



**CITY OF BLACK DIAMOND**  
**September 17, 2015 Regular Business Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

**7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

**CONSENT AGENDA:**

- 1) **Claim Checks** – September 17, 2015, No. 42673 through No. 42735 and EFTs in the amount of \$170,388.76
- 2) **Payroll** - No. 18656 through No. 18679 (voids 18658, 18664) and ACH payment in the amount of \$268,719.01
- 3) **Minutes** – Tri City Meeting of May 27, 2015, Special Meeting of July 16, 2015, Council Meeting of September 3, 2015

**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:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- 4) **AB15-062** – Resolution Adopting Interlocal Agreement with Association of Washington Cities Risk Management Service Agency Regarding Membership Mayor Benson
- 5) **AB15-063** – Resolution Amending Fee Schedule Ms. Miller
- 6) **AB15-064** – Resolution Authorizing Agreement with Invoice Cloud Ms. Miller
- 7) **AB15-065** – Resolution Approving Grant Agreement for the Downtown AC Watermain Replacement and Looping Project Mr. Boettcher

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

A. Council Standing Committees and Regional Committees

- Councilmember Deady – Chair – Public Safety Committee; Budget, Finance and Administration Committee; Domestic Violence Committee

- Councilmember Morgan – Planning and Community Service Committee; Cemetery and Parks Committee; Water Resource Inventory Area Committee (WRIA 9)
- Councilmember Edelman – Chair - Budget, Finance, Administration Committee; Chair - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Goodwin – Cemetery and Parks Committee; Public Works Committee
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

## **BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT**

**September 17, 2015**

### **Special Meeting Agenda**

25510 Lawson St., Black Diamond, Washington

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**NEW BUSINESS:**

**1) AB15-001** – Resolution Adopting Material Change Policy

Mr. Boettcher

**2) AB15-002** – Resolution Setting \$20 License Tab Fee

Mr. Boettcher

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-062</b>  <b>Resolution authorizing the Mayor to execute an Interlocal Agreement with Association of Washington Cities Risk Management Service Agency regarding membership</b> Cost Impact (see also Fiscal Note): Fund Source: --All Funds Timeline: December 1, 2015	<b>Agenda Date: September 17, 2015</b>	
	<b>AB15-062</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 15-1042, Interlocal Agreement; Quote Emails</b>		
<b>SUMMARY STATEMENT:</b>  Currently the City belongs to the insurance pool of Cities Insurance Association of Washington (CIAW). In November of 2014 staff notified CIAW of the City's intent to withdraw from this pool. Staff solicited quotes from Washington Cities Insurance Authority (WCIA) and Association of Washington Cities (AWC) Risk Management Service Agency (RMSA). The City received one quote back from AWC RMSA as WCIA declined coverage at that time.  Council held a work session this year to hear from AWC RMSA regarding their pool and the types of coverage and programs offered. There was Council consensus to move in the direction of having AWC RMSA provide an interlocal agreement for the Council to consider.  <b>FISCAL NOTE (Finance Department):</b> The quote we received from AWC RMSA in July 2014 is lower than what we are currently paying for insurance coverage. Our current policy with CIAW will expire on December 1, 2015, so we will need an extra month covering December 2015 from AWC RMSA for the current year. The December 2015 coverage will require a budget change for an extra month's coverage in the 2015 budget. It is anticipated that the amount for 2016 will be within the amount budgeted, but the total will not be known until AWC RMSA has updated their estimate for 2016.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Finance Committee reviewed this item at their September 10, 2015 meeting and recommended forwarding on to Council for their approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1042, regarding membership in the Association of Washington Cities Risk Management Service Agency.</b>		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 10, 2015		



**RESOLUTION NO. 15-1042**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
REGARDING MEMBERSHIP IN THE ASSOCIATION OF  
WASHINGTON CITIES (AWC) RISK MANAGEMENT  
SERVICE AGENCY (RMSA)**

**WHEREAS**, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) offers pooled self-insurance providing cost stability and the potential for long-term savings; and

**WHEREAS**, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

**WHEREAS**, the City of Black Diamond has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for compliance with the Charter and Ordinances; or both, of the City of Black Diamond; and

**WHEREAS**, the City of Black Diamond acknowledges that after becoming a member of the AWC RMSA, the City of Black Diamond shall be subject to assessments and any future reassessments as required by the AWC RMSA; and

**WHEREAS**, the City of Black Diamond concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

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

**Section 1.** The City of Black Diamond does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Black Diamond and the AWC RMSA.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk



Association of Washington Cities  
Risk Management Service Agency

## Interlocal Agreement

### **City of Black Diamond**

AWC RMSA, 1076 Franklin St. SE, Olympia, WA 98501-1346  
Phone (800) 562-8981 \* Fax (360) 753-0148

**INTERLOCAL AGREEMENT OF  
THE ASSOCIATION OF WASHINGTON CITIES  
RISK MANAGEMENT SERVICE AGENCY  
(AWC-RMSA)**

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# **INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY**

## **PREAMBLE**

**THIS AGREEMENT** is made and entered into in the State of Washington by and among the members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

## **RECITALS**

**WHEREAS**, Ch. 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

**WHEREAS**, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

**WHEREAS**, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

**WHEREAS**, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and

**WHEREAS**, it appears economically feasible and practical for the parties to this Agreement to do so;

**NOW, THEREFORE**, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

## **ARTICLE 1 Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides third party administration (TPA) services to the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Assessment"** shall mean the moneys paid by the members to the Agency.
- 1.4 **"Association"** shall mean the Association of Washington Cities.
- 1.5 **"Board of Directors"** or **"Board"** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

- 1.6 **"Claims"** shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.
- 1.7 **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.8 **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.9 **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.10 **"Joint Protection Program"** shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.
- 1.11 **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.12 **"Operating Committee"** shall mean the standing committee of the Agency.
- 1.13 **"Signatory"** or **"Signatories"** shall mean those parties who sign this Agreement, including execution by Counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

## **ARTICLE 2**

### **Purposes**

- 2.1 This Agreement is entered into by the Members to provide for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint Protection Program wherein the Members will engage in certain activities, including but not limited to the following:
  - 2.1.1 Pool their losses and Claims;
  - 2.1.2 Jointly purchase Excess Insurance; and
  - 2.1.3 Jointly purchase administrative and other services including:
    - 2.1.1.1 Claims adjusting;
    - 2.1.1.2 Data processing;
    - 2.1.1.3 Risk management consulting;
    - 2.1.1.4 Loss prevention;

2.1.1.5 Legal; and

2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and members of the Agency, subject to approval by the Board of Directors.

2.3 It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Agency may, at the discretion of its Directors, contract with non-member Local Government Entities in the State of Washington.

### **Article 3 Agency Offices**

3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 South Franklin, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

### **ARTICLE 4 Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

### **ARTICLE 5 Term of Agreement**

This Agreement shall become effective on January 1, 2010, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

### **ARTICLE 6 Financial Obligations of Agency**

Pursuant to Ch. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party to this Agreement.

### **ARTICLE 7 Powers of the Agency**

7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

7.1.1 Contract or otherwise provide for risk management and loss control services;



- 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
  - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
  - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
  - 7.1.5 Incur debts, liabilities, or obligations;
  - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
  - 7.1.7 Sue and be sued in its own name;
  - 7.1.8 Hire employees and agents; and
  - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

## **ARTICLE 8**

### **The Board of Directors and their Powers and Responsibilities**

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of Directors  
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by Directors  
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this Interlocal Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors  
The Board of Directors of the Agency shall have the following powers and functions:
  - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
  - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.  
  
The Board shall receive and review periodic accountings of all funds of the Agency.
  - 8.4.3 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the assessment rate to be charged to the members of the Agency.
  - 8.4.4 The Board shall review, modify if necessary, and approve the Joint Protection Program (JPP), which identifies Agency and Member coverages, the Agency's Bylaws, and manuals.

- 8.4.5 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.6 The Board shall determine and select all necessary Insurance, including Excess Insurance, necessary to carry out the Joint Protection Program of the Agency.
- 8.4.7 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an administrative agent, claims adjusting, loss control, risk management consulting services, independent actuary services, independent claims auditing services, and general counsel.
- 8.4.8 The Board shall have such other powers and functions as are provided for in this Agreement or those which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

## **ARTICLE 9**

### **Operating Committee**

The Operating Committee shall consist of nine (9) representatives from Member entities participating in the Agency. All members of the Operating Committee shall be appointed officials not elected officials. It is the Board's intent that the committee assists the Board and/or the Administrative Agent, with the operations of the Agency and to keep the Board advised on all aspects of Agency operations including professional standards.

## **ARTICLE 10**

### **Coverage**

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may arrange purchase of a group policy for Members interested in obtaining additional types or limits of coverage at additional cost to those participating Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

## **ARTICLE 11**

### **Bond Requirements**

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

## **ARTICLE 12**

### **Responsibility of the Agency**

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage and other insurance, such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;

- 12.3 Provide loss prevention, safety, and consulting services to Members as required;
- 12.4 Provide Claims adjusting and subrogation services for Claims covered by the Agency's Joint Protection Program;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and Insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the administrative agency, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW 48.62 and WAC 82-60; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

### **ARTICLE 13**

#### **Responsibilities of Members**

Members shall have the following responsibilities:

- 13.1 All Agency members must maintain membership in the Association of Washington Cities.
- 13.2 Each member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency as to risk management.
- 13.3 Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Agency concerning the development and implementation of a loss control policy to prevent unsafe practice(s).
- 13.4 Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.
- 13.5 Each Member shall promptly pay its assessment and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any additional assessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the Joint Protection Program under this Agreement.

- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, rules, and regulations adopted by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal agreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.

#### **ARTICLE 14**

##### **New Members**

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement, and to the Joint Protection Program. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Directors shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their assessment.

#### **ARTICLE 15**

##### **Defense of Agents**

For purposes of this article, "agent" means any person who is or was: a Director, an Operating Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.

- 15.1 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

#### **ARTICLE 16**

##### **Withdrawal**

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of any Fiscal Year, provided it has given the Agency a 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where it presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.

**ARTICLE 17**  
**Termination by Agency**

- 17.1 The Agency shall have the right to terminate any Member's participation in the Joint Protection Program upon a motion approved by three-quarters (75%) vote of the entire Board of Directors. The Board of Directors may, prior to taking action on such a motion, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including failure to: comply with a written condition, disregard of safety or risk management standards, noncompliance with any provision of this Interlocal and/or the Bylaws of the Agency.
- 17.2 Any Member so cancelled shall be given one hundred eighty (180) days notice prior to the effective date of the cancellation. Any Member so cancelled shall have a period of up to six (6) months coverage under the terms of this or may affect alternate insurance or self-insurance arrangements if it so desires. Any Member so cancelled shall be treated as if it had voluntarily withdrawn.

**ARTICLE 18**  
**Effect of Withdrawal or Termination**

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same.
- 18.2 No Member by withdrawing shall be entitled to payment or return of any assessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal of any Member shall not terminate its responsibility to contribute its share or assessment or funds to any fund or Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 Any withdrawing or terminated Member shall not be permitted to rejoin the Agency for a period of three (3) years.

**ARTICLE 19**  
**Termination and Distribution**

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such winding up and liquidation, including the power to require Members, including those which are Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional assessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agreement shall be distributed only among the parties that are Members of the Joint Protection Program, in accordance with and proportionate to their cash payments and property contributions made during the term of this

Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

- 19.3 The Board is vested with all powers of the Agency for the purpose of winding up and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

## **ARTICLE 20**

### **Bylaws and Manual**

The Board has developed Agency Bylaws and a policy and procedure manual that governs the day-to-day operations of the Agency. Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.

## **ARTICLE 21**

### **Notices**

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

## **ARTICLE 22**

### **Amendment**

This Agreement may be amended at any time by the written approval of three-quarters (75%) of all Members of the Agency.

## **ARTICLE 23**

### **Enforcement**

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

## **ARTICLE 24**

### **Prohibition Against Assignment**

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

## **ARTICLE 25**

### **Severability**

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

**ARTICLE 26**  
**Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 27**  
**Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

**ARTICLE 28**  
**Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)  
Risk Management Service Agency (RMSA)

City of Black Diamond

By \_\_\_\_\_  
AWC CEO

By \_\_\_\_\_  
Signature

\_\_\_\_\_, Mayor  
(Printed name)

\_\_\_\_\_  
(Date)

## Brenda Martinez

---

**From:** Derek Bryan <derekb@awcnet.org>  
**Sent:** Thursday, June 26, 2014 8:53 AM  
**To:** Brenda Martinez  
**Subject:** RE: Insurance Quote - AWC Risk Management  
**Attachments:** Base Quote Sheet- Black Diamond.pdf

Hi Brenda-

Thanks again for your patience while we reviewed the application and materials you submitted. We've also been working with an independent actuary firm to obtain an analysis of the 5-year loss run you had also sent, and this is taking a bit more time because of their schedules and I apologize for that. If the analysis changes the cost of membership, I will provide that to you as soon as I have it.

I will continue to pester them for their completed review, but I also have attached for you a base rate quote, based on the information provided, which does not include any consideration for the loss history. We always like to have the most accurate information when providing the quote, but I also know that time is important because if the City decides to withdraw from their current pool, CIAW, they will need to do so by August 31, in order to begin with the AWC RMSA on 9/1/15.

As you can see, the quote of **\$138,216**, is with zero deductibles, except for flood, earthquake and equipment breakdown. When comparing this to your current costs, you should include any payments made for deductibles as part of the City's insurance costs with CIAW. Also, the optional prior act endorsement coverage is something we can talk more about, it is an inexpensive coverage and we highly recommend it as it covers the City for any claims submitted after you join the AWC RMSA, but which occurred prior to joining. Please also know that this quote is based on current reported worker hours and total insured values (TIV), but can change from year-to-year as the information changes.

I hope this information is helpful in the City deciding if an in-person meeting would be beneficial. If so, I would be happy to confirm a date for a visit which allows time for the City to make a decision about withdrawing from CIAW and joining the AWC RMSA. When comparing the costs, we really think you will find that with the coverages and multitude of additional services offered, AWC RMSA is a great risk pool to consider.

Thanks again and I look forward to talking soon!

### Derek Bryan

RMSA Program Manager

Member Pooling Programs

Association of Washington Cities

1076 Franklin St SE Olympia, WA 98501-1346

(360) 753-4137 (office)

(800) 562-8981 (toll free)

[derekb@awcnet.org](mailto:derekb@awcnet.org)

*Save the date! **AWC Member Expo**, October 29-30, Chelan*





# Risk Management

SERVICE AGENCY

## Assessment

## 2014 Assessment for the City of Black Diamond

Below is a breakdown of the cost to join the AWC RMSA Program. This rate is based on \$10 million liability coverage limit and \$250 million in property coverage.

While AWC RMSA has no deductibles, with the exception of earthquake, flood and equipment breakdown, our members do have the option to reduce the annual contribution by applying a selected liability and/or property deductibles.

Exposure	
Work hours	51,381
Property values (\$000)	\$16,055

Estimated Assessment	
No Property Deductible	\$138,216
\$1,000 Property Deductible	\$137,210
\$5,000 Property Deductible	\$135,198
\$10,000 Property Deductible	\$133,998

*\*The Total Assessment was provided based on the information received at the time of quote and is based on current year rating criteria. The premium is subject to change with the final submission and subject to AWC RMSA Board Member approval. The amount applies to the coverage year quoted.*

## Optional Coverage

To make a seamless transition from the claims-made policy to an occurrence-based policy we offer a Prior Act Endorsement which provides for a one-time purchase of optional coverage. This endorsement provides an extension of coverage for claims which occurred prior to the expiration of the prior policy but are reported after that policy has expired.

Prior Act Endorsement	
Claim extension - 1 year	Quote available
Claim extension - 2 year	Quote available
Claim extension - 3 year	Quote available

Security  
Stability  
Service

## Brenda Martinez

---

**From:** Derek Bryan <derekb@awcnet.org>  
**Sent:** Wednesday, July 09, 2014 8:33 AM  
**To:** Brenda Martinez  
**Subject:** RE: Insurance Quote - AWC Risk Management  
**Attachments:** 4-Withdrawal Letter Sample.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Brenda-

I hope your summer is going well so far. It took some time for the actuary firm we use to get back to us with an analysis of the City's loss run, but the good news is it resulted in a reduction in the previous quote we gave by almost \$4,000, to **\$134,373**.

I hope this helps when you are evaluating if it would make sense for the City to consider joining the AWC RMSA pool. If nothing else, it may be enough for the City to submit the required letter to their current pool, informing them of the intent to withdraw, which must be received one-year in advance of withdrawing, or August 31. Often a City will submit their letter which allows them the following year to further evaluate this. I've attached a sample letter if it's something you decide to do.

