



CITY OF BLACK DIAMOND
October 16, 2014 Regular Business 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.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Presentation – Chief for a Day

Chief Kiblinger

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|-----------------|
| 1) AB14-092 – Resolution in Support of Public Health | Ms. Morris |
| 2) AB14-093 – Resolution Authorizing Contract with Parametrix, Inc. for Rock Creek Bridge Eng. | Mr. Boettcher |
| 3) AB14-094 – Resolution Authorizing Agreement with King County for Use of AFIS | Chief Kiblinger |
| 4) AB14-095 – Resolution Adopting Policy on Two Unpaid Holidays Per Calendar Year | Ms. Martinez |
| 5) AB14-096 – Resolution Regarding Changes to the By-Laws and Interlocal Agreement with CIAW | Ms. Martinez |
| 6) AB14-097 – Ordinance Adopting Findings of Fact Regarding MPD Application Moratorium | Ms. Morris |

DEPARTMENT REPORTS: None

MAYOR’S REPORT:

COUNCIL REPORTS:

A. Council Standing Committees and Regional Committees

- Councilmember Benson - Budget, Finance, Administration Committee; South County Area Transportation Board (SCATBd); South East Area Transportation Solutions (SEATS) Coalition; Mental Illness and Drug Dependency Oversight Committee
- Councilmember Edelman - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Deady - Cemetery and Parks Committee; Growth Management Planning Council (GMPC)
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

- Councilmember Morgan - Water Resource Inventory Area Committee (WRIA 9)

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 7) **Claim Checks** – October 16, 2014, No. 41455 through No. 41496 (voided No. 41456) in the amount of \$116,608.27
- 8) **Minutes** – Council Minutes of September 18, 2014, Special Meeting of October 2, 2014 and Council Minutes of October 2, 2014

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-092 Resolution supporting the continued maintenance of Public Health services and Clinics in King County	Agenda Date: October 16, 2014	
	AB14-092	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	X
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 14-979		
SUMMARY STATEMENT: During the October 2, 2014 meeting a motion was passed directing the City Attorney to prepare a resolution supporting the continued maintenance of Public Health services and Clinics in King County. The proposed resolution reflects that action.		
FISCAL NOTE (Finance Department): 		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: 		
RECOMMENDED ACTION: MOTION to Resolution No. 14-979, supporting the continued maintenance of Public Health Services and Clinics in King County.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2014		

RESOLUTION NO. 14-979

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, WASHINGTON, SUPPORTING
THE CONTINUED MAINTENANCE OF PUBLIC HEALTH
SERVICES AND CLINICS IN KING COUNTY.**

WHEREAS, the City acknowledges that public health service locations in a number of areas, including Auburn, are scheduled to close on December 31, 2014; and

WHEREAS, the City strongly supports the Auburn Public Health Clinic because it provides valuable health care and other critical services to the public in the surrounding area, which includes Black Diamond; and

WHEREAS, the City opposes closure of the existing public health service clinics because they will widen health disparities, and the entire community will suffer with increased rates of disease and chronic health problems; Now, Therefore,

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

Section 1. The Mayor and City Council support the continued maintenance of existing Public Health Clinics, and urge the King County Council to continue funding and operating the existing services, including but not limited to, the Auburn Public Health Clinic. This Clinic and the support and primary care health services provided to the public are invaluable, and need to be maintained at the current level of service.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF
OCTOBER, 2014.**

CITY OF BLACK DIAMOND

By: _____
Dave Gordon, Mayor

ATTEST:

By: _____
Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-093 Authorize the Mayor to execute a contract with Parametrix for the development of design and bid materials for the Rock Creek Bridge project.	Agenda Date: October 16, 2014	
	AB14-093	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$118,906	Police – Chief Kiblinger	
Fund Source: TIB Grant/Yarrow Bay/REET Budget \$574,000	Public Works – Seth Boettcher	X
Timeline: 2014-2015	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 14-980; Budget Summary; Contract forms; Yarrow Bay Support Letter		
SUMMARY STATEMENT: On December 12, 2013, the City Council approved a grant agreement with the State Transportation Improvement Board for \$474,300 to improve the Rock Creek Bridge and a portion of Roberts Drive. This action is to hire Parametrix to prepare design and bid materials for this project. This project will upgrade the bridge, install a pedestrian walkway on the south side of the bridge, overlay Roberts Drive from west of the bridge to Sunny Lane, and install new sidewalk on the south side of Roberts Drive from west of the bridge to Bruckners Way. FISCAL NOTE (Finance Department): The Transportation Improvement Board grant of \$474,300 for this project has a 10% local match requirement with Yarrow Bay picking up \$46,000 of the match, leaving the City to cover the remaining \$6,700 from REET II. The entire project budget is already in place to cover the Rock Creek Project costs.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-980, authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design of the Rock Creek Bridge project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2014		

BUDGET SUMMARY SHEET
Roberts Drive @ Rock Creek Bridge

REVENUE

Category	Amount
TIB	\$474,300
REET	\$53,700
Yarrow Bay	\$46,000

TOTAL	\$574,000

EXPENDITURES

Category	Amount
Parametrix	\$119,000
City Labor	\$ 41,000
Construction	\$377,000
Contingency	\$ 37,000

TOTAL	\$574,000

RESOLUTION NO. 14-980

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
PARAMETRIX FOR THE DEVELOPMENT OF DESIGN AND
BID MATERIALS FOR THE ROCK CREEK BRIDGE
PROJECT**

WHEREAS, the City has planned for capital improvements to the Rock Creek Bridge and Roberts Drive; and

WEREAS, the City is in need of design services for the Rock Creek Bridge project; and

WHEREAS, the City received a grant from the State of Washington Transportation Improvement Board in the amount of \$474,300; and

WHEREAS, Yarrow Bay Holdings has committed \$46,000 to this project as part of the City's match requirement; and

WHEREAS, the City has Real Estate Excise Tax funds in a grant matching account available to match the Transportation Improvement Board grant for full funding of the project; and

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

WHEREAS, Parametrix was competitively selected and is currently serving as the City's on-call transportation consultant with the City;

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 \$118,906 contract with Parametrix for the development of design and bid materials for the Rock Creek Bridge project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
CONSULTANT**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374.

