr. Sr. Accounting	0	\$35			
Sr. Sr. Accounting	0	\$30			
Sr. Sr. Accounting	0	\$25			
Sr. Sr. Accounting	0	\$20			
Sr. Sr. Accounting	0	\$15			
Sr. Sr. Accounting	0	\$10			
Sr. Sr. Accounting	0	\$5			
Sr. Sr. Accounting	0	\$0			

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 1, 2012	AB12-083
Resolution No. 12-838, authorizing the Mayor to execute an addendum with Valley Communications for Dispatch Services for 2013	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	X
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Economic Devel. – Andy Williamson	
Cost Impact: \$3.16 increase per call	Police – Jamey Kiblinger	
Fund Source: General Fund	Court – Stephanie Metcalf	
Timeline:	Comm. Dev. – Steve Pilcher	
Attachments: Resolution No. 12-838, Addendum		
<p>SUMMARY STATEMENT:</p> <p>This is our yearly addendum to our contract with Valley Communications for Dispatch Services. There is an increase from \$33.42 per call to \$36.58 per call.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-838, authorizing the Mayor to execute an addendum to the Valley Communications contract for Dispatch Services for 2013.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 1, 2012		

RESOLUTION NO. 12-838

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
ADDENDUM TO THE AGREEMENT FOR POLICE SERVICE
FOR VALLEY COMMUNICATIONS FOR 2013**

WHEREAS, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

WHEREAS, currently the City of Black Diamond Police Department contracts with Valley Communications for Dispatch Services;

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 an Addendum to the Emergency Dispatch Agreement for Police Service with Valley Communications for 2013 in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF NOVEMBER, 2012.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk



A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT "A"
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
BLACK DIAMOND POLICE DEPARTMENT

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **BLACK DIAMOND POLICE DEPARTMENT**

for
DISPATCH SERVICES in order to establish annual rates and fees under the **EMERGENCY DISPATCH AGREEMENT**.

- A.1 This appendix shall remain in effect from **January 1, 2013** thru **December 31, 2013**.
- A.2 The rate shall be **Thirty Six Dollars and Fifty Eight Cents (\$36.58)** for each dispatchable call.

Signed this **11th** day of **October, 2012**.


MAYOR SKIP PRIEST
ADMINISTRATIVE BOARD CHAIR

MAYOR