If you need anything else from us to help as you consider the AWC RMSA, please don't hesitate to call or respond. If you still would like me to come out to present to your Mayor and/or Council so they can make an informed decision by the end of August, I would be happy to do so.

Thanks again!

**Derek Bryan**  
RMSA Program Manager  
Member Pooling Programs  
Association of Washington Cities  
*Save the date!* **AWC Member Expo**, October 29-30, Chelan

---

**From:** Derek Bryan  
**Sent:** Thursday, June 26, 2014 8:53 AM  
**To:** 'Brenda Martinez'  
**Subject:** RE: Insurance Quote - AWC Risk Management

Hi Brenda-

Thanks again for your patience while we reviewed the application and materials you submitted. We've also been working with an independent actuary firm to obtain an analysis of the 5-year loss run you had also sent, and this is taking a bit more time because of their schedules and I apologize for that. If the analysis changes the cost of membership, I will provide that to you as soon as I have it.

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because if the City decides to withdraw from their current pool, CIAW, they will need to do so by August 31, in order to begin with the AWC RMSA on 9/1/15.

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Thanks again and I look forward to talking soon!

**Derek Bryan**

RMSA Program Manager

Member Pooling Programs

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1076 Franklin St SE Olympia, WA 98501-1346

(360) 753-4137 (office)

(800) 562-8981 (toll free)

[derekb@awcnet.org](mailto:derekb@awcnet.org)

*Save the date!* **AWC Member Expo**, October 29-30, Chelan

## Brenda Martinez

---

**From:** Derek Bryan <derekb@awcnet.org>  
**Sent:** Wednesday, July 15, 2015 10:16 AM  
**To:** Brenda Martinez  
**Subject:** Facility Use Agreement  
**Attachments:** Facility Use Agreement Form Sample.docx

Hi Brenda-

Thanks for calling and letting us know the City has decided to move forward with membership in the AWC RMSA. This is great news and we're all excited to have the City join and to work with you and your staff. As discussed, Caitlin will send you out a packet of membership documents with an explanation as to the process.

Also, you had mentioned the City leasing/renting out its community center gymnasium to people or groups and were working on a lease agreement. We would be happy to take a look at what you have and, as promised, I've attached a sample document we provide members to use as well. I'm sure between what you have and the attached sample, that you will be able to finalize something for the City to use.

Thanks again for the call and for choosing our pool. I look forward to talking again soon.

### Derek Bryan

RMSA Program Manager  
Member Pooling Programs  
Association of Washington Cities

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**From:** Brenda Martinez [<mailto:BMartinez@ci.blackdiamond.wa.us>]  
**Sent:** Thursday, May 14, 2015 8:28 PM  
**To:** Derek Bryan  
**Subject:** RE: Council Chambers Address

Hi Derek

Nice job - I think the presentation went very well. I'll be in touch with any decision that is made.

Thanks,

**Brenda L. Martinez**  
City of Black Diamond

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---

**From:** Derek Bryan [<mailto:derekb@awcnet.org>]  
**Sent:** Wednesday, May 13, 2015 4:20 PM

**To:** Brenda Martinez  
**Subject:** RE: Council Chambers Address

Thanks, Brenda. See you tomorrow evening!

**Derek Bryan**  
RMSA Program Manager  
Member Pooling Programs  
Association of Washington Cities

*Disclaimer: Public documents and records are available to the public as provided under the Washington State Public Records Act (RCW 42.56). This e-mail may be considered subject to the Public Records Act and may be disclosed to a third-party requestor.*

---

**From:** Brenda Martinez [<mailto:BMartinez@ci.blackdiamond.wa.us>]  
**Sent:** Wednesday, May 13, 2015 2:56 PM  
**To:** Derek Bryan  
**Subject:** Council Chambers Address

Hi Derek:

The Council Chambers is located at 25510 Lawson Street and the meeting starts at 6:00 p.m.

See you there.

***Brenda L. Martinez, CMC***  
City Clerk/Human Resource Manager  
City of Black Diamond  
PO Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010  
Phone: 360-886-5700  
Fax: 360-886-2592  
Email: [bmartinez@ci.blackdiamond.wa.us](mailto:bmartinez@ci.blackdiamond.wa.us)

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# FACILITY USE AGREEMENT - Sample

## Application to Use <Insert Agency Name> Facilities

The <Insert Agency Name> wishes to encourage use of <Insert Agency Name> facilities by the community as long as use is lawful purpose and does not interfere with the conduct of the <Insert Agency Name>'s programs, the primary purpose of which the buildings and grounds are intended. Community use of facilities is subject to the terms of <Insert Agency Name>'s Policy and Procedures and the current schedule of user fees. Funds may be charged for use of <Insert Agency Name> facilities to ensure that funds are intended for the promotion of community services and are not used for other purposes. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the <Insert Agency Name>'s interests, or due to the level of previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, religion or national origin.

NAME OF ORGANIZATION: \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ NUMBER OF PARTICIPANTS \_\_\_\_\_

ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_

NATURE AND PURPOSE OF  
ACTIVITY \_\_\_\_\_

SPECIFIC FACILITY REQUESTED  
\_\_\_\_\_

DATE(S) TO BE USED \_\_\_\_\_

TIMES OF DAY/EVENING: FROM \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM

WILL ADMISSION BE CHARGED? Yes No

WILL CUSTODIAN SERVICES BE NEEDED? Yes No

(Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED: ☐ Chairs ☐ Tables ☐ Flag ☐ Podium ☐ Screen ☐  
Microphone ☐ Projector ☐ Other: \_\_\_\_\_

---

**FACILITY RENTAL FEES** will be determined by the latest established rental rates. Payments of charges shown on the application form are to be made to the <Insert Agency Name> within 30 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The <Insert Agency Name> reserves the right to require and charge for custodial and/or other authorized <Insert Agency Name> employees to be on the premises.

---

**AGREEMENT TO INDEMNIFY.** FACILITY USER shall indemnify the City/Town <insert> from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Facility by FACILITY USER, its agents, servants, employees or invitees. In the event of any claims made or suits filed AGAINST THE City/Town <insert>, the City/Town <insert> may, at its option, require the FACILITY USER to resist or defend such action or proceeding at the FACILITY USER's own cost and expense by counsel reasonably satisfactory to the City/Town <insert>.

**INSURANCE.** FACILITY USER shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Facility User remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate.

If alcohol is being served, the FACILITY USER shall provide proof of Host Liquor Liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If alcohol is being sold, or if the FACILITY USER is required to obtain a liquor license from the Washington Liquor Control Board, the FACILITY USER shall provide proof of Liquor Legal Liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

The FACILITY USER'S insurance shall be primary and written on an "occurrence form", with a company that has a current A.M. Best rating of at least "A VII" or better, and licensed to do business in the State of Washington. The City/Town <insert> shall be named by endorsement as an additional insured on all such general liability policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to City/Town <insert>. FACILITY USER shall provide City/Town <insert> with a certificate or certificates of such insurance, including the required endorsements within ten (10) days of the execution of this Agreement.

The <INSERT> insurance coverage shall be primary insurance as respect the City/Town <insert>. Any Insurance, self-insurance, or insurance pool coverage maintained by the City/Town <insert> shall be excess of the FACILITY USER'S insurance and shall not contribute with it.

The City/Town <insert> shall not waiver the City/Town <insert>'s right to subrogation against the FACILITY USER'S insurance coverage.

***I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:***

**SIGNATURE OF APPLICANT** \_\_\_\_\_  
**Date** \_\_\_\_\_

SEE REVERSE SIDE

## **RULES AND REGULATIONS**

1. Applicant/organization is responsible for the safety and conduct of its participants and spectators. Applicant further acknowledges that it is responsible for apprising any participants as to any inherent or known risks from the activity or venue and ensuring that they understand such risks prior to participating. If the activity(s) will involve youth sports, the applicant shall complete the "Lystedt Law" Certificate of Compliance (Appendix A) form and provide to the <Insert Agency Name> a copy of the applicant's Parent/Athlete information materials.
2. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities. If security is required it will be provided by the applicant at no cost to the <Insert Agency Name>.
3. All events will be required to not exceed the occupancy load, and fire and safety regulations of the <Insert Agency Name> and the State of Washington Building and Fire Codes.
4. Use of tobacco, and/or illegal drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
5. Firearms or other dangerous weapons are prohibited on <Insert Agency Name> grounds as defined by law.
6. Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
7. Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
8. Alterations to the facility are prohibited without prior written approval. Alterations may include such things as hanging signs, erecting structures, marking fields, using masking tape on walls and floors etc.
9. <Insert Agency Name> owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior written approval by the <Insert Agency Name> has been granted. Groups or individuals cannot use <Insert Agency Name> owned expendable supplies.
10. Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event.
11. Appropriate shoes for the activity is required for any activities on any <Insert Agency Name> owned multi-purpose or gymnasium floor.
12. Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
13. Facility use is cancelled when facility/building is closed due to an emergency.
14. The <Insert Agency Name> reserves the right to refuse or revoke any authorization issued for the use of a <Insert Agency Name> building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.



-----  
-----  
**FOR <INSERT AGENCY NAME> USE ONLY**

Approved [ ] Disapproved [ ] Single event [ ] Multiple days [ ] Daytime [ ]  
Evenings [ ]  
Saturday [ ] Sunday & Holiday [ ]

Certificate of Insurance [ ] Requested [ ] Received

Facility/Building Rental Fee \$\_\_\_\_\_ Per Hour/Event = \$\_\_\_\_\_ Other charges  
\$\_\_\_\_\_

Total Billed \$\_\_\_\_\_ Date  
Billed \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signature of <Insert Agency Name> Building Facilities

Coordinator\_\_\_\_\_

Date\_\_\_\_\_

## Appendix A

<Insert agency name> Compliance Statement for HB 1824, Youth Sports-Head Injury Policies

All youth sports groups utilizing <Insert Agency Name> facilities are required to provide a "statement of compliance" (below) with the policies for the management of concussion and head injury. This statement of compliance shall be returned to the <Insert Agency Name> prior to the group's first use of the <Insert agency name> facility(s).

\_\_\_\_\_ <Insert sports organization name> requests the use of the \_\_\_\_\_ <Insert agency name> facilities for the following dates:

\_\_\_\_\_ <Insert sports organization name>, a youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries Adopt policies for the management of concussion and head injuries in youth sports. These policies at a minimum shall include:

- Annually require all athletes and the parent(s)/guardian(s) of those athletes to sign and return an information sheet relating to the nature and risk of concussion or head injury. This information sheet shall include the signs and symptoms of concussion/brain injury.
- Ensure that any athlete showing signs or symptoms of concussion/brain injury is removed from participation immediately, and not allowed to return to play until they have written clearance from a licensed health care provider trained in the evaluation and management of concussion/brain injury.
- Ensure that all coaches (paid or volunteer) are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury.

Attached is a proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least \$1,000,000 due to bodily injury or death or one person and at least \$2,000,000 due to bodily injury or death to two or more persons.

Signed:

\_\_\_\_\_ Representative of Youth Sports Group

Print name: \_\_\_\_\_  
\_\_\_\_\_ (Date)

\*Note: Access to <Insert agency name> facilities may not be granted until all requirements of this application are complete and approved by the <Insert agency name>.

(attach to any building/facility use request form)

## Brenda Martinez

---

**From:** Ann Bennett <AnnB@wciapool.org>  
**Sent:** Thursday, July 31, 2014 1:56 PM  
**To:** Brenda Martinez  
**Subject:** RE: Black Diamond Insurance Quote

Hi Brenda,

Lisa is no longer with WCIA as of Monday and I apologize that she did not get back to you sooner. Unfortunately we cannot provide you with a quote this year. Thank you for your interest in membership with us.

Ann

Ann Bennett  
Executive Director  
Washington Cities Insurance Authority  
206-687-7889 (Direct Line)  
206-575-6046 (General)

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

---

**From:** Brenda Martinez [<mailto:BMartinez@ci.blackdiamond.wa.us>]  
**Sent:** Thursday, July 31, 2014 12:05 PM  
**To:** Lisa Roberts  
**Subject:** FW: Black Diamond Insurance Quote

Hi Lisa,

Just checking to see if there is any word on a quote yet.

Thanks,

**Brenda L. Martinez**  
City of Black Diamond

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---

**From:** Brenda Martinez  
**Sent:** Tuesday, June 17, 2014 8:52 AM  
**To:** [lisar@wciapool.org](mailto:lisar@wciapool.org)  
**Subject:** Black Diamond Insurance Quote

Hi Lisa,

Attached is the paperwork for the quote. I believe I attached all that was needed. If not, please let me know.

I look forward to hearing from you.

Kind regards,

***Brenda L. Martinez, CMC***

City Clerk/Human Resource Manager

City of Black Diamond

PO Box 599

24301 Roberts Drive

Black Diamond, WA 98010

Phone: 360-886-5700

Fax: 360-886-2592

Email: [bmartinez@ci.blackdiamond.wa.us](mailto:bmartinez@ci.blackdiamond.wa.us)

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# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																										
<b>SUBJECT:</b> <b>AB15-063</b>  <b>Resolution rescinding Resolution 15-1038 and authoring a replacement Resolution authorizing an amendment to Resolution 15-1026 due to scriveners' error for two corrections and a fee omitted in error.</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Agenda Date: September 17, 2015</b></td> <td style="width: 40%; text-align: right;"><b>AB15-063</b></td> </tr> <tr><td>Mayor Carol Benson</td><td></td></tr> <tr><td>City Administrator</td><td></td></tr> <tr><td>City Attorney Carol Morris</td><td></td></tr> <tr><td>City Clerk – Brenda L. Martinez</td><td></td></tr> <tr><td>Com Dev/Nat Res – Aaron Nix</td><td></td></tr> <tr><td>Finance – May Miller</td><td style="text-align: center;">X</td></tr> <tr><td>MDRT/Eco Dev – Andy Williamson</td><td></td></tr> <tr><td>Police – Chief Kiblinger</td><td></td></tr> <tr><td>Public Works – Seth Boettcher</td><td></td></tr> <tr><td>Court – Stephanie Metcalf</td><td></td></tr> <tr><td> </td><td></td></tr> </table>		<b>Agenda Date: September 17, 2015</b>	<b>AB15-063</b>	Mayor Carol Benson		City Administrator		City Attorney Carol Morris		City Clerk – Brenda L. Martinez		Com Dev/Nat Res – Aaron Nix		Finance – May Miller	X	MDRT/Eco Dev – Andy Williamson		Police – Chief Kiblinger		Public Works – Seth Boettcher		Court – Stephanie Metcalf			
<b>Agenda Date: September 17, 2015</b>	<b>AB15-063</b>																									
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Police – Chief Kiblinger																										
Public Works – Seth Boettcher																										
Court – Stephanie Metcalf																										
Cost Impact (see also Fiscal Note):																										
Fund Source: Various Revenues																										
Timeline: ASAP																										
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator																										
<b>Attachments: Resolution No. 15-1043, Exhibit A-2015 Fee Schedule and 2013 Fees (comparison)</b>																										
<p><b>SUMMARY STATEMENT:</b>            The City's Official Fee Schedule was updated on May 7, 2015 with Resolution 15-1026 and was amended with Resolution 15-1038 on September 3, 2015 for three items due to scrivener error, two that were for an incorrect amounts and one omitted item. Exhibit A to Resolution No. 15-1038 Fee Schedule that was included, was not the Final Fee Schedule adopted by Resolution 15-1026.</p> <p>This Resolution rescinds 15-1038 and authorized a replacement Resolution to correct the three scriveners' errors and includes the Final correct Exhibit A Fee Schedule.</p> <p>The three corrections includes:</p> <p>Under the Planning and Land Use fees, the Final Plat fee of \$100.00 per lot for Community Development that was omitted in error and has been added.</p> <p>The two \$5.00 Technology Fee's for Plumbing and Mechanical Permits was incorrectly listed at \$45.00 and have been corrected to \$5.00.</p> <p>The 2013 fee schedule is also included for comparison to show the omitted item and incorrect Technology fee amounts.</p> <p><b>FISCAL NOTE (Finance Department):</b> The new Official Fee Schedule provides fees and revenue needed to cover city costs. The amendment corrects the fees for scrivener's errors.</p>																										
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance Committee reviewed the replacement Resolution amending the 2015 Fee Schedule and recommend approval at their September 10, 2015 meeting.</p>																										

RECOMMENDED ACTION: **MOTION** to rescind Resolution No. 15-1038, and adopting a replacement Resolution 15-1043 to amend Resolution 15-1026 due to scrivener's errors as shown in Exhibit A.