RECITALS

WHEREAS, the City does not have sufficient staff resources to provide engineering services to meet the needs of the City; and

WHEREAS, the Consultant has agreed to provide engineering services in relation to the Rock Creek Bridge project as requested by the City as described herein; and

WHEREAS, the services performed by the 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 Contract without the prior written authorization of the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit B, not to exceed One Hundred Eighteen Thousand Nine Hundred and Six Dollars (\$118,906.00) for the services described in Section I herein. This is the maximum amount, as estimated in Exhibit C, to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have the project ready for bid by April 13, 2015.

The parties agree that the work described in Exhibit A is expected to be completed by April 30, 2015; provided however, that additional time may be granted by the City for unforeseen delays or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination,

as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use In connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Austin Fisher
Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

CITY:

Attn: Seth Boettcher
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Its Principal

By: _____
Dave Gordon, Mayor

Consultant: Parametrix, Inc.

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

EXHIBIT A - SCOPE OF WORK

City of Black Diamond

Roberts Drive, West End of Rock Creek Bridge to Sunny Lane, Roadway Improvements

GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the rehabilitation of the Rock Creek Bridge, construction of a pedestrian bridge; and minor roadway widening and sidewalk improvements to Sunny Lane.

PHASE 1 – ROADWAY IMPROVEMENTS

Task 1 – Project Management and QA/QC

Goal

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

Approach

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.
- Perform a quality control review of major deliverables prior to submittal to the City.
- Coordinate project documentation to include:
 - Prepare necessary project correspondence to support the project work.
 - Provide all work products to the client for review in accordance with the scope and schedule.
 - Ensure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
 - Prepare and submit monthly progress billings to the City.
 - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

Deliverables

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
 - Summary of actual versus scheduled cost.
 - Summary of actual versus scheduled progress.
 - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

Project Schedule

It is assumed the contract will be complete by December 31, 2014, and that the City will advertise the project for construction in January 2015. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

Task 2 – Survey

Goal

To provide a base map for use in preparing the contract documents.

Approach

2.1 Mapping

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Roberts Drive from approximately 350 feet west of the Rock Creek Bridge to a point approximately 100 feet easterly of Sunny Lane.

Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, water surface elevations, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, wing walls and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

2.2 AutoCAD Base Map Preparation

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility if provided by the City.

Deliverables

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

Assumptions

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

Task 3 – Preliminary Design

Goal

To provide preliminary plans and an opinion of cost to the City for review prior to completing final design.

Approach

Parametrix will prepare a DRAFT Stormwater Site Plan documenting how the project will meet the minimum requirements of the City's stormwater manual.

Parametrix will also prepare Preliminary Plans that are anticipated to include the following sheets:

- Typical Sections (1 Sheet).
- Bridge Preliminary Plans (2 Sheets).
- Roadway Plan and Profile (2 Sheets).

Deliverables

The deliverables for Task 3 include:

- Preliminary plans (11-inch by 17-inch half-Size in electronic PDF copy).
- Preliminary Opinion of Cost in MS Excel format.
- Storm water Technical Memorandum in electronic PDF format.

Assumptions

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The budget estimate includes the design of:
 - Attached pedestrian structure to existing bridge.
 - Restoration of the existing bridge to include coating of exposed rebar and resurfacing, painting/coating existing structure with Zypex or similar product, removal of the existing barrier and replacement with single slope concrete barrier and guardrail.
 - A 6-foot wide pervious concrete sidewalk from approximately 200-feet west of the structure to Buckners Way where pedestrians will cross to the north side of the roadway.
 - A 4-foot wide porous asphalt shoulder from the Rock Creek bridge to Sunny Lane.
 - HMA Overlay from Rock Creek Bridge to Sunny Lane.
 - Design of a shallow retention system at Sunny Lane on south side of the roadway to prevent drainage from Roberts Drive from inundating pervious shoulder.
- It is anticipated that porous pavements will be used for roadway widening and the new sidewalk. Therefore, no additional water quality or flow control facilities are anticipated. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Black Diamond City Engineer will run three infiltration tests and provide the Consultant with a long term infiltration rate for the pervious asphalt design and for shallow retention systems.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

Task 4 – Final Design

Goal

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents, and opinion of cost for bidding.

Approach

Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets).
- Typical Sections (1 Sheet).
- Bridge Plans:

- Bridge Layouts (Existing and Pedestrian) (1 Sheet).
- Demolition and General Notes (1 Sheet).
- Staging Plan (1 Sheet).
- Foundation Plans (2 Sheets).
- Pedestrian Bridge Details and existing bridge repairs (5 Sheets).
- Roadway Plan and Profile (2 Sheets).
- Details (1 Sheet).

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

Final structural calculations will be provided for the City's records with the final contract documents.