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2015		

## **RESOLUTION NO. 15-1043**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RESCINDING RESOLUTION 15-1038 AND ADOPTING A REPLACEMENT RESOLUTION AMENDING RESOLUTION NO. 15-1026 FEE SCHEDULE FOR CORRECTIONS DUE TO SCHRIVNERS ERRORS**

**WHEREAS**, as codified in Chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents with Resolution 15-1026 on May 7, 2015; and

**WHEREAS**, Resolution 15-1038 adopted September 3, 2015 did not include the final correct Attachment A Fee Schedule adopted May 7, 2015 by Resolution 15-1026; and

**WHEREAS**, Resolution 15-1038 needs to be rescinded and a replacement resolution needs to be adopted with the Final Attachment A Fee Schedule adopted May 7, 2015; and

**WHEREAS**, the fees schedule needs to be amended to correct three scrivener errors; and

**WHEREAS**, the amendments correct two amounts and adds the final plat fee for Community Development that was omitted in error;

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

**Section 1.** The City Council hereby amends Resolution 15-1026 adopting the fee schedule with the corrections of three scrivener errors as follows:

- Add the Final Plat fee for \$100 per lot for Community Development that was omitted in error, and
- Amend the Technology Fee for Mechanical and Plumbing permits from \$45.00 to \$5.00 each.

These changes are reflected in the amended Official Fee Schedule as attached hereto as exhibit A, which is incorporated herein by reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

# 2015 FEE SCHEDULE



Adopted by Council  
09/17/2015  
Resolution No.  
15-1043

	A	B	C	D
1	Fee Title	Description		Fee
2				
3	<b>POLICE</b>			
4	<b>Fingerprinting</b>	Non-Resident		\$15
5		Resident		\$10
6	<b>Electronic Monitoring-Police</b>	Per Day, Payable In Advance		\$17/day
7	Hook-up Fee	One Time Application Fee (Non Refundable)		\$25
8		Within 20 Mile Radius		Current IRS Rate
9		Outside 20 Mile Radius		Current IRS Rate
10	Equipment Deposit	Refundable		\$350
11	<b>Concealed Pistol License</b>			
12	Original	Original License		\$52.50
13	Renewal	Valid License Renewal		\$32
14	Late	Within 90 Days After Expiration		\$42
15	Replacement			\$10
16	<b>Process Service</b>	Civil and Court		\$25
17	Mileage for process service			Current IRS Rate
18	<b>False Alarm Responses</b>			
19		First Occurrence		None
20		Second Occurrence Per Year		\$50
21		Third or More Per Year		\$75
22	<b>Discovery --copies</b>	No Charge For One Copy of Documents Provided In Compliance With Defense Requests On Municipal Court Cases.		None
23	<b>Traffic Safety School</b>	Per Class		\$200
24	<b>Police Reports</b>	Per Case Reports		\$.15/page
25	<b>Photographs</b>			
26	Copies	Each		\$0.15
27	<b>CD Reproduction</b>	Each		\$1.50
28	<b>Firearms Dealer Fee</b>	Annual - Set by US Govt		\$125
29	<b>Firearms Clearance Letter</b>	For Foreign Countries		\$15
30	<b>Local Record Clearance Letter</b>	In-House Records Check		\$15
31	<b>Work Crew</b>	Screening fee (non- refundable)		\$25
32		Per Day, State Fee		\$15
33	<b>Work Release</b>	Per Day, Payable in Advance		Per Contract

	A	B	C	D
1	Fee Title	Description		Fee
34	<b>PASSPORTS</b>			
35	Passport fee check is made payable to the US Department of State. The execution fee check is made payable to the City of Black Diamond			
36	<b>Passport Book</b>			
37	Passport Fee**	Age 16 and over		\$110
38	Execution Fee			\$25
39				Total \$135
40	Passport Fee**	Under age 16		\$80
41	Execution Fee			\$25
42				Total \$105
43	<b>Passport Card</b>			
44	Passport Fee**	Age 16 and over		\$30
45	Execution Fee			\$25
46				Total \$55
47	Passport Fee**	Under age 16		\$15
48	Execution Fee			\$25
49				Total \$40
50	<b>Expediting Fee (Book only)</b>			\$60
51	<b>File Search Fee</b>			\$150
52	<b>Overnight Delivery Return Fee</b>			\$14.85
53	<b>Overnight Delivery Fee to Agcy.</b>			Current US Postal Rate
54	**Other conditions and restrictions may apply. See City Clerk's office for more details.			
55	<b>BUSINESS LICENSES</b>			
56	<b>Regular Business License</b>	Annual		Initial fee \$70 renewal \$60
57	<b>Regular Business License Annual partial</b>	Pro-rate: 50% fee reduction after June 30.		\$35
58	<b>Utility Business license</b>	Annual		\$60
59	<b>Penalty Late Renewal Payment</b>	Feb. 1-28		\$10
60		Mar. 1-31		\$20
61		Apr. 1-30		\$30
62		May 1 and after		double renewal fee, collections
63	<b>Temporary Business License (30 days)</b>	per 30 day license, maximum of 2 per year		\$15
64	<b>Duplicate Business License</b>	per copy		\$10/copy
65	<b>Relocation/Reissue</b>	Business moves locations		\$10
66	<b>Business Inspection Fee</b>	As needed - per inspections		\$75

	A	B	C	D
1	Fee Title	Description		Fee
67	<b>Specialty Licenses</b>			
68	Solicitors and mobile vendors	Annual		\$70
69		Temporary (30 day)		\$50
70	<b>Adult Entertainment</b>	Per establishment		\$1,000
71	per establishment	Operator license		\$100
72		Employees license		\$50
73	<b>UTILITIES</b>			
74				
75	<b>Meter Testing Charge</b>	One hour		\$76
	<b>Customer Requested Turn Off</b>	After Business Hours, 2 hour minimum		\$175
76				
	<b>Lifeline Utility Relief Rate</b>	City Water, Sewer and Stormwater only (excluding KC Metro)		50%
77				
	<b>Door Hanger charge,10 day warning</b>			\$10
78				
79	<b>Door Hanger w/Shut Off/Turn On</b>	During Working Hours 8-5		\$45
80		After Working Hours		\$75
81		Holidays		100
	<b>Meter Rental/Water Purchase</b>	Collect Deposit, Rental fee, and Water Purchase		Deposit \$1,000
82				
		Base Rental Fee Plus Double the Current Water Rate		Rental per day \$25
83				
		Base Rental Fee Plus Double the Current Water Rate		Rental per week \$100
84				
	See BDMC 13.04.280	Base Rental Fee Plus Double the Current Water Rate		Rental, per month \$250
85				
	<b>Non Account Water Purchase</b>			Double out of city rates
86		Working hours-if prior locate		Time and Materials
87	<b>Emergency Repair</b>			
		Working hours-if no locate		3 times Time and Materials
88				
		After hours, if prior locate		1 1/2 Time and Materials
89				
		After hours, no locate		3 times 1 1/2 Time and Materials
90				
		Holidays		Double Time to above rates
91				



	A	B	C	D
1	Fee Title	Description		Fee
92	<b>PARKS</b>			
93	<b>Park Use / Special Event Permit</b>	<b>Fee</b>		<b>\$100</b>
94		Deposit required for events over 150 people - amount set by size/length of event (\$500-\$10,000)		Actual cost
95	<b>Gym Rental</b>	Drop In Over 18		\$3 per person over 18
96		Sports or Special Events		\$30 per hour
97		Contract Events		Per Contract
98				
99	<b>Parking fee at boat launch</b>	Per vehicle		\$5
100	<b>Annual parking pass - Lake Sawyer</b>	Per vehicle (non-transferable)		\$60
101	<b>Annual parking pass - Lake Sawyer</b>	Per vehicle for senior citizens 65 years and older		\$35
102	<b>Annual parking pass - Lake Sawyer</b>	Per vehicle for persons with a valid State of Washington Disable Vehicle Permit		\$35
103	<b>Lost parking pass replacement or change in vehicle</b>			\$10
104	<b>CEMETERY</b>			
105	<b>Casket Burial</b>	Coordination, Excavation; Liner and Installation; Casket Placement; Backfill and compaction; Landscaping		\$1,500
106	<b>Tent For Service In The Rain</b>	Set Up The Tent, Take Down, Dry in the Warehouse		200
107	<b>Vault</b>			Actual cost
108	<b>Saturday Service Fee</b>	Additional Charge to be Added to Burial Costs		\$1,000
109	<b>Placement of Cremated Remains</b>	Site Measurements, Location Records, Excavation and Restoration		\$200
110	<b>Saturday Placement of Remains</b>			\$350
111	<b>Plot</b>	Per Plot		\$1,500
112	<b>Niche Purchase</b>			\$350
113	<b>Niche Remain Placement</b>	Open/Close; Secure and Record		\$100
114	<b>Headstone Placement</b>	Excavation and Setting According to Cemetery Standards. Normal up to 44" x 20" (880 sq. in.)		\$100

	A	B	C	D
1	Fee Title	Description		Fee
115	<b>Headstone Placement-Large</b>	Larger than 44"x20" (example 45"x21") 45x21=945 sq. in. 945-880=65 65 sq. in. x \$.50=\$32.50		\$.50 Per Square Inch In Excess of 880 Sq. In.
116	<b>Exhumation</b>			\$5,000 or Actual Contract Cost Whichever Is Greater
117	<b>MISCELLANEOUS FEES</b>			
118	<b>Photocopying</b>	Materials copied on the copier on legal, letter or ledger size paper (includes packet material, ordinances, resolutions, minutes, contracts, etc.		\$.15/page
119	<b>Oversized Documents</b>	per page, black & white		Actual Cost
120		per page, color		Actual Cost
121	<b>Duplication Audio Tapes/CDs</b>	Per tape/CD		\$1.50
122	<b>CD or DVD Disk</b>	Per disk		\$1.50
123	<b>Transcription Preparation</b>	Staff Time		Actual cost
124		Deposit		\$300
125	<b>City Clerk Certification of Documents</b>	Per page		\$1
126	<b>King Co. Recording Fee</b>	Per page, pass through King County fees		Actual cost from King County
127	<b>Return check fee</b>			\$35
128				
129	<b>City of Black Diamond Maps</b>			
130		oversized 18x 24 or larger (Black and White)		\$5
131		Color		\$7
132		11 x 17		\$3
133	<b>Code/Comprehensive Planning Documents Reproduction</b>			
134	<b>Zoning Code</b>			Actual Cost
135	<b>Comprehensive Plan</b>			Actual Cost
136	<b>Water Comprehensive Plan</b>			Actual Cost
137	<b>Sewer Comprehensive Plan</b>			Actual Cost
138	<b>Engineering Design and Construction Standards/Guidelines</b>			\$100
139	<b>Each Section</b>			\$10
140	<b>Municipal Code</b>			Actual Cost
141	<b>Public Notice Boards (BDMC 18.08)</b>			Actual Cost
142	<b>Liquor Use Permit</b>			\$25

	A	B	C	D
1	Fee Title	Description		Fee
143	<b>CITY STAFF RATES</b>			
144		<b>All rates are per hour</b>		
145	City Administrator			\$94
146	Assistant City Administrator/City Clerk/Human Resources Manager			\$84
147	Deputy City Clerk			\$51
148	Finance Director			\$81
149	Deputy Finance Director			\$60
150	Senior Accountant			\$54
151	Community Development Director/Natural Resources Director			\$81
152	Permit Technician Supervisor			\$54
153	Permit Technician			\$47
154	Economic Development Director			\$78
155	Building Official/Code Official			per contract
156	Building Plans Examiner			per contract
157	Fire Inspector			\$45
158	Public Works Director			\$81
159	Capital Project/Program Manager			\$68
160	Utilities Supervisor			\$76
161	Utility Operator			\$48
162	Utility Worker			\$45
163	Seasonal Worker			\$22
164	Facilities Coordinator			\$52
165	Police Chief			\$89
166	Police Commander			\$84
167	Police Officer with vehicle			\$85
168	Senior Planner			\$68
169	Information Services			per contract
170	MDRT Inspector/Construction Superintendent			78
171	MDRT Senior Planner			\$68
172	Clerical Staff			\$31
173	Engineer			per contract
174	City Attorney			per contract
175	Landscape Architect			per contract
176	Consultant Planner			per contract
177	Other Consultants/Contract.			\$1,000 Deposit Actual cost
178	Hearing Examiner	Hearing Fee		\$788
179		Actual Costs		Actual Cost

	A	B	C	D
1	Fee Title	Description		Fee
180	<b>SIGNS/TREES/FIREWORKS</b>			
181	Wall Sign electric			\$125-\$225
182	Wall Sign, non electric			\$105-\$205
183	Ground, non electric			\$145-\$245
184	Ground electric			\$165-\$265
185	All signs less than 25 sf			\$407
186	Change of sign, all sizes			\$413
187	Street Signs Charge	Sign Post		Actual Cost
188		Installation		\$138
189	Tree Permit	Level 1 application fee		\$267
190		Level 2 application fee		\$487
191		Exemption Review		\$110
	Fireworks Display	Plan review and inspection fee		per contract
192				
193	Temporary Fireworks Stand	Permit fee		\$100
194		Removal bond-refundable		\$750
195	<b>LAND USE AND DEVELOPMENT</b>			
196	Public Works-Streets			
197	Right-of-Way Use Permit	Base Amount CD Fee		60
		2 inspections and 1/2 hour City Review		\$263
198				
199	Right-of-Way Extra Inspection	1 hour minimum		\$138
200	Right-of-Way Extra City Staff Review	1 hour minimum		\$138
		Right of Way - Work Without a Permit		
201	Failure to call for inspection			
202	Street Cleaning			Actual cost
203	Right-of-Way Vacations Processing	Application Fees		\$1,000
204	ULID or LID	City Costs		Actual cost
205	<b>GRADE AND CLEAR CIVIL PW</b>			
	a. The Clearing and Grading permit shall be calculated by adding applicable amounts from Clearing and Grading Fee Tables.			
206				
207	Clearing Fee Table			
208		Clearing Fee (ac)	Fee	
209	Min	Max	Min	Max
210	-	1	\$680	\$680
211	1	10	\$680	\$1,112
212	10	40	\$1,112	\$2,702
213	40	120	\$2,702	\$3,352
214	120	-	\$4,452	-



	A	B	C	D
1	Fee Title	Description		Fee
215	<b>Grading Fee Table</b>			
216	<b>Grading Volume (cv)</b>		<b>Fee</b>	
217	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
218	0-100			No Charge
219	100	1,000	\$432	\$720
220	1,000	10,000	\$720	\$2,160
221	10,000	100,000	\$2,160	\$4,860
222	100,000			
223	b. Plan revision fee			
224	Base fee, each occurrence			\$417
225	Plus hourly fee			\$138
226	<b>PUBLIC WORKS CIVIL</b>			
	Infrastructure Civil Permit--PW			\$494 (plus an additional per hour rate if review exceeds 5 hours, (Actual cost))
227		Engineering Plan Review Fee		
		Construction Permit--Includes		3% of total cost of project
228	PW	Inspection		
229	PW	As-Built Review Fee		\$210
		Engineering Alternative		
230	PW	Methods Request (per item)		\$263
	<b>Civil Plan-Long Plat Projects PW</b>	Engineering Plan Review Fee		\$494 (plus an additional per hour rate if review exceeds 5 hours (Actual cost))
231				
232	PW	Engineering Permit Fee		\$1,439
	PW	Inspection Fee		3% of total cost of project
233				

	A	B	C	D
1	Fee Title	Description		Fee
234	<b>PLANNING/LAND USE</b>			
235	<b>Postage</b>			Actual cost
236	<b>Preliminary Plat CD</b>	Base Application Fee		\$2388 (Up to first 20 hours, over plus additional hourly rate)
237	<i>See Residential Land Development Below</i> CD	per lot charge		\$100
238	PW	Public Works-Per Lot Charge		\$100
239	CD	Plat Alteration or Vacation		\$1,812 (Up to first 36 hours, over plus additional hourly rate)
240		Time Extension - 1 year		\$1,050
241	<b>Final Plat CD</b>	Base Application Fee		\$4,238 (Up to the first 36 hours additional hourly rate)
242	CD	Review per Lot		\$100
243	PW	Engineering Review Per Lot Charge		\$76
244	<b>Binding Site Plan CD</b>	Base Application Fee		\$2,918 (Up to first 24 hours additional hourly rate)
245	PW	Engineering Review-per acre charge		\$100
246	<b>Preliminary Short Plat CD</b>	Base Application Fee		\$1,944 (Up to first 16 hours additional hourly rate)
247	PW	Per Lot Charge		\$100
248	PW	Engineering Review-per lot charge		\$300
249	CD	Modified Short Plat		\$1,944 (Up to first 16 hours additional hourly rate)
250	<b>Final Short Plat CD</b>	Application Fee		\$1,040 (Up to first 8 hours additional hourly rate)
251	PW	Engineering Final Review		\$76