Deliverables

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).
- One (1) copy of the final structural calculations and an electronic PDF copy.

Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

Task 5 – Cultural Resources Survey

Goal

To provide for a cultural and historic resources survey to satisfy Executive Order 05-05, which is a TIB funding requirement.

Approach

Cultural Resources Consultants will complete the survey and prepare the report for submittal by the City to DAHP and affected Tribes.

Deliverables

The deliverables for Task 3 include:

- Electronic copy (PDF) of report for submittal to DAHP and affected Tribes

Task 6 – Environmental Permitting

Goal

To prepare a Joint Aquatic Resources Permit Application (JARPA) for use in permit applications for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife.

Approach

Parametrix will prepare the JARPA and use it for preparation of the applications for the HPA. Parametrix will coordinate with City Staff, the internal Parametrix design team and agency reviewers to assist the City in obtaining the HPA.

Deliverables

The deliverables for Task 6 include:

- JARPA
- HPA Application

Assumptions

Following are the assumptions for Task 6:

- The scope of services and budget estimate do not include the preparation of a critical area report, which may be requested by WDFW following review of the JARPA. If a critical area report or other additional information other than that which is available in the JARPA is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.

PHASE 3 – BIDDING ASSISTANCE

Task 31 – Bidding Assistance

Goal

To assist the City with addenda, clarification of design intent and requests for material substitutions during the bidding phase of the project.

Approach

Parametrix will provide assistance during the bidding phase of the project. Services included in this task are:

- Preparation of one (1) addenda for the project.
- Informal communication to clarify design intent.
- Review and recommendations to the City regarding material substitutions if requested by bidders.

Deliverables

The deliverables for Task 31 include:

- Up to one (1) addenda in electronic (PDF) format for posting at online bidding center.
- Written recommendations for material substitutions.

Assumptions

Following are the assumptions for Task 31:

- The budget estimate includes 8 hours for informal communication to clarify design intent and review of one (1) material substitution request

END OF PROPOSAL

Client: City of Black Diamond
Project: Roberts Drive Reconstruction
Project No:

					Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hainey Corp	Finance Project Accountant
					Sr Consultant	Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor	Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst	Finance Project Accountant
Burdened Rates:					\$205.00	\$185.00	\$145.00	\$145.00	\$110.00	\$220.00	\$145.00	\$105.00	\$85.00	\$120.00	\$95.00	\$110.00	\$155.00	\$100.00	\$92.63
Phase	Task	Description	Labor Dollars	Labor Hours															
01		Roberts Drive Design	\$106,751	738	82	90	68	150	152	24	8	24	24	16	36	16	38	6	4
01	01	Project Management & QA/QC	\$9,291	52	8	4				24					4	8			4
		Progress Reports	\$2,451	20	4										4	8			4
		Coordination	\$1,560	8	4	4													
		QA/QC	\$5,280	24						24									
01	02	Mapping	\$7,640	72							8	24	24	16					
		Field Work	\$4,560	48								24	24						
		Prepare Base Map	\$1,920	16										16					
		Establish ROW/Parcel Lines	\$1,160	8						8									
01	03	Preliminary Design	\$20,745	133	29	28	4	32	40										
		30% Plans	\$15,325	105	9	24		32	40										
		Typical Sections	\$1,085	9	1				8										
		Bridge Preliminary Plans	\$9,080	56		24		32											
		Plan/Profile (1)	\$5,280	32		16		16											
		Section (1)	\$3,800	24		8		16											
		Roadway Plan & Profile	\$5,160	40	8				32										
		Preliminary Opinion of Cost	\$2,960	16	8	4	4												
		Stormwater Tech Memo	\$2,460	12	12														
01	04	Final Design	\$62,175	435	43	58	64	118	112						32	8			
		90% Plans	\$37,170	260	10	26	48	114	62										
		Cover Sheet & Legend	\$660	6					6										
		Typical Sections	\$880	8					8										
		Bridge Plans	\$28,300	188		26	48	114											
		Bridge Layout (1)	\$1,030	6		4		2											
		Demo & General Notes (1)	\$1,900	12		4		8											
		Staging Plan (1)	\$2,640	16		8		8											
		Foundation Plans (2)	\$6,170	42		2	16	24											
		Bridge Details (5)	\$16,560	112		8	32	72											
		Roadway Plan & Profile	\$6,040	48	8				40										
		Details (1)	\$1,290	10	2				8										
		90% Contract Specifications	\$10,920	72	24	16									32				
		90% Opinion of Cost	\$4,230	30	2	8	4		16										
		Final Plans and Contract Documents	\$7,310	56	6	4	4	4	30							8			
		Final Structural Calculations	\$580	4			4												
		Final Opinion of Cost	\$1,965	13	1	4	4		4										
01	06	Environmental Permitting	\$6,900	46	2												38	6	
		Prepare JARPA	\$3,910	26	2												20	4	
		Prepare HPA	\$1,750	12													10	2	
		Coordination w/ Agencies	\$1,240	8													8		
03		Bidding Assistance	\$6,540	36	12	20									4				
03	31	Bidding Assistance	\$6,540	36	12	20									4				
		Addenda (1)	\$2,760	16	8	4									4				
		Design Clarifications	\$1,890	10	2	8													
		Material Substitutions	\$1,890	10	2	8													
03	32EXP	Bid Assistance Expenses	\$0	0															
Labor Totals:			\$147,581	738	82	90	68	150	152	24	8	24	24	16	36	16	38	6	4
					\$16,810	\$16,650	\$9,860	\$21,750	\$16,720	\$5,280	\$1,160	\$2,520	\$2,040	\$1,920	\$3,420	\$1,760	\$5,890	\$600	\$371

SUBCONSULTANTS		
<u>Subconsultant Name</u>	<u>Amount</u>	
Applied Professional Services Inc	\$704	BUDGET SUMMARY: <u>Phase 1 - Roberts Drive Design</u>
Cultural Resource Consultants, Inc.	\$3,603	

Client: City of Black Diamond
Project: Roberts Drive Reconstruction
Project No:

Burdened Rates:					<table><tr><td></td><td>Austin Fisher</td><td>Joseph R. Merth</td><td>Shane L. Brown</td><td>Alvin R. Valencia</td><td>Cameron J. Woodcock</td><td>Robert Murray</td><td>David A. Ironmonger</td><td>Scott D. Spees</td><td>Robert J. Spiers</td><td>Steven N. Sharpe</td><td>Amanda B. Lucas</td><td>Christy Pope</td><td>Michael S. Phelps</td><td>Craig A. Hailey Corp</td><td>Finance Project Accountant</td></tr><tr><td></td><td>Sr Consultant</td><td>Sr Engineer</td><td>Engineer IV</td><td>Designer IV</td><td>Engineer II</td><td>Sr Consultant</td><td>Sr Surveyor</td><td>Surveyor III</td><td>Surveyor II</td><td>CADD Tech Lead</td><td>Publications Specialist II</td><td>Project Controls Specialist</td><td>Sr Planner</td><td>Sr GIS Analyst Corp</td><td>Finance Project Accountant</td></tr><tr><td></td><td>\$205.00</td><td>\$185.00</td><td>\$145.00</td><td>\$145.00</td><td>\$110.00</td><td>\$220.00</td><td>\$145.00</td><td>\$105.00</td><td>\$85.00</td><td>\$120.00</td><td>\$95.00</td><td>\$110.00</td><td>\$155.00</td><td>\$100.00</td><td>\$92.63</td></tr></table>												Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hailey Corp	Finance Project Accountant		Sr Consultant	Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor	Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst Corp	Finance Project Accountant		\$205.00	\$185.00	\$145.00	\$145.00	\$110.00	\$220.00	\$145.00	\$105.00	\$85.00	\$120.00	\$95.00	\$110.00	\$155.00	\$100.00	\$92.63
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		Progress Reports	\$2,451	20	4									4	8				4																																												
Subconsultant Total:			\$4,307		Labor Cost \$106,751																																																										
					Subconsultants \$4,307																																																										
DIRECT EXPENSES:					Direct Expenses \$1,258																																																										
Description			Amount		Phase Total: \$112,315																																																										
B & W 8.5 x 11			\$450		Phase 3 - Bidding Assistance																																																										
B & W 11 x 17			\$100		Labor Cost \$6,540.00																																																										
Plotter Bond/Mylar			\$390		Subconsultants \$0.00																																																										
Mileage			\$140		Direct Expenses \$50.00																																																										
Wa Survey Vehicle			\$75		Phase Total: \$6,590.00																																																										
WA Survey Equipment			\$153																																																												
Expense Total:			\$1,308																																																												
Project Total:			\$118,906																																																												

Exhibit B

Parametrix Category Billing Rates - Effective Through September 30, 2015.

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$75	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$100
CADD Supervisor	12	\$120	Planner III	12	\$120
CADD Services Manager	14	\$130	Planner III	13	\$125
			Planner IV	14	\$135
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$135			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$155	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$175	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$120
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$155
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$175			
Sr. Engineer	17	\$185	Hydrogeologist I	10	\$95
Sr. Consultant	18	\$205	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$220	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$75	Sr. Hydrogeologist	16	\$170
Surveyor II	10	\$85	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$105			
Sr. Surveyor	12	\$120	GIS Technician	9	\$90
Sr. Surveyor	13	\$145	GIS Analyst	10	\$95
Survey Supervisor	14	\$150	Sr. GIS Analyst	11	\$100
Survey Prevailing Wage*					
			Graphic Artist	9	\$80
Construction Technician I	8/9	\$90	Sr. Graphic Artist	10	\$110
Construction Technician II	10	\$100			
Construction Technician III	11	\$120	Technical Aide	7	\$70
Construction Technician IV	12	\$130	Sr. Technical Aide	8	\$80
Sr. Construction Technician	13	\$140	Project Coordinator	9	\$95
Construction Manager I	11	\$110	Sr. Project Coordinator	10	\$100
Construction Manager II	12	\$130	Project Controls Specialist	11	\$110
Construction Manager III	13	\$135	Project Coordination Supervisor	11	\$110
Construction Manager IV	14	\$145			
Sr. Construction Manager	15	\$150	Project Accountant	7/8	\$85
Sr. Construction Manager	16	\$165	Project Accountant	9/10	\$90
Sr. Construction Manager	17	\$180	Sr. Project Accountant	10	\$100
Site Construction Manager	18	\$185	Sr. Accounting Specialist	10	\$100
			Sr. Contract Administrator	11	\$120
Operations Manager	16	\$155			
Operations Manager	17	\$175	Office Clerk	4	\$55
Operations Manager	18	\$185	Receptionist	6	\$65
Division Manager	17	\$195	Admin Assistant	6	\$65
Division Manager	18/19	\$210	Admin Assistant	7	\$70
Program Manager	19	\$220	Sr Admin Assistant	8	\$75
Program Manager	20	\$250	Sr Admin Assistant	9	\$90
Principal Consultant	19	\$230	Office Administrator	10	\$95
Principal Consultant	20	\$250	Sr. Office Administrator	11	\$110
Principal	19/20	\$220	Office Administrative Manager	12-14	\$130
Word Processor	7	\$70	Expert Witness		\$350
Sr. Word Processor	8	\$75			
Word Processing Specialist	9	\$95			
Technical Editor	10	\$105			
Word Proc Supervisor	10	\$105			
Word Proc Mgr/Editor	11	\$110			
Production Manager	11/12	\$130			