	A	B	C	D
1	Fee Title	Description		Fee
252	<b>Lot Line Adjustment</b> <b>CD</b>	Residential application fee		\$1,019 (Up to first 8 hours additional rate @ actual)
253	<b>PW</b>	Engineering Final Review		\$152
254	<b>Lot Line Elimination</b> <b>CD</b>	Application Fee		\$442
255	<b>PW</b>	Engineering Final Review		\$152
256	<b>Master Plan Development</b>	Application Fee		\$26, 250
257		Per Acre charge		\$100
258	<b>Development Agreement</b>	Application Fee		\$1,575
259		Staff Review Time		Staff hours
260	<b>Annexation</b>			
261				\$10,000 deposit, cost
262	<b>Postage</b>			Cost
263	<b>Conditional Use</b>	Application Fee		\$2,918 ( Up to first 24 hours additional cost @ actual)
264		Engineering Review		\$304
265	<b>Administrative Conditional Use</b>	Application Fee		\$1,459 (Up to first 12 hours additional cost @ actual)
266	<b>Variance</b>	Single Family Lot		\$1,944 (Up to first 16 hours)
267		All Others		\$2,384 (Up to first 20 hours additional cost @ actual)
268	<b>Administrative Variance</b>	Application Fee		\$1,504 (Up to first 12 hours additional cost@actual)
269	<b>Accessory Dwelling Unit</b>	Application Fee		\$1,064 (Up to first 8 hours additional cost@actual)
270	<b>Shoreline Exemption</b>	Application Fee		\$487

	A	B	C	D
1	Fee Title	Description		Fee
271	<b>Shoreline Substantial Development</b>	Application Fee		\$2,824 (Up to first 24 hours additional cost @ actual)
272	<b>Shoreline Variance Fee</b>	Application Fee		\$2,824 (Up to first 24 hours additional hourly rate)
273	<b>Shoreline Conditional Use</b>	Application Fee		\$2,824 (Up to first 24 hours additional hourly rate @ actual)
274	<b>Site Plan Review</b>	Application Fee		\$2,824 (Up to first 24 hours additional cost @ actual)
275	<b>PW Engineering Review</b>			\$100 per acre
276	<b>Comprehensive Plan Amendment</b>	Application Fee		\$2,734 (Up to first 24 hours additional cost @ actual)
277	<b>Text Amendment, Title 16-19</b>	Application Fee		\$2,734 (Up to first 24 hours additional hourly rate)
278	<b>Rezone</b>	Application Fee		\$2,734 (Up to first 24 hours additional cost @ actual)
279	<b>SEPA Checklist</b>			\$597 (Up to first 5 hours additional cost @ actual)
280				
281		for each additional study		\$267
282	In the review of a land-use permit application, including but not limited to environmental (SEPA) review, the City may determine that such review requires the retention of professional consultant services. In addition to the above development fees that an applicant is required to submit, the applicant shall also be responsible for reimbursing the City for the cost of professional consultant services if the City determines that such services are necessary to complete its review of the application submittal. The City may also require the applicant to deposit an amount with the City which is estimated, at the discretion of the Community Development Director, to be sufficient to cover anticipated costs of retaining professional consultant services and ensure reimbursement to the City for such costs.			

	A	B	C	D
1	Fee Title	Description		Fee
283	<b>Environmental Impact Statement</b>	Per consultant contract		Contract
284	<b>Appeal of Administrative Decision (filing fee is \$487.00, which must be paid before the appeal deadline)</b>	Where the appellant prevails in the appeal, reimbursement may be requested of the City.		\$487
285	<b>Appeal of SEPA Decision (filing fee is \$487.00, which must be paid before the appeal deadline)</b>	Where the appellant prevails in the appeal, reimbursement may be requested of the City.		\$487
286	<b>Appeal of Notice of Violation Fee (filing fee is \$487.00, which must be paid before the appeal deadline)</b>	Where the appellant prevails in the appeal, reimbursement may be requested of the City.		\$487
287	<b>Temporary Use Permit</b>	After fee is paid the City's actual costs will be charged		\$532
288	<b>Transfer Development Rights</b>	Application Fee		\$525
289		per development credit		\$50
290	<b>Treasured Place Status</b>			\$263
291	<b>Reasonable Use Exception</b>	Application Fee		\$487
292	<b>Sensitive Areas Permit</b>	Application Fee		\$1,147 (Up to first 10 hours additional cost @ actual)
293	<b>Sensitive Area Utility Exception</b>	Application Fee		\$1,050
294	<b>Formal Code Interpretation</b>	Application Fee		\$487 (Up to first 4 hours additional cost @ actual)
295	<b>Pre-Application Meeting</b>	1 hour meeting/review		\$267
296		Additional Meetings		Staff time
297	<b>Hearing Examiner</b>	Hearing Fee		\$880 (Up to first 8 hours additional cost @ actual)
298		Plus Examiner Costs		Actual Cost
299	<b>Public Notice Boards</b>	Per BDMC 18.08		Actual Cost
300	BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.			
301	<b>Late Fee (If not paid within 30 days of invoicing)</b>	Per Month		\$25

	A	B	C	D
1	Fee Title	Description		Fee
302	<b>BUILDING PERMIT FEES</b>			
303	<b>General</b>			
304	Total Project Valuation			
305	\$1.00 to \$500			\$35
306	\$501 to \$2,000			\$35 for first \$500. plus \$7 for each additional \$100 or fraction thereof up to and including \$2,000
307	\$2,001 to \$25,000			\$140 for first \$2,000 plus \$17 per each additional \$1,000 or fraction thereof up to and including \$25,000
308	\$25,001 to \$50,000			\$531 for the first \$25,000 plus \$14 for each additional \$1,000 or fraction thereof, to and including \$50,000.
309	\$50,001 to \$100,000			\$881 for the first \$50,000 plus \$13 for each additional \$1,000 or fraction thereof, to and including \$100,000.

	A	B	C	D
1	Fee Title	Description		Fee
310	\$100,001 to \$500,000			\$1,531 for first \$100,000 plus \$13 per each additional \$1,000 or fraction thereof up to and including \$500,000
311	\$500,001 to \$1,000,000			\$6,731 for first \$500,000 plus \$9 per each additional \$1,000 or fraction thereof up to and including \$1,000,000.
312	\$1,000,000 and Up			\$11,231 for the first \$1,000,000 plus \$9 per each additional \$1,000 or fraction thereof.
313	<b>Building Plan Check Fee</b>	Based on project valuation per IBC 2012 Section 109		65% of permit fee, see above
314	<b>Other Inspections and Fees</b>			\$138 Per Hour
315	<b>Change of Use w/o a TI</b>	Permit fee and deposit		\$200 deposit, Actual cost
316	<b>Re-Roof permit Residential</b>	Permit fee		\$138
317	<b>Re-Roof permit Commercial/MF</b>	Permit fee and plan check		Based on valuation, see Building Permit section
318	<b>Miscellaneous Permit</b>	Permit fee		\$100 deposit and actual cost
319	<b>Investigation Fee- work w/o a permit</b>	Permit fee		Double required permit fees
320	<b>Temporary Certificate of Occupancy</b>	Per 30 day TCO		\$263
321	<b>Permit Extension</b>	180 day extension		\$50
322	<b>Application Extension</b>	90 day extension		\$50
323	<b>Consultant/Peer Review</b>	Consultant fees		per contract



	A	B	C	D
1	Fee Title	Description		Fee
324	<b>Coal Mine Hazard Report Review</b>			\$138
325	1. Inspections outside of normal business hours			\$172
326	2. Re-Inspection fees			\$86
327	3. Inspections for which no fee is specifically indicated			\$86 per hour, minimum charge, one hour
328	4. Additional plan review due to additions or revisions to plans			\$86 per hour, minimum charge, one hour
329	5. Additional plan review due to Deferred Submittals			\$86 per hour, minimum charge, one hour
330	6. For use outside consultants for plan checking and inspections or both			Actual cost
331	Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, equipment, hourly wage and fringe benefits of the employees involved.			Actuals
332				
333				
334	<b>MECHANICAL PERMIT</b>			
335				
336	New Single Family Residence - Permit			\$200
337	Commercial Mechanical Permit Plan Review			65% of mechanical permit fee
338	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table.			\$14



	A	B	C	D
1	Fee Title	Description		Fee
339	<b>Permit Issuance and Heaters</b>			
340	1. For issuing a mechanical permit associated with a building permit			\$50
341	2. For issuing a mechanical permit not associated with a current building permit			\$138
342	3. Technology Fee-PLM/MEC			\$45
343	Unit Fee Schedule (Note: the following do not include permit issuing fee)			
344	<b>1. Furnaces</b>			
345	For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)			\$20
346	For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)			\$23
347	For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater			\$26
348	<b>2. Appliance Vents</b>			
349	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit			\$23
350	<b>3. Repairs or Additions</b>			
351	For the repair of, the alternation of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code			\$17
352	<b>4. Boilers, Compressors and Absorption Systems</b>			
353	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h			\$22
354	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) or each absorption system over 500,000 btu/h (293.1kW) to and including 1,000,000 btu/h (293.1kW).			\$36
355	For the installation or relocation of each boiler or compressor over 15 horsepower (105kW) to and including 20 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 btu/h (512.9kW).			\$51

	A	B	C	D
1	Fee Title	Description		Fee
356	For the installation or relocation of each boiler or compressor over 30 horsepower (105kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 btu/h (512.9kW).			\$73
357	For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 btu/h (512.9kW)			\$120
358	<b>5. Air Handlers</b>			
359	For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.			\$15
360	For each air-handling unit over \$10,000 cfm (4719 L/s)			\$26
361	<b>6. Evaporative Cooler</b>			
362	For each evaporative cooler other than a portable type.			\$15
363	<b>7. Ventilation and Exhaust</b>			
364	For each ventilation fan connected to a single duct			\$12
365	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit			\$15
366	For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood.			\$15
367	<b>8. Incinerators</b>			
368	For the installation or relocation of each domestic-type incinerator			\$26
369	For the installation or relocation of each commercial or industrial type incinerator			\$22
370	<b>9. Gas Piping</b>			
371	Gas piping systems 1-5 outlets			\$10
372	For each additional gas outlet over 5			\$6
373	Hazardous process piping system (HPP)			
374		1-4 outlets		\$10
375		each outlet over 5		\$6
376	<b>10. Miscellaneous</b>			
377				
378				

	A	B	C	D
1	Fee Title	Description		Fee
379	<b>Technology Fee</b>	per application		\$5
380		per \$10,000 in project value (graduated)		\$3
381	The technology fee for permit tracking software costs is assessed for each of the following transactions: building permits, fire permit, sign permit, demolition permit, right-of-way use permit and most land use permits. A technology fee will be assessed at land use application submittal.			
382	<b>Other Inspections and Fees</b>			
383	1. Inspections outside of normal business hours, per hour (minimum charge 2 hours)			\$240
384	2. Inspections for which no fee is specifically indicated, per hour (minimum charge one-half hour)			\$120
385	3. Revisions to plans or to plans for which an initial review has been completed (minimum charge one-half hour)			\$60
386	<b>PLUMBING PERMIT</b>			
387	<b>Permit Issuance</b>			
388	New Single Family Residence - Permit			\$200
389	1. For issuing a plumbing permit associated with a building permit			\$38
390	2. For issuing a plumbing permit not associated with a current building permit			\$100
391	3. For issuing each supplemental permit			\$15
392	4. Technology Fee - PLM/MEC			\$5
393	<b>Unit Fee Schedule</b> (Note the following do not include permit-issuing fee)			
394	1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof.			\$12
395	2. For each building sewer and each trailer park sewer			\$23
396	3. Rainwater systems - per drain (inside building)			\$12
397	4. For each water heater and/or vent			\$9
398	5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps.			\$12
399	6. For each installation, alteration or repair or water piping and/or water treatment, each			\$12
400	7. For each repair or alteration of a drainage or vent piping, each fixture			\$12

	A	B	C	D
1	Fee Title	Description		Fee
401	8. For each lawn sprinkler system on any one meter including back flow protection devices thereof.			\$12
402	9. For atmospheric-type vacuum breakers not included in item 12:			
403	1 to 5			\$10
404	over 5, each			\$6
405	10. For each backflow protective device other than atmospheric type vacuum breakers:			
406	2 inch (51mm) diameter and smaller			\$12
407	over 2 inch (51mm) diameter			\$23
408	11. For initial installation and testing for a reclaimed water system			\$40
409	12. For each annual cross-connection testing of a reclaimed water system (excluding initial test)			\$40
410	13. For each medical gas piping system service one to five inlet(s) for a specific gas			\$68
411	14. For each additional medical gas inlet(s)/outlet(s)			\$10
412	<b>OTHER</b>			
413	1. Inspections outside of normal business hours			\$200
414	2. Re-inspection fee			\$138
415	3. Inspections for which no fee is specifically indicated			\$138
416	4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge one-half hour)			\$93
417	Demo-SFR out building etc.	Permit fee and deposit		\$120 permit, \$1000 deposit
418	Relocation Permit			\$250
419	Mobile Home Title Elimination	Permit fee		\$138
420	Driveway (stand alone)	expansion and new		\$250
421				
422	Fuel/Oil Tank Decommission/Remove	Base permit fee		\$138
423		Plan review and inspection fee		per contract
424	Residential LPG Tanks	Base Permit Fee		\$126
425		Tank Under 125 gal.		\$46
426		126-500 gal.		\$74
427		501 and up, additional		\$100
428		Each 500 gal additional		\$126

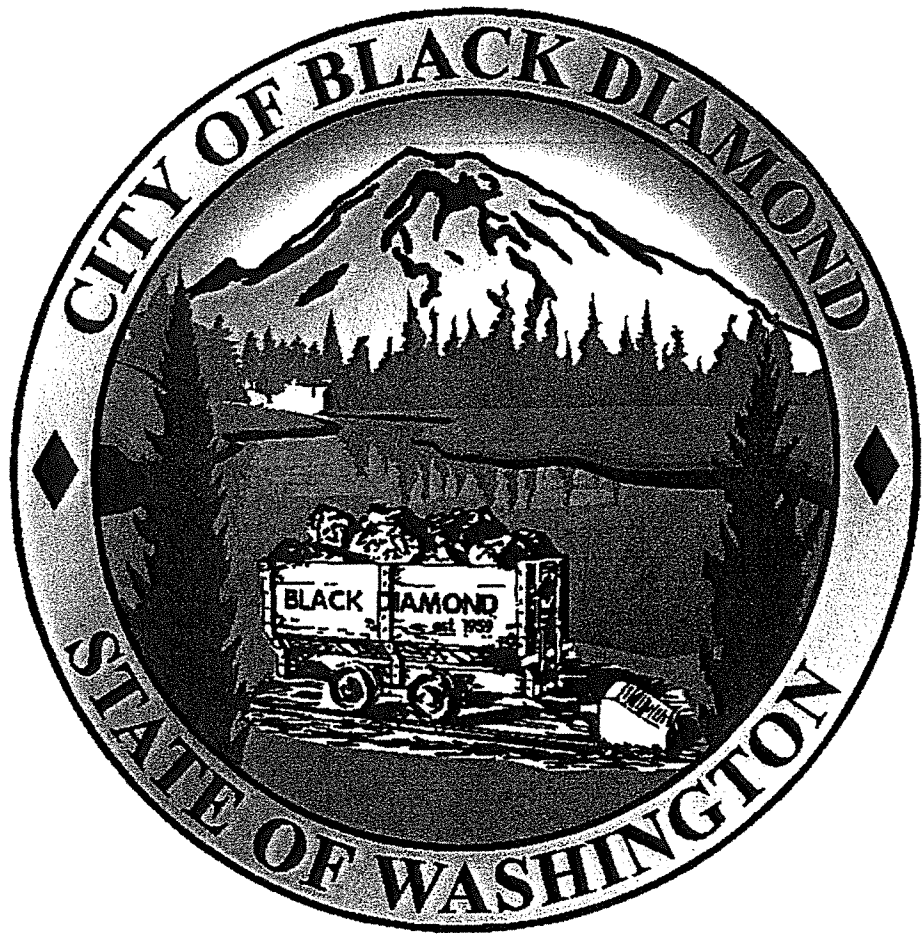
	A	B	C	D
1	Fee Title	Description		Fee
429	<b>FIRE PERMIT</b>			
430	<b>Commercial Building Permit</b>	Plan review and inspection fee		per contract
431	<b>Multi-family Building Permit</b>	Plan review and inspection fee		per contract
432	<b>Single-family Building Permit</b>	Plan review and inspection fee		per contract
433	<b>Annual Code Enforcement Inspection</b>			per contract
434	<b>Final and correction inspections</b>			per contract
435	<b>Fire Permit</b>	Base fee		\$105
436	<b>Fire Sprinkler/Alarm Sys. Rev</b>	Plan review and inspection fee		per contract
437	<b>PUBLIC WORKS-WATER</b>			
438	<b>Water Connection Fee</b>	Per BDMC 13.04.295		
439	<b>Drop In Meter Charges</b>			
440	5/8" meter	City Installed		\$500
441	3/4" meter	City Installed		\$500
442	1" meter	City Installed		\$600
443	1 1/2" meter thru 6" meter	City Installed		meter cost
444	Irrigation 5/8" meter	City Installed		\$500
445	<b>Cross Connection Control</b>	Per Occurrence		\$138
446	<b>In-Fill Lots Installation of Water Service Charges</b>	Homeowner Incurs ALL Costs, Plus Deposit per BDMC 13.040.050		Deposit \$1,000
447	<b>Water Service Line Review/Inspection Fee</b>			\$138
448	<b>Unauthorized connection fine</b>	No Meter Present or Bypassing		\$1,200
449		Others		Per BDMC 13.04.295
450	<b>Back Flow Device Inspection</b>			\$138
451	<b>Water Investigation Needs Report</b>	Residential (Not required for lots within approved city subdivisions and short plats)		\$105
452		Multi-Family, Commercial, Industrial, Public		\$210
453	<b>Hydraulic Model for Water System</b>	Note: Some applications will require the use of outside consultants. See BDMC 2.60.050		Actual cost
454		Deposit		\$500