Direct project expenses and reproduction costs are billed at cost

Public hearing testimony services are billed at hourly rates plus 30%

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

**City of Black Diamond - Roberts Drive Pedestrian Improvements
Engineer's Opinion of Probable Cost**

Prepared by: Austin Fisher, PE

Checked by: Seth Boettcher, PE

ITEM NO.	SPEC #	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	1-04	Minor Change	1	EST	\$15,000	\$15,000
2	1-05	Surveying	1	LS	\$5,000	\$5,000
3	1-07	SPCC Plan	1	LS	\$1,500	\$1,500
4	1-07	Private Property Restoration	1	LS	\$1,000	\$1,000
5	1-09	Mobilization	1	LS	\$31,135	\$31,135
6	1-10	Project Temporary Traffic Control	1	LS	\$10,000	\$10,000
7	1-10	Flaggers and Spotters, min. Bid \$40	960	HR	\$46	\$44,160
8	2-01	Clearing and Grubbing	1	LS	\$2,500	\$2,500
9	2-02	Removal of Structure and Obstruction	1	LS	\$10,000	\$10,000
10	2-02	Removing Cement Conc. Pavement	250	SY	\$20	\$5,000
11	2-03	Roadway Excavation Incl. Haul	375	CY	\$15	\$5,625
12	2-03	Unsuitable Foundation Excavation Incl. Haul	50	CY	\$50	\$2,500
13	2-03	Select Borrow Incl. Haul	275	TON	\$25	\$6,875
14	4-04	Crushed Surfacing Top Course	120	TON	\$40	\$4,800
15	4-04	reservoir rock	200	TON	\$45	\$9,000
16	5-04	Planing Bituminous Pavement	1700	SY	\$5	\$8,500
17	5-04	Pervious HMA	100	TON	\$125	\$12,500
18	5-04	HMA Cl. 1/2" PG 64-22	125	TON	\$95	\$11,875
19	6-0X	Bridge Rehabilitation (Incl. Guardrail)	1	LS	\$40,000	\$40,000
20	6-0X	Pedestrian Bridge Complete	1	LS	\$37,000	\$37,000
21	6-20	Conc. Block Wall	800	SF	\$40	\$32,000
22	8-01	Erosion/Water Pollution Control	1	LS	\$5,000	\$5,000
23	8-01	Inlet Protection	4	EA	\$150	\$600
24	8-01	Silt Fence	600	LF	\$5	\$3,000
25	8-01	Seeding, Fertilizing, and Mulching	0.10	ACRE	\$5,000	\$500
26	8-04	Cement Conc. Traffic Curb	600	LF	\$18	\$10,800
27	8-04	Cement Conc. Pedestrian Curb	100	LF	\$7	\$700
28	8-06	Cement Conc. Driveway Entrance Type 1	40	SY	\$40	\$1,600
29	8-12	Chain Link Fence Type 6	300	LF	\$20	\$6,000
30	8-14	Cement Conc. Sidewalk	400	SY	\$25	\$10,000
31	8-14	Cement Conc. Curb Ramp Type Parallel Curb Ramp A	1	EA	\$2,500	\$2,500
32	8-14	Cement Conc. Curb Ramp Type Single Direction Curb Ramp A	1	EA	\$2,500	\$2,500
33	8-21	Permanent Signing	1	LS	\$1,000	\$1,000
34	8-22	Paint Line	1950	LF	\$1	\$1,950
35	8-22	Plastic Crosswalk Line	72	SF	\$5	\$360

Subtotal Estimated Construction = \$342,480

Construction Contingency @ 10% = \$34,248

Total Estimated Construction = \$376,727

August 6, 2013

Andy Williamson
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

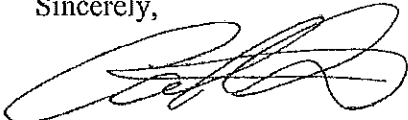
Re: Roberts Drive Reconstruction at Rock Creek

Dear Mr. Williamson,

BD Village Partners, LP ("YarrowBay") is supportive of a partnership approach with the City of Black Diamond for the reconstruction of Roberts Drive in the vicinity of Rock Creek. As you are aware, YarrowBay has an obligation to construct the Roberts Drive sidewalk and pedestrian connection over Rock Creek prior to the issuance of the certificate of occupancy for The Villages MPD Preliminary Plat 1A's 200th dwelling unit in accordance with the requirements of Section 11.6 of The Villages MPD Development Agreement and The Villages MPD Preliminary Plat 1A Condition of Approval No. 30. YarrowBay agrees that consolidating the Roberts Drive sidewalk and pedestrian connection with a larger city project is consistent with Section 11.6 of The Villages MPD Development Agreement, which provides that "The City and Master Developer shall work in good faith to seek grants and other funding mechanisms to construct this improvement." YarrowBay understands that its portion of the cost will be \$46,000 and that this amount may be due earlier than its obligation to construct the Roberts Drive sidewalk and pedestrian connection.

We appreciate the City looking for such partnership opportunities and look forward to being part of the solution to the City's roadway network.

Sincerely,



Colin Lund
Chief Entitlement Officer
YarrowBay

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-094 Resolution authorizing the Mayor to execute the Interlocal Agreement with King County for use of Electronic Fingerprint Capture Equipment	Agenda Date: October 16, 2014	
	AB14-094	
	Department/Committee/Individual	
	Mayor Dave Gordon	
	City Administrator –	
	City Attorney –	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Natural Resources/Parks – Aaron Nix	
Cost Impact: 0	Economic Devel. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	X
Timeline:	Court – Stephanie Metcalf	
	Comm. Dev. – Aaron Nix	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 14- 981; Proposed Interlocal Agreement		
<p>SUMMARY STATEMENT:</p> <p>King County’s regional fingerprint Identification System (AFIS) program is in the process of establishing an ILA with each agency in the county that provides law enforcement services. The ILA addresses use and maintenance of electronic fingerprint equipment provided to the agencies by the AFIS program. AFIS is funded through a King County property tax levy and is used to fund Livescans and Mobile ID devices throughout the county. This equipment is the means by which fingerprints are transmitted into the AFIS computer, resulting in positive identification of individuals.</p> <p>No ILA currently exists to address the use and maintenance of this equipment. The ILA essentially memorializes and clarifies expectations, responsibilities, and practices in place for many years at agencies already using Livescans.</p> <p>Fiscal Note: These is no fiscal impact since, the City of Black Diamond has already been using the AFIS system since January of 2010. This is just an ILA agreement needed to cover the use and maintenance of the equipment provided by King County AFIS program.</p>		
COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-981, authorizing the Mayor to execute the Interlocal Agreement with King County for use of Electronic Fingerprint Capture Equipment.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2014		

RESOLUTION NO. 14-981

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE THE
INTERLOCAL AGREEMENT WITH KING COUNTY FOR
USE OF ELECTRONIC FINGERPRINT CAPTURE
EQUIPMENT**

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, the Black Diamond Police Department has use the AFIS system since January, 2010; and

WHEREAS, the Department wishes to continue to use AFIS services through Electronic Fingerprint Capture Equipment including the necessary software and computer equipment, and system maintenance services;

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

Section 1. The City Council hereby authorizes the Mayor to execute an Interlocal Agreement with King County for use of Electronic Fingerprint Capture Equipment, 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 16TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF BLACK DIAMOND**

for use of

ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Black Diamond ("Agency"). The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

IV. AGENCY LIAISONS AND TRAINING

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

- 1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
- 2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
- 3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
- 4. Electrical work external to the Agency's FP Equipment;
- 5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
- 6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;
- 7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;

8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
 9. Cost of integrating any Agency system to the FP Equipment.
 10. Costs associated with moving FP Equipment.
 11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
 - D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
 - E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
 - F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
 - G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
 - H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
 - I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

VI. DURATION, TERMINATION AND AMENDMENT

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article 2, thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article 2, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Section III.M and N, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The Agency shall indemnify, defend and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of or in any way relating to the installation, maintenance or use of the County's FP Equipment including any claimed violation of any person's civil rights. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Agency shall defend the same at its sole cost and expense; provided, that, the County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- C. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- D. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the Agency's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the Agency of work, services, materials or supplies by Agency employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VIII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

IX. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

XII. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

KING COUNTY	AGENCY:
_____	_____
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	_____
TITLE OF PERSON SIGNING	NAME OF PERSON SIGNING
_____	_____
DATE SIGNED	TITLE OF PERSON SIGNING

	DATE SIGNED

EXHIBITS:

A: FP Equipment Requirements

B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A
FINGERPRINT EQUIPMENT
REQUIREMENTS

I. LIVESCAN SPECIFIC REQUIREMENTS

A. Environmental

The County shall provide an Uninterruptible Power Supply ("UPS") to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.

B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency's fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

III. QUALITY CONTROL

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

IV. NETWORKING

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

V. SECURITY

A. Roles and Responsibilities

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

C. Physical Security

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

EXHIBIT B



BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY King County Regional Automated Fingerprint Identification System (AFIS)

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-095 Resolution adopting a policy for unpaid holidays for reasons of faith or conscience	Agenda Date: October 16, 2014	
	AB14-095	
	Department/Committee/Individual	
	Mayor Dave Gordon	
	City Administrator –	
	City Attorney –Carol Morris	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
Cost Impact: 0	Economic Devel. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	X
Timeline:	Court – Stephanie Metcalf	
	Comm. Dev. – Aaron Nix	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 14-982; Exhibit A		
<p>SUMMARY STATEMENT:</p> <p>On March 31, Governor Inslee signed into law a bill giving public employees two unpaid religious holidays per calendar year. SB 5173 was designed to provide flexibility to employees of faiths like Islam or Judaism whose holy days do not fall on legal holidays. SB 5173 amends RCW 1.16.050, which defines legal holidays recognized by the state of Washington. RCW 1.16.050 previously granted “employees of the state and its political subdivisions” one paid floating holiday per calendar year in addition to the legal holidays mentioned above. SB 5173 adds two additional unpaid holidays for religious purposes. The bill took effect June 12, 2014.</p> <p>The attached policy reflects this new legislation. During updates to the City’s Personnel Manual the City will at that time incorporate this policy into the manual.</p> <p>FISCAL NOTE (Finance Department): There is no fiscal impact to this City.</p>		
COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 14-982, adopting a policy for unpaid holidays for reasons of faith or conscience.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2013		