	A	B	C	D
1	Fee Title	Description		Fee
455	<b>Water Equipment and Parts</b>			Actual cost
456	<b>SEWER</b>			
457	<b>Grease Interceptor</b>	Per Occurrence		\$138
458	<b>Reinsertion Fee</b>	Per Occurrence		\$138
459	<b>Sewer Connection Fee</b>			Per BDMC 13.20.080
460	<b>Sewer Investigation Certificates</b>	Residential		\$138
461		Multi-Family, Commercial, Industrial, Public		\$300
462	<b>Side Sewer Review/Inspection</b>			\$138
463	<b>Engineered Hydraulic Flows to Sewer System</b>	Deposit Cost		Deposit \$1,000
464	<b>STORMWATER</b>			
465	<b>Stormwater Drainage</b>	Plan Review-per single family lot		\$138
466		Inspection per single family lot		\$138
467	<b>Commercial Storm Water System Inspections</b>	Per Inspection		\$138
468	<b>OTHER</b>			
469	<b>Public Works Final Inspection-- Building Permit</b>			\$138
470	<b>Deviation of Public Works Standards</b>	Application Fee		\$300
471	<b>Traffic Engr. Review Fees</b>	Note: Some applications will require the use of outside consultants. See BDMC 2.60.050		Actual Cost
472		Deposit		\$1,000
473	<b>Review of Resubmitted/Reinspection</b>	Per Occurrence		\$138
474	<b>Inspections Outside Business Hours</b>			\$176
475				
476				
477	<b>Equipment Fee w/o Operator</b>	City Dump Truck		\$75/hour
478		City Vehicle		\$50/hour
479		City Backhoe		\$75/hour
480		Miscellaneous Small Utility Equipment		\$30/hour
481		Shoulder Mower		\$75/hour
482		Riding Mower		\$30/hour
483		Parts		Actual Cost
484	<b>Temporary Erosion Sediment Control</b>	Inspection \$500 deposit		Per Inspection \$138



CITY OF BLACK DIAMOND

# 2013 FEE SCHEDULE



Adopted by Council  
02/07/2013

POLICE		
TYPE	DESCRIPTION	FEE
Animal License		By King Co Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Equipment Deposit	refundable	\$350.00
Electronic Monitoring (police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
	outside 20 mile radius	Current IRS Rate
Concealed Pistol License		
Original	Original License	\$52.50
Renewal	Valid License Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense requests on Muni Court cases	\$0.00
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/ Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
CD Reproduction	each	\$1.50
Audio Tape Reproduction	each	\$1.50
Expungements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50
Work Crew	screening fee (non-refundable)	\$25.00
	per day, state fee	\$15.00



PUBLIC WORKS - GENERAL		
TYPE	DESCRIPTION	FEE
Erosion Sediment Control	Plan Review - per single family lot	\$35.00
	Inspection Fee - per single family lot	\$110.00
Stormwater Drainage	Plan Review per single family lot	\$110.00
	Inspection per single family lot	\$110.00
Final Inspect - Building Permit		\$110.00
Deviation of Public Works Standards	Application fee	\$300.00
Traffic Engineering Review Fees	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$1,000.00
Revision/Resubmittals	hourly rate	\$110.00
Inspections outside of Business Hours	hourly rate, 2hr. Minimum	\$142.50
Annual Inspections (CCC, Storm Systems, Grease Interceptor)	hourly rate	\$110.00
Reinspection Fee		\$110.00

PUBLIC WORKS - STREETS		
TYPE	DESCRIPTION	FEE
Right-of-Way Use Permit	incl. 2 Inspect. & 1/2hr City Review	\$263.00
ROW Extra Inspection	1 hour minimum, per hour	\$110.00
ROW Extra City Staff Review	1 hour minimum, per hour	\$50.00
Fines- ROW Use Permits	Failure to call for an inspection	\$1,000.00
Street Cleaning		Cost, plus 10%
Street Signs Charge	Sign Purchase	Actual cost plus 10%
	Installation	Hourly Rates
Street, Alley, City Property Vacations	Application Fees	\$788.00
	Deposit	\$1,000.00
U.L.I.D. or L.I.D.	City Costs	Actual Costs plus 10%

PUBLIC WORKS - WATER		
TYPE	DESCRIPTION	FEE
Unauthorized connection	no meter present or bypassing	\$1,200.00
Meter Testing charge		Cost plus actual staff time
Customer Requested Turn Off	After Business Hours, 2 hour min.	staff time
Lifeline Utility Relief Rate	City water, sewer, & stormwater only (excluding KC Metro)	50%

PUBLIC WORKS - WATER (cont'd)		
TYPE	DESCRIPTION	FEE
<b>DROP IN METER CHARGES</b>		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit per BDMC 13.040.050	Deposit \$1000.00
Installation Re-Inspection Fees	per hour, 1/2 hour minimum	\$110.00
Cap. Facilities Connection Fee	per ERU	Per BDMC 13.04.295
Door Hanger Charge, Warning		\$10.00
Door Hanger w/ Shut Off		\$20.00
Unpaid Account Reconnect Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr minimum
	Holidays	Double Time, 2hr minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connect Fee, Rental Rate	Deposit \$1000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00
Water Investigation Certificates	Residential	\$105.00
	Multi-Family, Commercial, Industrial, Public	\$210.00
Hydraulic Model for Water System	Note: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual cost plus 10%
	Deposit	\$500.00
Non-Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Costs plus 10%

PUBLIC WORKS - SEWER		
TYPE	DESCRIPTION	FEE
Sewer Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates	Residential	\$105.00
	Multi-family, Commercial, Industrial, Public	\$210.00
Side Sewer Review/Inspection		\$110.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
PW Plan Review		Hourly rate

PUBLIC WORKS - CLEARING & GRADING, CIVIL		
TYPE	DESCRIPTION	FEE
Clearing & Grading Permit Fee	Permit Fee	\$200.00
	Inspection Fee	3% of total cost of the project
	Plan Review Fee	
	Clearing Only	\$74.00
	0-50 Cubic Yards	\$137.00
	51-100 Cubic Yards	\$252.00
	101-1,000 Cubic Yards	\$536.00
	1,001-10,000 Cubic Yards	\$798.00
	10,001-100,000 Cubic Yards	\$1,050.00
	100,001-Cubic Yards and up	\$1,302.00
Civil Plan-Commercial, Multi-Family, Short Plat Projects	Engineering Plan Review Fee	\$494.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$315.00
	Inspection Fee	3% of total cost of the project
	As-Built Review Fee	\$210.00
	Engineering Alternative Methods Request (per item)	\$263.00
Civil Plan-Long Plat Projects	Engineering Plan Review Fee	\$494.00 (plus an additional per hour rate if review exceeds 5 hours, as outlined in Note 1)
	Engineering Permit Fee	\$1,439.00
	Inspection Fee	3% of total cost of the project
*Note 1: Hourly rates will be charged using the current billable rates of City Staff.		

PUBLIC WORKS - UTILITY EMERGENCY CALL OUT CHARGES		
TYPE	DESCRIPTION	FEE
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50.00 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

PUBLIC WORKS - CEMETERY		
TYPE	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11am to 1pm	\$1,000.00
Saturday Service - Cremation	11am to 1pm	\$250.00

PUBLIC WORKS - CEMETERY (cont'd)		
TYPE	DESCRIPTION	FEE
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Liner Pickup & Delivery Fee	per unit	\$100.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Vault Pickup & Delivery Fee	per unit	\$100.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	\$.15 per square inch
Exhumation		Lesser of \$5000.00 or Actual Contract Cost

PLANNING/LAND USE		
TYPE	DESCRIPTION	FEE
Consultant Fees	NOTE: some applications will require the use of outside consultants. See BDMC 2.60.050	Actual Cost plus 10%
	Deposit	\$1000 min, per consultant quote
Preliminary Plat	Base Application Fee	\$2,100.00
	per lot charge	\$100.00
	Engineering Review - per lot charge	\$75.00
	Plat Alteration or Vacation	\$1,575.00
	Time Extension - 1 year	\$1,050.00
Final Plat	Base Application Fee	\$1,575.00
	per lot charge	\$100.00
	Engineering Final Review	\$300.00
Binding Site Plan	Base Application Fee	\$1,575.00
	per lot charge	\$100.00
Preliminary Short Plat	Base Application Fee	\$788.00
	per lot charge	\$100.00
	Engineering Review - per lot charge	\$75.00
	modified short plat	\$788.00
Final Short Plat	Application Fee	\$788.00
	Engineering Final Review	\$300.00
Lot Line Adjustment	Residential application fee	\$315.00
	Non-Residential application fee	\$630.00
Lot Line Elimination	Application Fee	\$263.00
Master Plan Development	Application Fee	\$26,250.00
	per acre charge	\$100.00

PLANNING/LAND USE (cont'd)		
TYPE	DESCRIPTION	FEE
Development Agreement	Application Fee	\$1,575.00
	staff review time	Staff Hours + 10%
Annexation	10% Notice of Intent	\$1,050.00
	60% Petition	\$5000 deposit, actual staff time
Conditional Use	Application Fee	\$1,050.00
Administrative Conditional Use	Application Fee	\$263.00
Variance	Single Family Lot	\$525.00
	All Others	\$1,050.00
Administrative Variance	Application Fee	\$263.00
Accessory Dwelling Unit	Application Fee	\$263.00
Shoreline Exemption	Application Fee	\$105.00
Shoreline Substantial Development	Application Fee	\$1,050.00
Shoreline Variance	Application Fee	\$1,050.00
Shoreline Conditional Use	Application Fee	\$1,050.00
Site Plan Review	Application Fee	\$788.00
	Engineering Review	\$300.00
Comp Plan Amendment	Application Fee	\$2,100.00
Text Amendment, Title 16-19	Application Fee	\$2,100.00
Rezone	Application Fee	\$1,050.00
SEPA Checklist	w/ land use or permit application	\$420.00
	w/o permit application	\$525.00
	for each additional study	\$263.00
Environmental Impact Statement	Per consultant contract	Actual Costs plus 10%
Appeal of Administrative Decision	Application Fee	\$263.00
Appeal of SEPA action	Application Fee	\$263.00
Appeal of Notice of Violation	Application Fee	\$263.00
Temporary Use Permit	Application Fee	\$105.00
Transfer Development Rights	Application Fee	\$525.00
	per development credit	\$50.00
	Treasured Place Status	\$263.00

PLANNING/LAND USE (cont'd)		
TYPE	DESCRIPTION	FEE
Tree Permit	Level 1 application Fee	\$263.00
	Level 2 application Fee	\$525.00
	Exemption Review	\$100.00
Reasonable Use Exception	Application Fee	\$263.00
Sensitive Areas Permit	Application Fee	\$525.00
Sensitive Area Utility Exception	Application Fee	\$1,050.00
Formal Code Interpretation	Application Fee	\$158.00
Pre-Application Meeting	1 hour meeting and review of submittal	No Charge
	Additional meetings	\$210.00
Hearing Examiner	Hearing Fee	\$788.00
	actual costs	Hourly Rate + 10%
Public Notice Boards	Per BDMC 18.08	3rd Party Vendor Charge
Special Event Permit	1 day event	no charge
	Multi-Day event requiring Council approval	\$200.00
	Multi-Day event requiring Council approval & charging an entry fee	\$200.00 + Hourly Staff Time
<b>Signs</b>		
Wall Sign, non electric	25-50sf, 51-99sf, 100+ sf	\$105.00, \$155.00, \$205.00
Wall Sign, electric	25-50sf, 51-99sf, 100+ sf	\$125.00, \$175.00, \$225.00
Ground, non-electric	25-50sf, 51-99sf, 100+ sf	\$145.00, \$195.00, \$245.00
Ground, electric	25-50sf, 51-99sf, 100+ sf	\$165.00, \$215.00, \$265.00
All signs less than 25sf		\$95.00
Change of sign, all sizes		\$95.00
Permit Review	per hour	\$50.00

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits.

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees. The Deposit is used to cover staff costs, engineering, and or other professional consultant costs plus 10%. Deposits will be tracked on a monthly basis. If the cost exceeds the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING - FIRE		
TYPE	DESCRIPTION	FEE
Building Permit Fee	Based on Project Valuation	See page 10
Building Plan Check Fee	Based on Project Valuation	65% of permit fee, see page 10
Mechanical Permit	Flat Fee plus fixture count	See page 12
Plumbing Permit	Flat Fee plus fixture count	See page 11
Training Fee	Per application (I-Code permits only)	\$1.00
Change of Use w/o a TI	Permit Fee & Deposit	\$200 deposit, actual staff hours
Demo - SFR, out-building etc.	Permit Fee & Deposit	\$120 permit, \$1000 deposit
Relocation Permit (incl mfg home)		\$210.00
Mobile Home Title Elimination	Permit Fee	\$105.00
Driveway (stand alone)	expansion & new	\$210.00
Re-Roof permit - Residential	Permit Fee	\$105.00
Re-Roof permit - Commercial/ MF	Permit Fee & Plan Check	based on valuation, see page 10
Miscellaneous Permit	Permit Fee	\$100 deposit + actual hours
Investigation Fee-Work w/o a permit	Permit Fee	Double Req'd permit fees
Temporary Certificate of Occupancy	Per 30 day TCO	\$263.00
Permit Extension	180 day extension	\$50.00
Application Extension	90 day extension	\$50.00
Consultant/Peer Review	consultant fees	per contract plus 10%
Coal Mine Hazard Report Review		\$100.00
Fire Permit	Base Fee	\$105.00
Fire Sprinkler/Alarm System Review	Plan Review & Inspection Fee	per contract plus 10%
Fireworks Display	Plan Review & Inspection Fee	per contract plus 10%
Temporary Fireworks Stand	Permit Fee	\$100.00
	Removal Bond-refundable	\$750.00
Fuel/Oil Tanks	Base Permit Fee	\$105.00
Decommission/Remove	Plan Review & Inspection Fee	per contract plus 10%
Residential LPG Tanks	Base Permit Fee	\$126.00
	Tank Under 125 gallons, additional	\$46.00
	126 to 500 gallons, additional	\$74.00
	501 gallons and up, additional	\$100.00
	Each 500 gallons additional	\$126.00
Technology Fee	per permit application	\$25.00
	per \$10,000 in project value	\$2.00
The technology fee is assessed for each of the following transactions: Building Permits, Fire Permit, Sign Permit, Demolition Permit, Right of Way Use Permit and most Land Use permits. Land Use Exemption applications are exempt from the fee. The fee is collected at the time of issuance for building permits and right-of-way use permits. A technology fee will be assessed at Land Use application submittal.		