RESOLUTION NO. 14-982

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ADOPTING A POLICY FOR UNPAID HOLIDAYS FOR
REASONS OF FAITH OR CONSCIENCE**

WHEREAS, the City Council finds that Legislation (SSB 5173) passed during the 2014 session entitles local and state government employees to two unpaid holidays per calendar year “for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization”; and

WHEREAS, employees may select the specific days to take as unpaid holidays under this new law after consulting with his/her supervisor and under the guidelines adopted by local ordinance or resolution; and

WHEREAS, the employer must allow the employee to take these specific days as unpaid leave unless his or her absence on these days would impose an undue hardship on the employer or the employee is necessary to maintain public safety; and

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

Section 1. The City Council hereby adopts Exhibit A as the City’s Unpaid Holidays for Reasons of Faith or Conscience Policy.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

EXHIBIT 'A'

UNPAID HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term 'undue hardship' has the meaning contained in the rule established by the Office of Financial Management.

If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee's supervisor a minimum of 14 calendar days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee's supervisor. The employee's supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any of a qualified substitute, and consideration of the means of 'undue hardship' developed by rule of the Office of Financial Management.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: AB14-096 Resolution regarding changes to the By-Laws and Interlocal Agreement to the Cities Insurance Association of Washington (CIAW)	Agenda Date: October 16, 2014	
	AB14-096	
	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):		
Fund Source:		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution No. 14-983; CIAW By-Laws and Interlocal Agreement		
SUMMARY STATEMENT: <p>Currently the City's liability and property coverage is provided through Cities Insurance Association of Washington (CIAW) and the Board of Directors for CIAW approved in July the proposed date change to change their fiscal year. Their fiscal year was September 1st through August 31 and starting with the upcoming 2014-2105 coverage term the fiscal year for the Association will be December 1st through November 30th.</p> <p>With this change an endorsement will be added to the current Memorandum of Coverage (MOC) extending coverage to the new renewal date of December 1, 2014 and the City was invoiced separately for this three month extension period. The extension invoice was calculated using existing 2013-14 rates and current exposures, prorated for three months and the invoice amount for Black Diamond is \$32,714.50.</p> <p>You will also notice that with this date change the withdrawal notification date as changed as well. A member may withdraw only at the end of the Associations fiscal year (November 30th) and only after it has given the Association written notice prior to December 1 of the preceding calendar year of its decision to withdraw from this Agreement.</p> <p>FISCAL NOTE (Finance Department): The CIAW Insurance change of fiscal dates will result in a one-time additional three month extension amount of \$32,714.50 in 2014. This additional amount will be split between the General Fund and Public Works Funds and will require a 2014 budget change before December 31, 2014. The amount has been included as an estimated expenditure in 2014 Financial Reports and in estimates for Beginning Fund balances for the 2015 Budget. The 2015 Budget and future Budgets will be for the new 12 month fiscal period.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: <p>The Finance Committee Reviewed and one Finance Committee member signed for approval of the invoice for the three month CIAW Insurance extension at their September 25, 2014 meeting.</p>		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 14-983, regarding changes to the By-Laws and Interlocal Agreement to the Cities Insurance Association of Washington (CIAW).**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 16, 2014		

RESOLUTION NO. 14-983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING CHANGES TO THE BY-LAWS AND INTERLOCAL AGREEMENT TO THE CITIES INSURANCE ASSOCIATION OF WASHINGTON (CIAW)

WHEREAS, the City of Black Diamond is a member of the Cities Insurance Association of Washington (CIAW); and

WHEREAS, the Cities Insurance Association of Washington (CIAW) is authorized under RCW 48.62 to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, and jointly purchase excess insurance, or reinsurance, as well as jointly utilize administrative other services; and

WHEREAS, the CIAW wishes to change its fiscal year; and

WHEREAS, the Board of Directors at their regular meeting on June 9, 2014 voted to notify its Members, as well as the Washington State Department of Enterprise Services of a meeting on July 21st, 2014 to vote on said Amendment to the By-Laws and Interlocal Agreement to change the fiscal year; and

WHEREAS, the Board of Directors at their regular meeting on July 21, 2014 conducted said vote and the Amendments to the By-Laws and Interlocal Agreement were approved by the membership;

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

Section 1. Article 14 of the By-Laws is amended to read as follows:

Article 14 Fiscal Year

The fiscal year of the corporation shall be from ~~September 1st through August 31st~~, to **December 1st through November 30th**, of the next calendar year, or as set by the Board of Directors.

Section 2. Section 3.8.11 of the Interlocal Agreement is amended to read as follows:

3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget of the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from ~~September 1st through August 31st~~ **December 1st through November 30th** of the next calendar year. The Board of Directors shall determine the estimated expenses and cost to be incurred by the Associations for the next fiscal year and shall

adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole: (1) beginning and ending unreserved fund balance, (2) anticipated revenue in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members or Associates. All payments due the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

Section 3. Section 3.13 withdrawal. A Member may withdraw only at the end of the Associations fiscal year (~~August 31st~~) (**November 30th**) and only after it has given the Association written notice prior to ~~September~~ **December 1** of the preceding calendar year of its decision to withdraw from this Agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF OCTOBER, 2014.