LICENSES		
TYPE	DESCRIPTION	FEE
Regular Business License	Annual	Initial Fee \$70 Renewal \$60
Regular Business License (partial)	Pro-rate: 50% fee reduction after June 30	\$35.00
Temp Business License (30 days)	per 30 day license, maximum of 2 per year	\$15.00
Duplicate Business License	per copy	\$10.00
Relocation/Re-issue	business moves locations	\$10.00
Specialty Licenses		
Pawnbrokers	Yearly	\$100.00
Firearms Dealer	Federal Firearms License, yearly	\$125.00
Solicitors and mobile vendors	Annual	\$70.00
	Temporary (30 Days)	\$15.00
Carnivals, circus, and shows	per event	\$50.00
Adult Entertainment License	per establishment	\$1,000.00
	operator license	\$100.00
	employees license	\$50.00
Utility License	Annual	\$60.00
Penalty, Late Renewal Payment	Feb 1-28	\$10.00
	Mar 1-31	\$20.00
	April 1-30	\$30.00
	May 1 and after	double renewal fee, collections

CITY STAFF RATES		
TYPE	DESCRIPTION	FEE
City Administrator	Per Hour	\$94.00
Asst. City Administrator/City Clerk	Per Hour	\$84.00
Deputy City Clerk	Per Hour	\$50.00
Finance Director	Per Hour	\$70.00
Deputy Finance Director	Per Hour	\$58.00
Senior Accountant	Per Hour	\$40.00
Community Development Director	Per Hour	\$73.00
Permit Technician Supervisor	Per Hour	\$54.00
Permit Technician	Per Hour	\$44.00
Economic Development Director	Per Hour	\$75.00
Natural Resources	Per Hour	\$73.00
Building Official/Code Official	Per Hour	Per Contract + 10%
Building Plans Examiner	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$80.00
Public Works Admin. Asst. 3	Per Hour	\$51.00
Utilities Supervisor	Per Hour	\$76.00
Utility Operator	Per Hour	\$47.00
Utility Worker	Per Hour	\$44.00
Facilities Coordinator	Per Hour	\$51.00
Police Chief	Per Hour	\$89.00
Police Officer w/ vehicle	Per Hour	\$75.00
Senior Associate Planner	Per Hour	\$48.00
Information Services Manager	Per Hour	\$73.00



CITY STAFF RATES (cont'd)		
TYPE	DESCRIPTION	FEE
Clerical Staff	Per Hour	\$28.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consultant or Contractors		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

PARKS		
TYPE	DESCRIPTION	FEE
Liquor Use Permit	Per Event	\$25.00
Overnight Camping Permit	Per Campsite	\$10.00
Vending Permit	Per Event	\$50.00
Overnight Moorage Permit	Per Boat	\$10.00
Parking Fee @ Boat Launch	Per Vehicle	\$5.00

PASSPORTS		
TYPE	DESCRIPTION	FEE
passport fee check is made payable to the US Department of State. The execution fee check is made payable to the		
<b>Passport Book</b>		
Passport Fee **	Age 16 and over	\$110.00
Execution Fee		\$25.00
		<b>Total \$135.00</b>
Passport Fee **	Under Age 16	\$80.00
Execution Fee		\$25.00
		<b>Total \$105.00</b>
<b>Passport Card</b>		
Passport Fee **	Age 16 and over	\$30.00
Execution Fee		\$25.00
		<b>Total \$55.00</b>
Passport Fee **	Under Age 16	\$15.00
Execution Fee		\$25.00
		<b>Total \$40.00</b>
Expediting Fee (Book Only)		\$60.00
File Search Fee		\$150.00
Overnight Delivery Return Fee	Passport book only	\$12.72
Overnight Delivery Fee to Agency		\$19.95
** Other conditions and restrictions may apply, see City Clerk's office for more details.		

MISCELLANEOUS FEES		
TYPE	DESCRIPTION	FEE
Photocopying	Materials copied on the copier on legal, letter or ledger size paper (includes packet material, ordinances, resolutions, minutes, contracts, etc.)	\$0.15
Oversize Documents/Plotter copies	per page, black & white	\$5.00
	per page, color	\$7.00
Duplication Audio Tapes CD's	Per tape/CD	\$1.50
CD or DVD Disk	Per disk	\$1.50
Transcription Preparation	staff time or outside agency	actual cost
	Deposit	\$300.00
City Clerk Certification of Documents	per page	\$1.00
King County Recording Fee	Per page, pass through King County fees	actual cost per King County
Return Check Fee		\$35.00
Return Check Fee plus door hanger for utility payments		\$45.00
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map	Oversized 18x24 or larger	\$7.00
	11x17	\$3.00
Zoning Code		\$50.00
Comprehensive Plan		\$85.00
Water Comp Plan		\$80.00
Sewer Comp Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
BD Design Standards & Guidelines		\$50.00
Each Section		\$10.00

# Exhibit 1

## Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 TO \$500.00	\$23.50
\$501.00 TO \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 TO \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 TO \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 TO \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 TO \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 TO \$1,000,000.00	\$3,233.00 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 AND UP	\$5608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours.....	\$119.03 per hour <sup>1</sup> (Minimum charge – two hours)
2. Re-Inspection fees.....	\$104.15 per assessment <sup>1</sup>
3. Inspections for which no fee is specifically indicated.....	\$104.15 per hour <sup>1</sup> (Minimum charge – one hour)
4. Additional plan review due to additions or revisions to plans.....	\$104.15 per hour <sup>1</sup> (Minimum charge – one hour)
5. Additional plan review due to Deferred Submittals.....	\$104.15 per hour <sup>1</sup> (Minimum charge – 1 hour)
6. For use outside consultants for plan checking and Inspections or both.....	Actual cost + 20%
7. Plan review shall be 65% of the permit fee when required.	
<b>Public Improvement Projects Fee Waiver.</b> The city administrator may, in his discretion, waive any or all of the permit fees required under the Uniform Building Code and any amendments thereto, for any public improvement project for which the city is providing some or all of the funding for said project.	

<sup>1</sup>Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Exhibit 2 - PLUMBING PERMIT FEES****Permit Issuance**

1. For issuing a plumbing permit associated with a building permit	\$40.00
2. For issuing a plumbing permit not associated with a current building permit.	\$100.00
3. For issuing each supplemental permit	\$12.00
4. Technology Fee - PLM/MEC	\$5.00

**Unit Fee Schedule (note the following do not include permit-issuing fee):**

1. For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and back flow protection thereof)	\$9.00
2. For each building sewer and each trailer park sewer	\$19.00
3. Rainwater systems - per drain (inside building)	\$9.00
4. For each water heater and/or vent	\$9.00
5. For each industrial waste pretreatment interceptor including its trap and vent except kitchen-type grease interceptors functioning as fixture traps	\$9.00
6. For each installation, alteration or repair of water piping and/or water treatment, each	\$9.00
7. For each repair or alteration of a drainage or vent piping, each fixture	\$9.00
8. For each lawn sprinkler system on any one meter including back flow protection devices thereof	\$9.00
9. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5	\$7.00
over 5, each	\$2.00
10. For each backflow protective device other than atmospheric type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$19.00
over 2 inch (51 mm) diameter	\$49.00
11. For initial installation and testing for a reclaimed water system	\$36.00
12. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$36.00
13. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$61.00
14. For each additional medical gas inlet(s)/outlet(s)	\$7.00
15. Spa & Hot Tubs	
16. Swimming Pool	

**Other Inspections and Fees:**

1. Inspections outside of normal business hours	\$125.00
2. Re-inspection fee	\$93.00
3. Inspections for which no fee is specifically indicated	\$93.00
4. Additional plan review required by changes, additions or revisions to approved plans (min. charge one-half hour)	\$93.00

**Exhibit 3 - MECHANICAL PERMIT FEES****Permit Issuance and Heaters:**

1. For issuing a mechanical permit associated with a building permit	\$40.00
2. For issuing a mechanical permit not associated with a current building permit.	\$100.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$9.00
3. Technology Fee - PLM/MEC	\$5.00

**Unit Fee Schedule (Note: the following do not include permit-issuing fee):****1. Furnaces**

For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3kW)	\$18.00
For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW)	\$22.00
For the installation or relocation of each floor furnace, including vent	\$18.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$18.00

**2. Appliance Vents**

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$9.00
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**3. Repairs or Additions**

For the repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00
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**4. Boilers, Compressors and Absorption Systems**

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW) or each absorption system to and including 1,000,000 BTU/h	\$18.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW) or each absorption system over 500,000btu/h (146.6kW) to and including 1,000,000 Btu/h (293.1kW)	\$45.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW) or each absorption system over 1,000,000btu/h (293.1kW) to and including 1,750,000 Btu/h (512.9kW)	\$67.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9kW)	\$112.00

**5. Air Handlers**

For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code)	\$14.00
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For each air-handling unit over 10,000 cfm (4719 L/s)	\$22.00
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**6. Evaporative Cooler**

For each evaporative cooler other than a portable type	\$14.00
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**7. Ventilation and Exhaust**

For each ventilation fan connected to a single duct	\$9.00
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For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$14.00
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For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$14.00
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**8. Incinerators**

For the installation or relocation of each domestic-type incinerator	\$18.00
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For the installation or relocation of each commercial or industrial type incinerator	\$18.00
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**9. Gas Piping**

Gas piping systems 1-5 outlets	\$17.00
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For each additional gas outlet over 5	\$3.00
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**10. Miscellaneous**

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$14.00
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**Other Inspections and Fees:**

1. Inspections outside of normal business hours, per hour (min. charge 2 hours)	\$125.00
2. Inspections for which no fee is specifically indicated, per hour (min. charge one-half hour)	\$93.00
3. Revisions to plans or to plans for which an initial review has been completed (min. charge one-half hour)	\$93.00

\*Building Official Contract fee + 10%

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15- 064</b>  <b>Resolution authorizing the Mayor to sign an agreement to purchase Credit Card Service with Invoice Cloud to process City Credit Card Payments.</b>	<b>Agenda Date:</b> September 17, 2015                      AB15-064	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$95.00 mo. Fund Source: -- Utility and other funds Timeline:	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 15- 1044 and Billing order form and agreements</b>		
<p>SUMMARY STATEMENT: The City is upgrading the Utility Billing system that was purchased from Vision Software and desires to purchase Credit Card processing that is already programed and integrated with their billing software. Vision Utility Billing is using Invoice Cloud to process Credit Card Payments as their single source process available. Invoice Cloud has provided the Mayor and city staff with three on line demos using other Washington cities that already use the process as examples of the ease of use of their credit card processing. Staff followed up with reference checks and were pleased with other cities improved processes and recommendations.</p> <p>This new automated Credit Card receipting process will provide the customers with a new automated payment and Utility billing on-line process. It will show customers 24 months of billing and payments information and allow easy automated payment processing. This will also save city staff time in processing Credit Card payments and automatically update each customer's account, which are now updated manually.</p> <p>Customers will have the option of processing Utility payments with their credit cards for a fee of \$2.95 each or \$1.95 for Stormwater only, or 2.95% fee for other non-utility payments. Customers will also have the option to make payments with e-Checks for \$1.95.</p> <p>The updating of the Utility Billing and Utility Payment processing is expected to be completed by November 2015.</p> <p>FISCAL NOTE (Finance Department): The estimated cost of \$95.00 per month is much less than we are currently paying for Credit Card Processing Fees and will save the city money in the future.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the Invoice Cloud Credit Card Processing Resolution and agreements at their August 13, 2015 Finance Committee Meeting and recommended approval.</p>		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 15-1044, authorizing the Mayor to execute an agreement to purchase credit card service processing with Invoice Cloud to process credit card payments.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2015		



**RESOLUTION NO. 15-1044**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON DECLARING THE PURCHASE OF INVOICE CLOUD CREDIT CARD AND E-CHECK PROCESSING SERVICES THAT IS INTEGRATED WITH THE CITY'S VISION UTILITY BILLING SYSTEM AS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS AS A PURCHASE LEGITIMATELY LIMITED TO A SINGLE SOURCE OF SUPPLY, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH INVOICE CLOUD IN THE AMOUNT OF \$95.00 PER MONTH FOR PURCHASE OF SOFTWARE SERVICES.**

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**WHEREAS**, the City seeks to purchase credit card and e-check processing service that is integrated with the city's Vision Utility Billing Software; and

**WHEREAS**, such purchase involves the City's use of the procedure in RCW 39.04.270 which is "competitive negotiation" for electronic data processing; and

**WHEREAS**, Invoice Cloud is the only vendor currently providing credit card and e-check payment services that are already integrated with Vision Utility Billing software, currently owned by the City of Black Diamond. Therefore they are a sole source vendor.

**WHEREAS**, there is an exemption in RCW 39.04.280 to competitive bidding and competitive negotiation requirements in state law; and

**WHEREAS**, RCW 39.04.280 provides that such requirements may be waived by the governing body of the municipality for "purchases that are clearly and legitimately limited to a single source of supply;" and

**WHEREAS**, in order to take advantage of this waiver, the City needs to document the facts in a resolution; Now, Therefore,

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

**Section 1.** The City Council hereby waives applicable competitive bidding/competitive negotiation requirements for the purchase of Invoice Cloud credit card processing and e-check processing services for the reasons set forth above, which the Council has determined constitute facts demonstrating a clear and legitimate limit to a single source of supply.

**Section 2.** The City Council hereby authorizes the Mayor to sign the contract attached hereto as Exhibit A with Invoice Cloud in the amount of \$ 95.00 per month, for credit card and e-check processing that integrates with Vision Utility Billing System.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2015.

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

## Exhibit A

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement. For clarification purposes, Lake Sawyer Boat Launch Parking Fees and Black Diamond Municipal Court are not invoice types listed in the Order Form, so the previous sentence does not govern payment processing for Lake Sawyer Boat Launch Parking Fees or Municipal Court Fees. During the transition period, for each of the invoice types listed in the Order Form, Biller is permitted to have an overlap with the existing payment processor.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein,

using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of two (2) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive two (2) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. In addition, Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

To the extent permitted by law, Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

**11. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE THE GREATER OF \$100,000 AND THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**12. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**13. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**14. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**15. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
- b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**16. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**17. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) and are agreed to by Invoice Cloud and the Biller. Section 4 of the aforementioned terms and conditions shall not apply.



## Bill Order Form

Sales Information		Services		Products		Biller Information	
Software Partner: Vision		Invoice Presentment <input checked="" type="checkbox"/>		IVR <input checked="" type="checkbox"/>		Fed Tax ID: 91-6016204	
Invoice Cloud Sales Partner:		ACH (EFT) Processing <input checked="" type="checkbox"/>		Check21 <input type="checkbox"/>		Organization Start Date: 1959	
Invoice Cloud Sales Contact: Carlyn Altheide		Credit/Debit Card Processing <input checked="" type="checkbox"/>		Online Bank Direct <input type="checkbox"/>		Web Site URL: <a href="http://www.ci.blackdiamond.wa.us/">http://www.ci.blackdiamond.wa.us/</a>	
GENERAL INFORMATION							
Ownership Type: Government				CUSTOMER SERVICE / TRAINING CONTACT		TECHNICAL SUPPORT	
Legal Name: City of Black Diamond <i>Note: This name will have to match on ALL documents</i>				Contact: Mayene Miller, Finance Director		Contact: Vision MS	
Address 1: 24301 Robert Drive, Suite B				Phone: 360-886-5707		Phone: 360-886-5707	
Address 2:				Email: <a href="mailto:mmiller@ci.blackdiamond.wa.us">mmiller@ci.blackdiamond.wa.us</a>		Email: <a href="mailto:mmiller@ci.blackdiamond.wa.us">mmiller@ci.blackdiamond.wa.us</a>	
City: Black Diamond		State: WA		Zip: 98010			
Name of Paperwork Signer: Carol Benson		Signer Title: Mayor		Notes: Send all paperwork to <a href="mailto:MMILLER@CI.BLACKDIAMOND.WA.US">MMILLER@CI.BLACKDIAMOND.WA.US</a>			
Signer Phone: 360-886-5700		Signer Email: <a href="mailto:cbenson@ci.blackdiamond.wa.us">cbenson@ci.blackdiamond.wa.us</a>					
<i>Note: Signer must sign ALL documents</i>							
PRICING							
Biller Portal Access Fee		\$ 75.00 Monthly		IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)		\$n/a Per Transaction	
Additional Biller Portal Access Fee		\$ 10.00 Monthly Quantity TBD		IC Payment Transaction Fee - Check 21		\$n/a Per Transaction	
Paperless Presentment (Includes 3 emails)		\$ 0.30 Per paperless invoice (NOT for e-bills, only when paper is suppressed)		Check Reader Quantity (Optional)		\$n/a Monthly \$n/a Per Transaction	
Additional Email Presentment		\$n/a Per Presentment		Online Bank Direct Access Fee (Optional)		\$n/a per month	
Credit Card Chargeback Fee		\$20.00 Per Chargeback		Online Bank Direct Transaction Fee (Optional)		\$n/a per transaction	
ACH Reject Fee		\$15.00 Per Transaction		Implementation Fees		\$0.00	
BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)							
Name of Checking Account (As it appears on check or Bank Letter):							
Bank Name:		Physical Address:			Phone:		
Depository	Your Invoice payment collections will be electronically deposited into this account.			Routing #		Account #	
Fees	Your Invoice and payment processing fees will be electronically deducted from this account.			Routing #		Account #	



# CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions), all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given by the Biller, including credit references of the Biller, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email ([contracts@invoicecloud.com](mailto:contracts@invoicecloud.com)) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency
- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day \_\_\_\_\_

Biller Signature

X

Corporate Officer

Carol Benson

Mayor

Print Name

Title

Accepted by Invoice Cloud:

X

#1 --- INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Utility (Water, Sewer & Stormwater)		Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store <input type="checkbox"/> Cloud Pay <input type="checkbox"/>	
Billing Software: Vision Utilities		Software Version: Printer:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: 1	
		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input checked="" type="checkbox"/>		Invoices per Cycle: 950	
Highest Invoice Amount: \$2,500		Average Invoice Amount: \$113	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)	
ACH (Electronic Check)	Service Fee paid by payer <input checked="" type="checkbox"/> \$0.95
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer): \$2.95	
Max Cap for Credit Cards : \$200	
IVR Pay-by Phone Transaction Fees	Service Fee paid by payer <input checked="" type="checkbox"/> Service Fee + \$1.00

#2 --- INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Stormwater		Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store <input type="checkbox"/> Cloud Pay <input type="checkbox"/>	
Billing Software: Vision Utilities		Software Version: Printer:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: 1	
		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input checked="" type="checkbox"/>		Invoices per Cycle: 500	
Highest Invoice Amount: \$2,500		Average Invoice Amount: \$16	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)	
ACH (Electronic Check)	Service Fee paid by payer <input checked="" type="checkbox"/> \$0.95
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer): \$1.95	
Max Cap for Credit Cards : \$100	

#3 --- INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Building Permits		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>	Information provided by: May Miller
Billing Software:		Software Version:	Printer:
Billing Frequency (How often bills are mailed) Monthly	Number of Installments: n/a	Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input type="checkbox"/>		Invoices per Cycle: 5	
Highest Invoice Amount: \$12,000		Average Invoice Amount: \$2,500	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer <input checked="" type="checkbox"/>	2.95%	With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer <input checked="" type="checkbox"/>	\$0.95	

#4 --- INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Police		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>	Information provided by: May Miller
Billing Software:		Software Version:	Printer:
Billing Frequency (How often bills are mailed) Monthly	Number of Installments: n/a	Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input type="checkbox"/>		Invoices per Cycle: 10	
Highest Invoice Amount: \$800		Average Invoice Amount: \$200	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer	<input checked="" type="checkbox"/>	2.95% With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer	<input checked="" type="checkbox"/>	\$0.95

#5 --- INVOICING PARAMETERS ( An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Business License		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>	
Billing Software:		Software Version:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: n/a	
Bill Mail Date: 1 <sup>st</sup> - 10 <sup>th</sup> <input type="checkbox"/> 11 <sup>th</sup> -20 <sup>th</sup> <input type="checkbox"/> 21 <sup>st</sup> -31 <sup>st</sup> <input type="checkbox"/>		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Highest Invoice Amount: \$150		Average Invoice Amount: \$60	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer	<input checked="" type="checkbox"/>	2.95% With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer	<input checked="" type="checkbox"/>	\$0.95

## Invoice Cloud Privacy Policy

Invoice Cloud, Inc. ("Invoice Cloud") is a technology leader in information commerce. We help businesses, such as merchants, software companies and partners, safely process customer transactions and understand the information related to those transactions.

Protecting the privacy of users of the Invoice Cloud operated websites is important to us. Invoice Cloud is committed to the security and privacy of our customers' and their customers' data. This Privacy Policy explains our commitment to safeguarding our billers and their customers' data and describes our data handling practices. This Privacy Policy lists the types of data Invoice Cloud collects, explains how we use and protect that data, and discloses our key procedures surrounding privacy.

By accessing any of our services or company operated websites (including those used by and containing the names of our billers - the "Site(s)"), you signify that your use is subject to the terms of this Privacy Policy. We may change this Privacy Policy from time to time by modifying the Privacy Policy and posting a new version here; the new version will become effective immediately.

The following sections make up our Privacy Policy.

### How Invoice Cloud Protects Your Privacy Internally

***Invoice Cloud will not review, share, distribute, or reference any Services Data (as defined below) except as provided in the Biller Agreement, this Privacy Policy or as may be required by law.***

Invoice Cloud wants your Business Information (as defined below) and the Customer Information (as defined below) to remain as secure as reasonably possible. We adhere to industry-standard technical safeguards and strict agreements with our employees who are permitted to access our customers' Business Information or Customer Information to maintain confidentiality of such information. When you conduct a transaction online, Invoice Cloud uses SSL encryption to encrypt your information before it is sent to us in order to ensure the integrity and privacy of the information that you provide to us via the Internet. Our services are hosted on servers that are co-located at a third-party facility with whom we have a contract providing for security measures. For example, hosted Services Data (as defined below) is submitted via SSL encryption and stored on a server equipped with industry standard firewalls.

Hosted data may include Services Data (defined below) and personally identifiable information and other information that belongs to our billers, our customers' customers, website visitors, or other users. Business Information and Customer Information collected by Invoice Cloud may include your or your customer's data entered in the course of using our services or performing transactions ("Services Data"). Invoice Cloud will not review, share, distribute, or reference any such Services Data except as provided in the Biller Agreement, or as may be required by law. Individual records of Services Data may be viewed or accessed by authorized Invoice Cloud employees, agents or independent contractors only for the purpose of resolving a problem, support issues, suspected violation of the service or license agreement, or as may be required by law. Invoice Cloud policy requires that both employees and consultants execute a confidentiality agreement before working for and with Invoice Cloud. Those employees that violate our Privacy Policy are subject to disciplinary action, up to and including termination. In every case, customers are responsible for maintaining the security and confidentiality of their usernames and passwords.

### Business Information and Customer Information Collection and Use By Invoice Cloud

Invoice Cloud collects the Business Information and Customer Information necessary to enable us to respond to your requests for our products and services, for you to use our services, to perform transactions, and to send you information regarding our products and services from time to time. Since many of the users of our products

and Sites use the aforementioned capabilities in their capacity as employees of companies, governmental authorities and other organizations (collectively "organizations"), much of the Business Information and Customer Information we collect will be in that capacity (rather than information about you individually, such as your personal tastes, etc.). For these purposes, we have defined "Business Information" as any information that identifies or may identify an organization or an individual contact at an organization or that allows others to contact an organization or an individual contact at an organization. For these purposes, we have defined "Customer Information" as any information that is provided by customers of organizations that use the Invoice Cloud products and services such as name, address, balances, payment amounts, account number, e-mail address and other relevant account information. When you use our Site to perform or process transactions, you may be asked to submit Services Data such as:

- **Your name, mailing address, city, state, zip code, email address, phone number,**
- **Your bill payment (including payment amount and designated payee),**
- **Your credit or debit card or bank account numbers, expiration date, cardholder name,**
- **Tax ID, Social Security Number (SSN), and/or employer identification number.**

When you visit the Site, you may also be asked to submit information such as email address, company name, address, and/or phone number. In addition, we collect credit card and related payment information when you or your customers use our products or services online in the processing of transactions. Our information collection and use practices are described in more detail below:

**Services Registration/Account Set Up:** You may be asked, on behalf of your organization, to complete registration/activation form(s) on the Sites or on paper with contact information for use by Invoice Cloud in accordance with this policy. Registration or activation information may include the name of your company, contact information, product information, customer ID, bank account information, federal ID numbers, bank account, credit card, ACH, contact information and other relevant information in order to set up accounts and process transactions.

**Customer Profile:** We also collect Business Information and Customer Information when you or your customers create a profile or account on some of the Sites. This information is required in order to access certain areas of the Sites, perform transactions, and request information from us about our products and services. This information includes organization name, contact information and other information, and the products and services you may have licensed. We use this information in accordance with this policy to identify you, process your requests, and administer your Invoice Cloud account(s).

**Support:** We may offer certain limited online support services at the Sites. If you access online support on any of the Sites, you may be asked for information such as customer ID, product name, product version, and other information to help us determine what the technical issues are and how best to help you resolve them. In addition, certain products and services may allow you to submit support-related questions directly from the product.

**Cookies:** We also use Cookies to enhance the user experience, deliver personalized content, and collect information about the use of the Sites. "Cookies" are small computer files that we transfer to your computer's hard drive. Cookies allow us to statistically monitor how many people are using the Sites and for what purposes, how often someone visits the Sites, and the length of their stay. We also use Cookies to prevent you from having to re-enter your identification and password information each time you visit our Sites. Cookies are not designed to retrieve personal or business data from your hard drive or your email. Most browsers are initially set to accept Cookies, but users can change the setting to refuse Cookies or to be alerted when Cookies are being sent. Although refusal of Cookies will not interfere with the ability to interact with most of the Sites, you may need to accept Cookies in order to access information and use certain functions. For example, Cookies are required to be accepted for access to our web-based services or desktop products with online features. The Cookies are renewed each time a user logs on to one of the Sites that uses Cookies.

**Information You Give Us:** We receive and store any information you enter on our Site or give us in any other way. See this Privacy Policy for examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features.

**Information from Other Sources:** We might receive information about you from other sources such as your customer or your biller and add it to our account information.

### **Disclosure of Your Business Information and Customer Information**

From time to time, Invoice Cloud may be required to release Business Information and/or Customer Information: 1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order; 2) to enforce or apply the terms of any of our billers, service or license agreements; or 3) in special cases, such as protecting the rights, property, or safety of Invoice Cloud, our customers, or others. We may also provide Business Information to government agencies and to our third party service providers including payment processors, clearinghouses, payment settlement organizations, credit card processors, banks, and contractors ("Partners") to: enable the services, and the processing of transactions using Business Information, Customer Information and/or Services Data, and/or provide you with a product or service requested by you. Invoice Cloud also may use and disclose Customer Information and Business Information in the aggregate that does not allow you to be identified to, or contacted by, third parties ("Aggregate Information"). For example, we might inform third parties regarding the number of users of the Sites and the activities they conduct while on the Sites.

**Partner and Government Services:** Invoice Cloud may engage Partners to perform functions on our behalf, which may include assisting us in processing your Business Information and Customer Information. Certain Partners, organizations and government agencies may collect Business Information, Customer Information and/or Services Data (such as business name, address, email address, credit card information, and customer ID) directly from you and use of that information and other information provided by you. These third parties may not be governed by this policy even though those Partners and government agencies may share such information with Invoice Cloud. Any collected Business Information, Customer Information and/or Services Data, provided to Partners are subject to the restrictions referenced below under the section entitled Third Party Service Providers.

**Services and Product Data:** Invoice Cloud will not access your Services Data except in the following limited circumstances: (1) to provide you with technical support, solely at your request and with your permission; (2) on a limited-access basis to install updates, produce regular backups, or restore data from backups at your request; (3) where the inherent purpose of the product or service requires Invoice Cloud to provide the Services Data to a third party on your behalf (for example where Invoice Cloud initiates or processes transfers on your behalf) and, (4) to utilize Aggregate Information (defined below) derived from Services Data to help us improve our products and services and in developing additional offerings. Invoice Cloud will not provide your Services Data to any third party or permit any third party to access your Services Data, except by your permission or to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order. In addition, if at any time you decide to discontinue your use of the applicable service, your Services Data will be destroyed and removed from all servers according to terms set forth in your Billers or similar agreement.

### **This Site is Not Directed at Persons Under the Age of 13**

Our Site is not directed at persons under the age of 13, and Invoice Cloud does not collect or maintain information at our Site from persons we actually know are under the age of 13.

### **InvoiceCloud Site May Be Linked to Other Websites**

Invoice Cloud may create links to third-party websites. Invoice Cloud is not responsible for the content or privacy practices employed by websites that are linked to our website. This privacy policy applies only to the information we collect on the Site. This Privacy Policy does not apply to information we collect through other methods or sources, including sites owned or operated by our affiliates, vendors or partners.

### **Consent to Transfer**

Users located outside the United States who submit Business Information or Customer Information to Invoice Cloud via the Sites should be aware that the information they submit will be transferred to our servers located in the United States. Your submission of Business

Information or Customer Information to us constitutes your consent to this transfer. Although Invoice Cloud will collect and use your Business Information or Customer Information only as stated in this Privacy Policy, laws generally applicable to the protection of personal data in the United States may not be as stringent as those in some users' home jurisdictions.

### **Does Invoice Cloud Share the Information It Receives?**

***Information about our customers is an important part of our business, and we are not in the business of selling it to others.*** We share Business Information and Customer Information only as described in biller and related agreements and this Privacy Policy.

**Third-Party Service Providers:** We engage Partners to perform functions on our behalf. Examples include processing and clearing transactions, sending postal mail and e-mail, analyzing data, processing credit card, ACH and other payments, and providing customer service. They have access to personal information needed to perform their functions but may not use it for other purposes.

**Business Transfers:** As we continue to develop our business, we might sell or buy subsidiaries or business units. In such transactions, Business and Customer Information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice). Also, in the unlikely event that Invoice Cloud, Inc. or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

**Protection of invoicecloud.com and Others:** We release account and other personal information when we believe release is appropriate to comply with the law, to enforce or apply any conditions of use, biller agreements and other agreements, or to protect the rights, property, or safety of invoicecloud.com, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. ***However, this does not include selling, renting, sharing, or otherwise disclosing Services Data (personally identifiable information from customers) for commercial purposes in violation of the commitments set forth in this Privacy Policy.***

**With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

### **We Use Appropriate Security Safeguards**

At Invoice Cloud, security is a priority. Invoice Cloud employs appropriate measures, including advanced technology, to protect personal information collected online against unauthorized access, disclosure, alteration or destruction. These measures may include, among others, encryption, physical access security, and other appropriate technologies. Invoice Cloud reviews and enhances its security systems, as necessary.

### **Changes to this Privacy Policy**

Invoice Cloud may change this Privacy Policy at any time by posting the current policy to the Sites. Your use of



the Sites constitutes acceptance of the provisions of this Privacy Policy, and your continued usage after such changes are posted constitutes acceptance of each revised Privacy Policy.

**Contacting Us**

Questions regarding this Privacy Policy or the information practices of the Company's website should be directed to

[privacy@invoicecloud.com](mailto:privacy@invoicecloud.com).

Version 2.2 August 20, 2011

## BILLERS TERMS AND CONDITIONS ([www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions))

### 1. Definitions.

As used in the Agreement and in any Biller Order Form now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller Data" means invoices and bills of the Biller;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution that Biller previously presented to Invoice Cloud under this Agreement;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, taxpayers and users of services of Biller;

"Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by executing a Biller Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"Payment Instrument Transaction" is transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Services. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail);

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement.

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other corporate services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via [www.invoicecloud.com](http://www.invoicecloud.com) or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, to which Biller are being granted access under this Agreement, including the Invoice Cloud Technology and the Content;

"Submitter" means the Biller's status under the Agreement and Order Form where Biller's Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) utilizing either a Payment Instrument or a bill presentment in which consideration is or to be exchanged or tax is or to be due between the Customer and Biller;

"Transaction Data" means the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

**2. Biller's Responsibilities** Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller may not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized

access to the Service or its related systems or networks. Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller agrees to provide Invoice Cloud with complete and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested.

Any change in a return/ cancellation policy with the transactions underlying the Transaction Data must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

The following is applicable is to any Biller who is a Submitter , and to AMEX credit card charges:

As to all Transactions Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transaction Data represents payment or refund of payment, for a bona fide transaction.
- (2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.
- (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.
- (4) The Transaction Data is free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any transaction submitted to Invoice Cloud to credit a Customer's account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.
- (12) All Transaction Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or inaccurate Transaction Data.

**3. Chargebacks** If Biller is subject of excessive Chargebacks, in addition to our other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) request that Biller in every case commence issuing refund and related payments directly to Customer; (ii) notify Biller of a new rate that will be charged to process Chargebacks; (iii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines or request a Reserve Amount (where a Reserve Account is noted under the Biller Order Form or as otherwise required under the terms of this Agreement or other agreement with Invoice Cloud or any payment processor); or (iv) terminate the Agreement. Biller also agrees to pay any and all penalties, fees, fines and costs assessed against Invoice Cloud (or the payment processor) relating to your violation of this Agreement, or other agreement related thereto.

Biller agrees that it is fully liable if any Transaction, for which Invoice Cloud has provided Biller credit or paid Biller, is the subject of a Chargeback or ACH rejects or reversals or other refunds or credits. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse us as provided for in this Agreement, or has insufficient funds to draw from in the Billers Debit Account (to the extent applicable as provided in Section 4 below) then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller shall indemnify, defend and hold Invoice Cloud harmless therefrom. The Billers Debit Account will contain sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may (but is not required to) apply funds in the Billers Debit Account (to the extent applicable as provided in Section 4 below) toward, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to this Agreement. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

The following are some of the most common reasons for Chargebacks; in no way is this intended to be an exhaustive list of possible Chargeback reasons:

- (1) Failure to issue a refund to a Customer as required.
- (2) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules.
- (3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account). In addition, Biller shall be responsible to Invoice Cloud for charges against any reserves required by payment or credit card processors; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

#### **4. Certain Contractual Terms.**

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) charge against any reserves required by payment or credit card processors; (ii) a Chargeback, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties; or (v) relating directly or indirectly to Biller's or its authorized users' use of the Service. Invoice Cloud may receive a Chargeback from a Transaction where Biller has a submitter agreement, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

To the extent that the Biller's Agreement does not have a Biller indemnification or limitation of liability clause respectively, the above clauses shall control and be binding on the Biller.

#### **6. Biller Deposit Account Automatic Debit (Applicable where Biller Debit Account has been designated on the Biller Order Form)**

Where Biller authorizes Invoice Cloud's receipt of all fees and periodic fees referenced in the Biller Order Form - from payments made by Customers, or from credit card processors, bank card issuers, payment associations, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller's account(s) used for this purpose ("Biller's Debit Account(s)") the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects or reversals, refunds and other fees due hereunder resulting therefrom. Biller shall be responsible for and pay all fees or charges

relating to Biller's Debit Account and the automatic debit facility, in accordance with the terms thereof. In addition, with respect to any invoices and/or payments that are processed through the Service, the Biller's agreements with all such credit card processors, bank card issuers, ACH and check processors shall require remittance and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller's Debit Account to pay all periodic fees, Chargebacks, ACH rejects, reversals refunds and other fees due hereunder resulting therefrom.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT: AB15-065</b> <b>Resolution executing an amendment to the grant agreement with King County Department of Community &amp; Human Services, Housing and Community Development for the Downtown AC Water Main Replacement and Looping Project.</b>	<b>Agenda Date: September 17, 2015</b>	
	<b>AB15-065</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$0	Public Works – Seth Boettcher	X
Fund Source: --	Court – Stephanie Metcalf	
Timeline: Extends to July 16, 2016		
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 15-1045; Grant amendment; Original Schedule from Agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City executed a grant agreement with King County January 15, 2015 for the Downtown AC Water Main Replacement and Looping project. The execution of that agreement was delayed for several months due to obstacles at the federal level that Public Works staff had to overcome.</p> <p>Because of the delays, design was not completed until May and the project went to bid in June, an unfavorable time to solicit bids from contractors. Bids came in much higher than the engineer's opinion of probable cost.</p> <p>Because of the high bids, Public Works staff solicited King County to extend the agreement so the City could re-bid the project in the late fall/early winter, a more favorable time to solicit bids. King County agreed and submitted this extension that would move the project completion date from November 2015 to July 2016.</p> <p>This amendment will need to be executed via DocuSign electronic signature (as was the original agreement).</p> <p><b>FISCAL NOTE (Finance Department):</b>            If bids come in similar to those received in June, there are funds available in the proposed 2016 budget to cover any cost overruns. The grant amount is \$225,000.</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>            Public Works Committee recommends extending the schedule.</p>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1045, authorizing the Mayor to execute an amendment to the grant agreement with King County Department of Community and Human Services, Housing and Community</b></p>		

**Development to extend the project schedule for the Downtown AC Water Main Replacement and Looping project.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2015		

**RESOLUTION NO. 15-1045**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT WITH KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES, HOUSING AND COMMUNITY DEVELOPMENT TO EXTEND THE PROJECT SCHEDULE FOR THE DOWNTOWN AC WATER MAIN REPLACEMENT AND LOOPING PROJECT**

**WHEREAS**, the City received a King County Community Development Block Grant in the amount of \$225,000 for the Downtown AC Water Main Replacement and Looping project; and

**WHEREAS**, project delays caused the City to go to bid at an unfavorable time to solicit bids; and

**WHEREAS**, Public Works staff negotiated an extension of the original deadline for project completion to allow the City to go to bid at a more favorable time to solicit bids; and

**WHEREAS**, this amendment with King County extends the project deadline from November 2015 to July 2016;

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

**Section 1.** The Mayor is hereby authorized to execute an amendment to the grant agreement with King County Department of Community and Human Services, Housing and Community Development to extend the project schedule for the Downtown AC Water Main Replacement and Looping project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk





Department of Community and Human Services  
Community Services Division  
Housing Community Development Section  
(206) 263-9105 TTY Relay: 711

### CONTRACT AMENDMENT

DCHS /	<u>CSD / Housing Community Development</u>	Contract No.	<u>5695158</u>
Project/Exhibit(s)	<u>II - Black Diamond Water Main &amp; Looping (C14247-1122979)</u>	Original Contract Date	<u>08/19/2014</u>
Contractor	<u>City of Black Diamond</u>	Amendment No.	<u>1</u>
Address	<u>P.O. Box 599</u> <u>Black Diamond, WA 98010</u>	Amendment Start Date	<u>09/01/2015</u>

Amendment Requested By:

Amendment Effects:

Community Services Division

Kathy Tremper / (206) 263-9097

<u>          </u>	Scope of Service
<u>  X  </u>	Time of Performance
<u>          </u>	Compensation
<u>          </u>	Method of Payment

### PURPOSE

Extend the Contract and Exhibit end date to July 16, 2016 to allow for a favorable bidding environment and pre-address weather related construction delays impacting the timeline for completion of the project.

#### A. STANDARD CONTRACT CHANGES

Change Contract end date to July 16, 2016

#### B. EXHIBIT CHANGES

#### **EXHIBIT II - BLACK DIAMOND WATER MAIN & LOOPING (C14247-1122979)**

##### Section I. WORK STATEMENT,

Change Exhibit end date to July 16, 2016.

Section IV, COMPENSATION AND METHOD OF PAYMENT,

Change paragraph D.2 to read

2. The project shall be implemented in accordance with the following schedule:

Activity	Estimated Completion Date
Project out to Bid	November 2015
Bid Opening	December 2015
Bid award	January 2016
Pre-Construction Meeting	January 2016
Start of Construction	March 2016
Construction 50% complete	April 2016
Construction complete	June 2016
Closeout	July 16, 2016

In Process

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF BLACK DIAMOND

FOR

King County Executive

Signature

Date

NAME (Please type or print)

Date

## 2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
Required Environmental Studies	\$ 4,000	\$ 0	\$ 4,000
Professional Engineering and Design Services	\$ 50,000	\$ 0	\$ 50,000
Construction Contract: Line 30 from Table D.3 of application (Include Sales Tax and Construction Contingency)	\$171,000	\$ 4,000	\$175,000
Project Management @ 4%	\$ 0	\$ 11,000	\$ 11,000
Other: Inspection Services	\$ 0	\$ 10,000	\$ 10,000
<b>TOTAL CONTRACT BUDGET:</b>	<b>\$225,000</b>	<b>\$ 25,000</b>	<b>\$250,000</b>

## D. Project Milestones

The following milestones shall be set forth for project accomplishment. Milestones may be amended from time to time with the written Contract of the COUNTY and BLACK DIAMOND.

The Project shall be implemented in accordance with the following schedule.

Milestones	Projected Completion Date
Environmental Review Complete	August 15, 2014
Design Complete	June 2015
Bid Specs Ready to be Published	July 2015
Bid Opening	July 2015
Preconstruction Conference	September 2015
Construction 50% Complete	October 2015
Construction Complete	November 2015
Labor Standards Reviewed and Accepted Release Retainage	November 2015
Final Voucher Submitted	November 15, 2015
Project Funding Report Form Completed	November 2015
Project Closed	November 2015

## E. Liaison Responsibility

Scott Hanis will act a liaison from BLACK DIAMOND for the PROJECT.

Eric Jensen will act as liaison from the COUNTY.

## F. Special Requirements

- Each party is an independent CONTRACTOR with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.

# BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT AGENDA BILL

Black Diamond  
Transportation Benefit District  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-001</b>  <b>Resolution adopting license tab fees</b>	<b>Agenda Date: September 17, 2015</b>	
	<b>AB15-001</b>	
	Chair, Carol Benson	
	Attorney Carol Morris	
	Board Clerk – Brenda L. Martinez	
	Ex officio advisor – Seth Boettcher	
	Treasurer – May Miller	
Cost Impact ----- none; \$60,000 revenue for 2016		
Fund Source: -- from license tab fees		
Timeline: As soon as possible as there is a 6 month delay in collection		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Chair <input type="checkbox"/> Black Diamond City Council <input type="checkbox"/> Staff Advisor		
<b>Attachments: Resolution No. 15-01</b>		
<b>SUMMARY STATEMENT:</b> <p>The City Council in considering the establishment of the Transportation Benefit District discussed the license tab fee and was in general agreement that the \$20 level was an appropriate level. The staff is recommending taking the action to set the license tab fee right away as delay right would further reduce the amount of revenue collected next year.</p> <p>The formation of the Transportation Benefit District has been the main option available to the City for additional revenue to close the gap in funding for the Street Department services in Black Diamond. Now that the Transportation Benefit District has been formed one of the first actions is to make a decision as to the revenue options that are available to the District.</p> <p><b>FISCAL NOTE (Treasurer):</b> It is estimated that the Transportation Benefit District will collect about 9 months of license tab fees in 2016 which works out to be an estimated \$60,000 of revenue.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-01, authorizing a twenty dollar (\$20.00) vehicle license fee pursuant to RCW 36.73.065 and RCE 82.80.140.</b>		
<b>RECORD OF BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2015		

BLACK DIAMOND  
TRANSPORTATION BENEFIT DISTRICT  
RESOLUTION NO. 15-01

A RESOLUTION OF THE BLACK DIAMOND, WASHINGTON,  
TRANSPORTATION BENEFIT DISTRICT, AUTHORIZING A  
TWENTY DOLLAR (\$20.00) VEHICLE LICENSE FEE PURSUANT  
TO RCW 36.73.065 and RCW 82.80.140.

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WHEREAS, the City Council of the City of Black Diamond has the responsibility under the Constitution of the State of Washington for the improvement, maintenance and protection of public ways within the corporate limits of the City of Black Diamond, pursuant to RCW 35.23.440(33) and chapter 35.77 RCW; and

WHEREAS, chapter 36.73 RCW provides for the establishment of transportation benefit districts (TBD) by cities and counties and authorization to levy and impose various taxes and fees to generate revenue to support transportation improvements within the district that are consistent with state, regional or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, the Black Diamond City Council created the Black Diamond Transportation Benefit District in Ordinance No. 15-1057; and

WHEREAS, RCW 36.73.040(3)(b) authorizes a transportation benefit district to impose a vehicle fee in accordance with RCW 82.80.140; and

WHEREAS, RCW 36.73.065(4)(a)(i) allows a transportation district that includes all of the territory within the boundaries of the jurisdiction establishing the district to impose, by majority vote of the governing board of the district, a vehicle fee of up to \$20.00, as authorized in RCW 82.80.140; and

WHEREAS, since 2009, the City of Black Diamond's street revenues from the State Gas Tax and other sources have declined by nearly \$50,000, Real Estate Excise Tax revenue has declined and the cost of operations and maintenance has gone up by approximately \$70,000; and

WHEREAS, the Governing Board of the Black Diamond Transportation Benefit District finds that it is appropriate to establish a twenty-dollar annual vehicle license fee

that will generate an estimated \$81,000 annually to provide supplemental funds to cover the basic maintenance and operations of the street department within the District boundaries; and

WHEREAS, in accordance with RCW 82.80.140(4), the TBD may fix and impose an annual \$20.00 vehicle license fee, but no fee may be collected until six months after approval under RCW 36.73.065; and

WHEREAS, it is the expectation of the Black Diamond Transportation Benefit District to have the City of Black Diamond cover the maintenance and operation duties of the Transportation Benefit District ; and

WHEREAS, the Black Diamond Transportation Benefit District considered the adoption of this Resolution during its first meeting of Sept 17<sup>th</sup>, 2016;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT AS FOLLOWS:

Section 1. Fee Imposed. An annual vehicle license fee in the amount of twenty dollars (\$20.00) is established consistent with RCW 36.73.065, to be collected by the Washington State Department of Licensing on qualifying vehicles, as set forth in RCW 82.80.140 and chapters 36.73 and 46.16 RCW.

Section 2. Use of Revenues. The revenues generated by the license fee shall be used in accordance with the purposes set forth in Transportation Benefit District formation ordinance

- A. Preservation, Operations and maintenance of the District's transportation infrastructure;
- B. Enhancing bicycle and pedestrian safety and mobility within the District; and
- C. Improving mobility and safety for people with disabilities.

Section 3. Implementation. The Black Diamond Transportation Benefit District requests that the City Clerk for the City of Black Diamond notify the Washington State Department of Licensing of the vehicle license fee established in Section 1 of this Resolution and to request that the Department of Licensing take all the steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

PASSED by the Black Diamond Transportation Benefit District this 17<sup>th</sup> day of September, 2015.

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Chairperson, Carol Benson

AUTHENTICATED:

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Brenda Martinez, Clerk of the Board

APPROVED AS TO FORM:

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Carol A. Morris, Attorney

# BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT AGENDA BILL

Black Diamond  
Transportation Benefit District  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> AB15-002  <b>Resolution adopting the Material Change Police as required by RCW 36.73.160(1)</b>	<b>Agenda Date: September 17, 2015</b>	
	<b>AB15-002</b>	
	Chair, Carol Benson	
	Vice Chair, Tamie Deady	
	Attorney Carol Morris	
	Board Clerk – Brenda L. Martinez	
	Ex officio advisor – Seth Boettcher	X
	Treasurer – May Miller	
Cost Impact (see also Fiscal Note): \$		
Fund Source: --		
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Chair <input type="checkbox"/> Black Diamond City Council <input type="checkbox"/> Staff Advisor		
<b>Attachments: Resolution No. 15-02</b>		
<b>SUMMARY STATEMENT:</b>  <p>The material change policy is state law requirement. The policy requires that a public hearing be held if a project exceeds the established budget by more than 20%. The board would then determine how the budget shortfall should be addressed. There are also two more provisions for potential board consideration for major changes in scope or schedule of a project.</p> <p>The material change policy is applicable to capital projects. The current proposed TBD budget is focused on street operations and maintenance activities. Other than the requirement for a public hearing these policies are very similar to the City's existing administrative capital project and budgeting policies.</p> <p><b>FISCAL NOTE:</b> This policy will cause a slightly higher administrative cost.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-02, adopting the Material Change Policy as required by RCW 36.73.160(1).</b>		
<b>RECORD OF BLACK DIAMOND TRANSPORTATION BENEFIT DISTRICT ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2015		



BLACK DIAMOND, WASHINGTON  
TRANSPORTATION BENEFIT DISTRICT  
RESOLUTION NO. 15-02

A RESOLUTION OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, TRANSPORTATION BENEFIT DISTRICT,  
ADOPTING THE MATERIAL CHANGE POLICY AS REQUIRED BY  
RCW 36.73.160(1).

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WHEREAS, the Black Diamond City Council created the Black Diamond  
Transportation Benefit District in Ordinance No. 15-1057; and

WHEREAS, chapter 36.73 RCW requires that the Transportation Benefit District  
adopt a Material Change Policy; and

WHEREAS, the Black Diamond Transportation Benefit District considered the  
adoption of this Resolution during its special meeting of September 17, 2015, Now,  
Therefore,

IT IS HEREBY RESOLVED BY THE BLACK DIAMOND TRANSPORTATION  
BENEFIT DISTRICT AS FOLLOWS:

Section 1. Material Change Policy.

A. *Material Change to Cost.* In the event an approved transportation  
improvement exceeds the adopted budget by more than twenty per cent (20%) as  
approved annually by the Governing Board, the Board shall hold a public hearing to  
solicit comments from the public regarding the manner in which the cost change should  
be resolved. TBD Staff shall consult with the Board Chair prior to setting the public  
hearing.

B. *Material Change Scope.* In the event that the scope of a transportation  
improvement materially changes from that originally anticipated scope identified at the  
time of the annually adopted budget by the TBD Board, the TBD Staff shall determine  
whether or not to convene a meeting of the Board for discussion.

C. *Material Change to Schedule.* In the event that the schedule of a  
transportation improvement materially changes in a way that significantly impacts other  
TBD budget levels or the schedule changes exceed ninety (90) days, the TBD staff shall  
consult with and review such changes with the Board Chair. The Board Chair shall  
determine whether or not to convene a meeting of the Board for discussion.

PASSED by the Black Diamond Transportation Benefit District this 17<sup>th</sup> day of September, 2015.

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Chairperson, Carol Benson

AUTHENTICATED:

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Brenda L. Martinez, Clerk of the Board

APPROVED AS TO FORM:

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Carol A. Morris, Attorney