CITY OF BLACK DIAMOND:

Dave Gordon, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: October 16, 2014	AB14-097
AB14-097 Ordinance No. 14 1036, relating to land use and zoning, adopting findings of fact to support a six-month moratorium on the acceptance of applications for new development within the MPD District, exempting certain property and applications.	Mayor Dave Gordon	
	City Administrator	
	City Attorney Carol Morris	X
	City Clerk – Brenda L. Martinez	
	Community Dev/NR – Aaron Nix	
	Finance – May Miller	
	Ec Dev/MDRT – Andy Williamson	
Cost Impact (see also Fiscal Note): N/A	Parks/Natural Resources – Aaron Nix	
Fund Source: N/A	Police – Chief Kiblinger	
Timeline:	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance No. 14-1036		
SUMMARY STATEMENT: <p>On August 21, 2014, the Council adopted Ordinance No. 14-1034 and extending a moratorium on the acceptance of applications for new development within the Master Planned Development district, (excluding any applications subject to the development agreements approved for The Villages and Lawson Hills); defined the applications subject to the moratorium, directed staff to set a date for a public hearing within the next sixty days, established six months as the tentative effective period until the council public hearing on the continued maintenance of the moratorium.</p> <p>At the October 2, 2014 meeting Council conducted a public hearing on the moratorium and directed staff to prepare findings of fact. The new ordinance contains findings of fact which support the moratorium's continued maintenance. This moratorium is authorized pursuant to RCW 35A.63.220 and RCW 36.70A.390.</p> <p>FISCAL NOTE (Finance Department): N/A</p> <p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: n/a</p>		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 14-1036, relating to land use and zoning, adopting findings of fact to support a six-month moratorium on the acceptance of applications for new development within the Master Planned Development (MPD) district, exempting certain property and applications.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
October 16, 2014		

ORDINANCE NO. 14-1036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING FINDINGS AND CONCLUSIONS FOR THE EXTENSION OF A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT WITHIN THE MASTER PLANNED DEVELOPMENT (MPD) DISTRICT, EXCLUDING ANY APPLICATIONS SUBJECT TO THE DEVELOPMENT AGREEMENTS APPROVED FOR THE MPD DEVELOPMENTS ENTITLED THE VILLAGES AND LAWSON HILLS, SUCH EXTENSION FOR SIX MONTHS AFTER THE ADOPTION OF ORDINANCE 14-1034, ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 1, 2014, the City adopted Ordinance 14-1025, which imposed a six-month moratorium on the City's acceptance of certain applications for development for property zoned Master Planned Development ("MPD"); and

WHEREAS, on August 21, 2014, the City Council adopted Ordinance 14-1034, extending the moratorium for another six months; and

WHEREAS, on October 2, 2014, the City Council held a public hearing on the continued maintenance of this moratorium for the six month period established in Ordinance 14-1034; and

WHEREAS, after this public hearing, the Council voted to extend the existing moratorium on the acceptance of development applications for any "development activity," "development permit" or "project permit" as defined below, for any property within the Master Plan Development (MPD) district (excluding any applications subject to the development agreements approved for the Villages and Lawson Hills developments), as shown on the City's Official Zoning Map, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference for another six months; Now, therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Findings. A public hearing was held by the City Council on the moratorium extension in Ordinance 14-1034. Here is a summary of the testimony received during that hearing:

Carol Morris. City Attorney Carol Morris summarized the need for the moratorium as follows: (1) the City's ordinance on Master Planned Developments is basically an ordinance for planned unit developments (or "PUD"), which is an alternative zoning method to traditional lot-by-lot zoning, sometimes called cluster zoning; (2) normally, a PUD is an "overlay" to the underlying zoning that has been adopted for the property; (3) PUD ordinances allow specific variations from the underlying zoning in exchange for certain amenities that provide a benefit to the public; (4) a review of the City's MPD ordinance discloses that there is no underlying zoning district and the development regulations applicable to the property are identified for the first time in a development agreement, which procedure avoids the normal procedure and public notice requirements for the adoption of development regulations; and (5) the City has adopted a new development agreement ordinance that does not allow the adoption of new development regulations through the use of a development agreement. Based on these facts, the City plans to change the procedure to allow for the City Council's consideration of an ordinance establishing the zoning for the subject property, as well as a planned unit development ordinance.

The moratorium needed to be extended because there has been significant personnel turnover and budget changes at the City of Black Diamond. As a result, the MPD moratorium was not addressed during the first six months, but is now a priority.

Proposal by Palmer Coking Coal. In a previous hearing, the Council specifically exempted any tree cutting or forest practice activities (identified in Black Diamond Municipal Code Section 19.30.050(F) from this moratorium.

2. Council Deliberations. The Council voted to continue the moratorium.

3. Moratorium Continued. The City Council hereby continues the six-month moratorium adopted on August 21, 2014 in Ordinance 14-1034, on the acceptance of all non-exempt development permit applications (as defined in that Ordinance) for development activities on property located within the MPD zone, as such property is shown on the map attached to Ordinance 14-1034 as Exhibit A, which is derived from the City's Official Zoning Map. All such non-exempt applications shall be rejected and returned to the applicant. The moratorium imposed by Ordinance 14-1034 shall not prevent any property owner from submitting an application for an exemption under BDMC Section 19.30.050(F). With regard to the City's acceptance of any such application for an exemption under BDMC Section 19.30.050(F), the City's acceptance shall allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Publication and Effective Date. This Ordinance shall be published by an approved summary consisting of the title. This ordinance shall be effective five days after publication, as provided by law.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, this
16th day of October, 2014.

CITY OF BLACK DIAMOND

Mayor Dave Gordon

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: