



CITY OF BLACK DIAMOND
November 5, 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** – November 5, 2015, No. 42824 through No. 42882 (void 42823) and EFTs in the amount of \$154,324.51
- 2) **Minutes** – Council Meeting of October 15, 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:

- | | |
|--|---------------|
| 3) Proposed Ordinances Adopting 2016 Property Tax Increase | Ms. Miller |
| 4) Proposed Stormwater Management Plan | Mr. Boettcher |

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|---------------|
| 5) Res No. 15-1047 – Authorizing Addendum #1 to Professional Services Agreement with Stantec Consultant Services, Inc. | Mr. Boettcher |
| 6) Res No. 15-1048 – Authorizing Two Year On-Call Professional Services Agreement with Parametrix, Inc for Transportation Engineering Services | Mr. Boettcher |
| 7) Res No. 15-1049 – Authorizing an Agreement with the Black Diamond Community Center | Mayor Benson |

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:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing on Property Tax Ordinance No. 15-XXXX, setting the Property Tax Dollar amount for 2016	Agenda Date: November 5, 2015	
	AB15-072	
	Mayor Carol Benson	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development/Natural Resource– Barbara Kincaid	
	Finance – May Miller	X
	MDRT & Economic Development – Andy Williamson	
Cost Impact (see also Fiscal Note):		
Fund Source: Various		
Timeline:		
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance No 15-XXXX, Levy certifications, Preliminary KC worksheet and Tax chart		
SUMMARY STATEMENT: Public Hearing for 2016 Property Tax Ordinance setting the Dollar amount.		
<p>Per RCW 84.52.020 the property tax certifications must be filed with King County no later than December 4, 2015 for Property Taxes to be collected in 2016 to be used for Public Safety including Fire, Police and Emergency Services.</p>		
<p>This public hearing is on an ordinance to set the Property Tax Dollar amount for the 2016 Property Taxes to be collected in 2016. This ordinance Includes the allowed 1% increase over last year's levy which is allowed for cities under 10,000 population. A Public Hearing is being held on November 5 and November 19, with council action expected on November 19, 2015.</p>		
<p>King County has sent a preliminary Levy Limit worksheet showing last year's levy of \$1,453,542 and the allowed 1% increase of \$14,535 and refund of \$1,054, for total base levy of \$1,469,131, which does not include New Construction, State Assessed property and any adjustments. A preliminary estimate has also been included for the New Construction, Annexations, State Assessments and adjustments, but these amounts usually change in the final worksheet which is not expected until about December 4, 2015 after we have already adopted our levy. Since we will not know the final amount until after the adoption, I have included an estimate of \$30,000 to cover the possible additional tax items for a total potential levy of \$1,499,131. Our levy will be adjusted down by King County to the actual final amounts, but cannot be increased.</p>		
<p>King County estimates our total 2015 city Assessed Valuation at \$659,406,716 an increase of \$69,081,219 over 2015 or a 10.5 % increase. Each property tax bill is calculated by the county and they set the actual levy rate once they have finalized all assessments and individual valuations.</p>		
<p>All of Black Diamonds Property Taxes funds are used for Public Safety and provide approximately 64% of the revenue needed to cover Public Safety costs.</p>		

FISCAL NOTE (Finance Department): The additional \$14,535 from the allowed one percent increase is included in the 2015 Preliminary Budget, pending Council approval on November 19, 2015.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Finance Committee reviewed the Property Tax Ordinance's at their October 29, 2015 meeting and recommended approval.

RECOMMENDED ACTION: PUBLIC HEARING.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 05, 2015		

ORDINANCE NO. 15-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2016 ON ALL PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND FOR THE ENSUING YEAR AS REQUIRED BY LAW AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the cities under 10,000 population may increase the regular property tax levy from the previous year by up to one percent, and

WHEREAS, the City Council has properly given notice of the Public Hearings held on November 5, 2015 and November 19, 2015 to consider the City's 2016 Property Tax Levy and the Preliminary Budget including the Revenue Sources, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of Black Diamond, Washington has met and considered the Public Safety budgets for the year of 2016; and

WHEREAS, a public hearing was held on November 5, 2015 and November 19, 2015 regarding the 2016 Budget and the property tax levy, and

WHEREAS, King County requires that the 2016 Property Tax Levies be submitted by November 30, 2015; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. **Increased Amount.** The preliminary assessed valuation of \$659,406,716 is adopted. A regular property tax for 2016 is hereby levied in the amount \$1,499,131 which includes the allowed one percent increase of \$14,535 over last year's levy, a refund of \$1,054 from prior year and includes an estimated \$30,000 for any increases resulting from additional new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property or any annexations that have occurred and adjustment made by the county. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount allowed.

Section 2. **Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or Federal law or regulations, such decisions or preemptions shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 19th day of November, 2015.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing on Property Tax Ordinance No. 15-XXXX, setting the base Property Tax Dollar increase and percentage increase as calculated by King County for 2016 Property Taxes.	Agenda Date: November 5, 2015	
	AB15-072A	
	Mayor Carol Benson	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Community Development/Natural Resource– Barbara Kincaid	
	Finance – May Miller	X
	MDRT & Economic Development – Andy Williamson	
Cost Impact (see also Fiscal Note):		
Fund Source: Various		
Timeline:		
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Ordinance No 15-XXXX, Levy certifications, Preliminary KC worksheet and Tax chart		
SUMMARY STATEMENT: Public Hearing for 2016 Property Tax Ordinance setting the base Dollar amount increase and percentage increase as calculated by King County.		
<p>Per RCW 84.52.020 the property tax certifications must be filed with King County no later than December 4, 2015 for Property Taxes to be collected in 2016 to be used for Public Safety including Fire, Police and Emergency Services. This public hearing is on an ordinance to set the Property Tax Dollar and percentage increase as calculated by King County for the 2016 Property Taxes to be collected in 2016. This ordinance Includes the calculations prepared by King County. A Public Hearing is being held on November 5 and November 19, with council action expected on November 19, 2015.</p>		
<p>King County has sent a preliminary Levy Limit worksheet showing a base increased allowed dollar amount of \$11,215 at .77%. This was calculated by King County with a revised actual 2015 levy which reduces the allowed 1% increase of \$14,535 to a net increase of \$11,215 or .77%. The base levy rate also decreased from \$2.42 per thousand of Property Value to \$2.24. This base rate does not include New Construction, State Assessed property, refunds and any adjustments.</p>		
<p>King County estimates our total 2015 city Assessed Valuation at \$659,406,716 an increase of \$69,081,219 over 2015 or a 10.5 % increase. Each property tax bill is calculated by the county and they set the actual levy rate once they have finalized all assessments and individual valuations.</p>		
<p>All of Black Diamonds Property Taxes funds are used for Public Safety and provide approximately 64% of the revenue needed to cover Public Safety costs.</p>		
<p>FISCAL NOTE (Finance Department): The additional \$14,535 from the allowed one percent increase is included in the 2015 Preliminary Budget, pending Council approval on November 19, 2015.</p>		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Finance Committee reviewed the Property Tax Ordinance's at their October 29, 2015 meeting and recommended approval.

RECOMMENDED ACTION: **PUBLIC HEARING.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2015		

ORDINANCE NO. 15-XXXX

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO THE GENERAL PROPERTY TAX LEVY AND SPECIFYING THE INCREASE CALCULATED BY KING COUNTY BASED ON LAST YEARS ACTUAL LEVY COMMENCING ON JANUARY 1, 2016 WITH CERTAIN CHANGES REQUIRED BY KING COUNTY IN THE MANNER IN WHICH THE AMOUNTS ARE CALCULATED. SUCH PROPERTY TAX LEVY SHALL APPLY TO ALL PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND, ALL AS REQUIRED BY LAW, AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the Council of the City of Black Diamond has met and considered its budget for the calendar year 2016; and

WHEREAS, the Council thereafter gave notice of public hearings and held public hearings on November 5, 2015, and November 19, 2015, and

WHEREAS, the City adopted the estimated Preliminary assessed valuation of \$659,406,716, and

WHEREAS, the City's actual King County levy amount from the previous year was \$1,453,547; and

WHEREAS, the population of the City is less than 10,000; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. **Levy and Percentage of Increase.** An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2016 tax year. The dollar amount of the increase over the actual levy amount authorized from King County for the previous year shall be \$11,251.00, which is a percentage increase of .77% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. **Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by State

or Federal law or regulations, such decisions or preemptions shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 19th day of November, 2015.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Published:
Posted:
Effective Date:

PRELIMINARY

LEVY LIMIT WORKSHEET – 2016 Tax Roll

TAXING DISTRICT: City of Black Diamond

The following determination of your regular levy limit for 2016 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.42664

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
1,453,542	Levy basis for calculation: (2015 Limit Factor) (Note 2)	1,453,542
1.0100	x Limit Factor	1.0025
1,468,077	= Levy	1,457,190
4,962,483	Local new construction	4,962,483
0	+ Increase in utility value (Note 3)	0
4,962,483	= Total new construction	4,962,483
2.42103	x Last year's regular levy rate	2.42103
12,014	= New construction levy	12,014
1,480,091	Total Limit Factor Levy	1,469,204
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
1,480,091	Total Limit Factor Levy + new lid lifts	1,469,204
659,406,716	+ Regular levy assessed value less annexations	659,406,716
2.24458	= Annexation rate (cannot exceed statutory maximum rate)	2.22807
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
1,480,091	+ Limit Factor Levy	1,469,204
1,480,091	= Total RCW 84.55 levy	1,469,204
1,054	+ Relevy for prior year refunds (Note 5)	1,054
1,481,145	= Total RCW 84.55 levy + refunds	1,470,258
	Levy Correction: Year of Error _____ (+or-)	
1,481,145	ALLOWABLE LEVY (Note 6)	1,470,258
Increase Information (Note 7)		
2.24618	Levy rate based on allowable levy	2.22967
1,456,826	Last year's ACTUAL regular levy	1,456,826
11,251	Dollar increase over last year other than N/C – Annex	364
0.77%	Percent increase over last year other than N/C – Annex	0.03%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	659,406,716
	x Maximum statutory rate	3.17336
	= Maximum statutory levy	2,092,535
	+Omitted assessments levy	0
	=Maximum statutory levy	2,092,535
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.



King County

Larry Phillips

Councilmember, District Four

Metropolitan King County Council

October 6, 2015

RE: Submission of District Property Tax Levies for 2016 to the County Council

To the Board of Commissioners:

The County Council is required by RCW 84.52.070 to certify annually the amount of property taxes levied in King County. In order to make this certification, we must know the amount of taxes to be levied for each taxing district.

**THE DEADLINE FOR SUBMITTING 2016 PROPERTY TAX LEVIES IS
DECEMBER 4, 2015**

In order for your district to receive property taxes in an amount greater than the 2015 certified amount, if permitted by law, we must receive your resolution by December 4, 2015. This applies to basic levies provided for by State law as well as any excess levies approved by a vote of the people. Please remember that the Assessor is required to review levy requests to ensure that they do not exceed the allowable levy.

The state Department of Revenue has notified the County Assessor that the implicit price deflator is less than one percent (letter attached).

If you cannot finalize your levy request by December 4, please submit an estimate. If your estimate is higher than the allowable levy, the Assessor will reduce the amount requested for your jurisdiction to an amount no greater than the allowable levy. However, if your estimate is less than the allowable levy, the amount requested can only be increased from the amount certified in your ordinance or resolution to the level of the allowable levy with formal written notification from your Board of Commissioners. This written notification must be filed with the Assessor and the Clerk of the Council by December 4, 2015 for inclusion in the certification ordinance.

Forms are enclosed for you to use in submitting your levy request. Please submit copies of the form and any resolution or ordinance that may be required by RCW 84.55.120 or RCW 84.55.0101 to both the King County Council and the King County Assessor's Office at the following addresses:

Clerk's Office
Metropolitan King County Council
516 Third Avenue Room W-1200
Seattle, WA 98104
Telephone: 206-477-1020
Clerk.council@kingcounty.gov

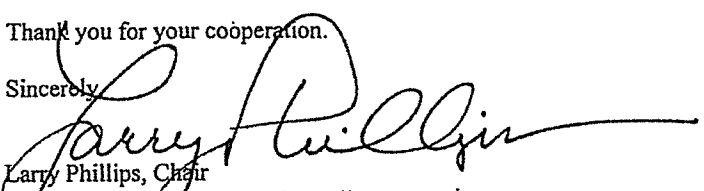
Hazel Gantz
Accounting Division
King County Department of Assessments
500 Fourth Ave. Room 709
Seattle, WA 98104
Fax: 206-296-0106
Telephone: 206-263-2308 or 206-263-2381
Hazel.Gantz@kingcounty.gov

The King County Council may pass an amendatory certification ordinance in January 2016 in order to allow for technical adjustments in the final levy amounts. However, discretionary increases in your levy may not be made in the amendatory certification ordinance.

If you have any questions, please call the Assessor's Office at 263-2308 or 263-2381.

Thank you for your cooperation.

Sincerely,


Larry Phillips, Chair
Metropolitan King County Council

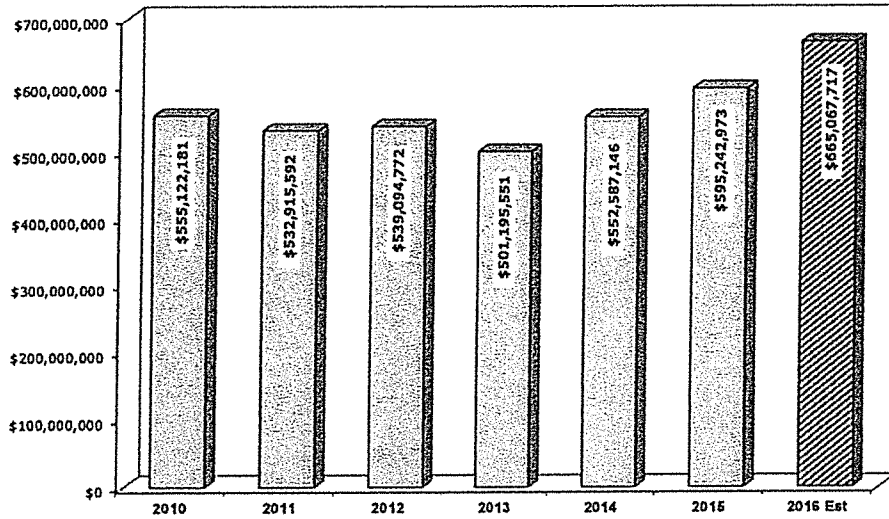
c: Lloyd Hara, Assessor

2

Notes:

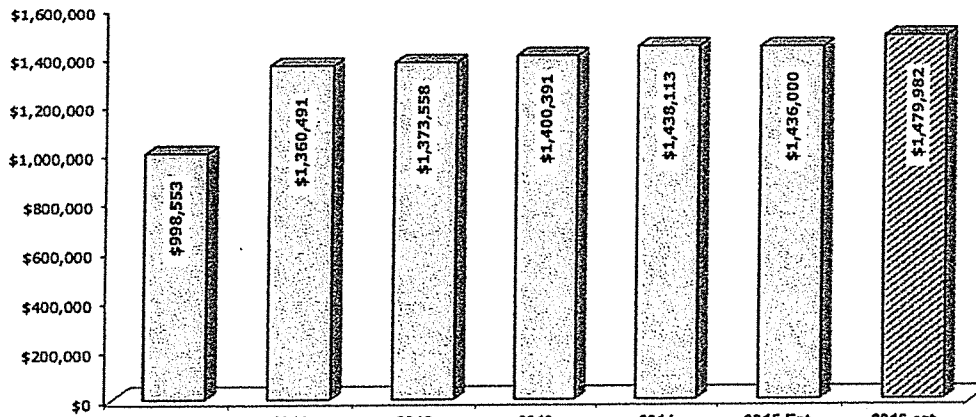
- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted assessments are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) *Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.*

Assessed Valuation History and 2016 Estimate



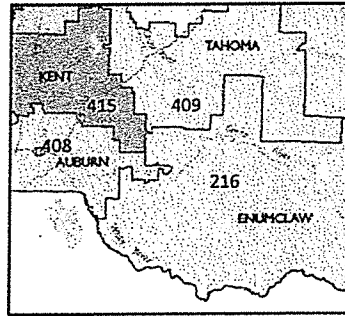
Base Assessed Valuation	552,382,312	529,857,064	536,580,666	499,553,614	548,399,243	593,190,272	660,150,221
New Construction	2,739,869	3,058,528	2,514,106	1,641,937	4,187,903	2,052,701	4,917,498
Final Assessed Valuation	\$555,122,181	\$532,915,592	\$539,094,772	\$501,195,551	\$552,587,146	\$595,242,973	\$665,067,717
% change from prior year	-12.8%	-4.0%	1.2%	-7.0%	10.3%	7.7%	11.7%
Population	4,155	4,180	4,190	4,160	4,160	4,170	4,200
Property Tax Rate	1.77702	2.57	2.59339	2.8264	2.62096	2.41750	2.24177

Property Tax Collection, History and Rates, with 2016 Estimate



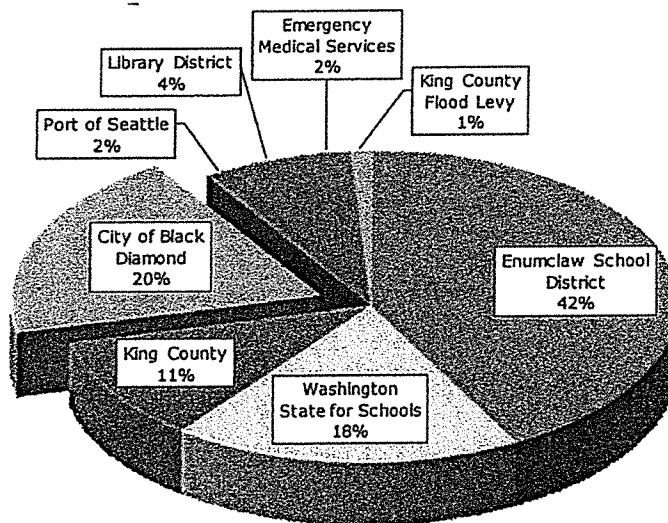
	2010	2011	2012	2013	2014	2015 Est	2016 est
Regular Levy Base	978,750	998,553	1,360,491	1,373,558	1,400,391	1,438,113	1,453,542
1% Increase	9,788	9,986	13,605	13,736	14,004	14,381	14,535
New Construction	4,167	3,147	6,461	4,256	11,833	3,145	11,905
Annexations	1,163	0					
Adjustments	4,685	348,806	-6,999	8,841	11,886	-19,640	0
Total Property Taxes	\$998,553	\$1,360,491	\$1,373,558	\$1,400,391	\$1,438,113	\$1,436,000	\$1,479,982
Levy Rate	1.77702	2.57000	2.59339	2.82640	2.62096	2.41750	2.24177
Allowable Levy	3.10	3.10	3.10	3.10	3.10	3.10	3.10
Assessed Valuation	\$555,122,181	\$532,915,592	\$539,094,772	\$501,195,551	\$552,587,146	\$595,242,973	\$665,067,717

Black Diamond School Districts



The total property tax rates in Black Diamond vary because of the four different school districts within our city limits. The pie chart below shows the property tax distribution for the Enumclaw School District in 2015.

2015 Rates	Enumclaw	Tahoma	Kent	Auburn
Local School District	5.21	6.16	5.41	6.14
Washington State for Schools	2.29	2.29	2.29	2.29
King County	1.34	1.34	1.34	1.34
City of Black Diamond	2.42	2.42	2.42	2.42
Port of Seattle	.19	.19	.19	.19
Library District	.50	.50	.50	.50
Emergency Medical Services	.30	.30	.30	.30
King County Flood Levy	.14	.14	.14	.14
Total Levy Rate	\$12.39	\$13.34	\$12.59	\$13.32



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance No. 15-xxx Public Hearing for the 2016 Stormwater Management Program (SWMP) Plan	Agenda Date: November 5, 2015	
	AB15-073	
	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: Jan. 1, 2016 – Dec. 31, 2016		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Draft 2016 Stormwater Management Program Plan		
<p>SUMMARY STATEMENT:</p> <p>The City is required by the Department of Ecology to update its Stormwater Management Program (SWMP) Plan. This SWMP Plan shows how the City is currently meeting the Department of Ecology's requirements in the National Pollutant Discharge Elimination System (NPDES) Permit as well as shows future requirements of this Permit. The SWMP Plan is updated annually.</p> <p>The purpose of the public hearing is to gather input for this SWMP Plan from the community, which is a requirement of the NPDES Permit.</p> <p>FISCAL NOTE (Finance Department): This is an update to a plan. Future costs are unknown at this time.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends holding the public hearing.</p>		
<p>RECOMMENDED ACTION: Public hearing only.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 5, 2015		

CITY OF BLACK DIAMOND

STORMWATER MANAGEMENT PROGRAM
PLAN (SWMP PLAN)

2016 UPDATE



PREPARED BY
Public Works Department
CITY OF BLACK DIAMOND
PO BOX 599
BLACK DIAMOND, WA 98010
(360) 886-5700

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LIST OF ACRONYMS AND ABBREVIATIONS

AKART	All Known and Reasonable Treatment
BMP	Best Management Practices
CESCL	Certified Erosion and Sediment Control Lead
DOE	Department of Ecology
GROSS	Grants of Regional or Statewide Significance
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MPD	Master Planned Development
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
RSMP	Regional Stormwater Management Program
SIDIR	Source Identification Information Repository
SWMMWW	Stormwater Maintenance Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load

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

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

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

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

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

The City's SWMP is intended to reduce the discharge of pollutants from the City's Municipal Separate Storm Sewer System (MS4) to the Maximum Extent Practicable, meet Washington State's All Known and Reasonable Treatment (AKART) requirements, and protect water quality. This goal is accomplished by the inclusion of all Permit SWMP components, minimum measures, and implementation schedules into the City's SWMP.

In compliance with Permit requirements, where the City is already implementing actions or activities called for in this document, the City will continue those actions or activities regardless of the schedule called for in this document. The City will adapt these actions or activities as required by Permit deadlines and as City staff measures the effectiveness of current actions or activities.

The City now is active in 6 areas of permit activity including:

- Monitoring the MS4 and reporting to DOE
- Public education and outreach
- Public involvement and participation
- Illicit Discharge Detection and Elimination
- Controlling runoff from new development, redevelopment and construction sites

- Municipal operations and maintenance (O&M)

SECTION 2 –MONITORING, REPORTING AND ASSESSMENT

2.1 PERMIT REQUIREMENTS AND DATES

Section S5.A, S8, and S9 of the Western Washington Phase II Municipal Stormwater Permit requires the City to develop, monitor, and report the City's SWMP. The SWMP shall be designed to reduce the discharge of pollutants from the City's MS4 to the maximum extent practicable and to protect water quality. The monitoring, reporting and assessment requirement helps keep the City on track with Best Management Practices (BMPs) to reduce the discharge of pollutants to stormwater. Specific dates are outlined below:

- Notify DOE in writing the City's decision whether or not to participate in the Regional Stormwater Management Program (RSMP) status and trends monitoring, at an annual cost of \$1,023, by December 1, 2013. Participation in this monitoring meets City requirements for status and trends monitoring. Annual payments ~~began~~will begin August 15, 2014. (Completed December 2013)
- Notify DOE in writing the City's decision whether or not to participate in the RSMP effectiveness studies, at an annual cost of \$1,705, by December 1, 2013. Participation in this study meets City requirements for effectiveness studies. Annual payments ~~began~~will begin August 15, 2014. (Completed December 2013)
- The City shall pay into a collective fund to implement the RSMP Source Identification Information Repository (SIDIR), at an annual cost of \$158, ~~which payments began~~beginning August 15, 2014. (Completed ~~August 2014~~December 2013)

2.2 CURRENT ACTIVITIES

The current city activities associated with Monitoring and reporting include:

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

- Provide a description of any stormwater monitoring or studies conducted by the City during the reporting period for inclusion in the City's annual reports to DOE. The City is not required to report on monitoring or studies conducted by the Regional Stormwater Monitoring Program (RSMP).
- Track the cost or estimated cost of development and implementation of the SWMP.
- Coordinate, as necessary, with other entities covered under a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit to encourage coordinated stormwater-related policies, programs and projects within adjoining or shared areas.
- Rain garden monitoring.
- The Development Agreement for the major Master Planned Developments requires extensive water quality monitoring by the developer before, during and after construction; including a yearly review by the Water Quality Review Committee.

2.3 PLANNED ACTIVITIES

The City will continue with the current monitoring and reporting activities in 2016.

SECTION 3 –PUBLIC EDUCATION AND OUTREACH

3.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit requires the City to include an education program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts. No later than February 2, 2016, the City shall measure the understanding and adoption of targeted behaviors for at least one target audience (either the General Public and Businesses; or Engineers, Contractors, Developers and Land Use Planners).

3.2 CURRENT ACTIVITIES

The City has educated the public through stormwater articles in the city newsletter, posting educational materials on the City website, handing out materials at City sponsored events, workshops to train City staff and elected officials, and meeting with businesses and owners of private stormwater systems. The current City activities associated with Public Education and Outreach include:

- Educating the public about the need of the stormwater utility and the collaborative effort needed from everyone in the City to improve stormwater quality within the City.
- Training for City employees regarding illicit discharges.
- Meeting with businesses and the general public about the hazards associated with illicit discharges and improper disposal of waste.
- Distribute illicit discharge information to target audiences through individual meetings.
- Continue to track and maintain records of public education and outreach activities.
- Distribute spill kits to businesses and instruct businesses how to use them.

3.3 PLANNED ACTIVITIES

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

- Team up with the cities of Covington and Maple Valley to conduct a survey on home-based and mobile businesses. This survey is contingent on receiving a Grant of Regional or Statewide Significance (GROSS) from DOE.
 - If a GROSS grant is not received to conduct a survey on home-based and mobile businesses, City staff will receive feedback from the public on illicit discharge education efforts and evaluate

understanding of target behaviors via a stormwater knowledge survey.

- Summarize the public education activities in the annual report.
- Educate the general public ~~(including school age children)~~ and businesses ~~(including home-based and mobile businesses)~~ on:
 - General impacts of stormwater on surface waters.
 - Impacts from impervious surfaces.
 - Impacts of illicit discharges and how to report them.
 - Low Impact Development (LID) principles and LID BMPs.
 - Opportunities to become involved in stewardship activities.
 - The City will provide education on the City's website and articles in the City newsletter as staff time and opportunity allows. may use direct mailings (one per year), and/or articles in the City newsletter (two per year).
- Encourage behavior change from the general public ~~(including school age children)~~ and businesses ~~(including home-based and mobile businesses)~~ by utilizing education efforts providing education on the City's website and articles in the City newsletter to address any or all BMPs as outlined below:
 - Use of storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
 - Equipment maintenance.
 - Prevention of illicit discharges.
 - Yard care techniques protective of water quality.
 - Use and storage of pesticides and fertilizers and other household chemicals.
 - Carpet cleaning and auto repair and maintenance.
 - Vehicle, equipment and home/building maintenance.
 - Pet waste management and disposal.
 - LID principles and LID BMPs.
 - Stormwater facility maintenance.
 - Dumpster and trash compactor maintenance.

SECTION 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

4.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.2 of the Western Washington Phase II Municipal Stormwater Permit requires the City to provide ongoing opportunities for public involvement. The City will comply with applicable state and local public notice requirements in developing elements of the SWMP. The annual report and updated SWMP Plan are required to be published on the City's website by May 31 of each year.

4.2 CURRENT ACTIVITIES

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

- The City has posted the SWMP Plan and annual report on the City website ([click on "Public Works", then "Stormwater"](#)).
- Provide opportunities for public involvement in the review of the stormwater comprehensive plan updates, SWMP Plan updates, changes to the stormwater utility charges, or other stormwater codes or similar environmental policies at the early consideration stages at the Public Works Committee level.
- Provide opportunities for public involvement and comment in the consideration of the SWMP Plan by holding a public hearing prior to adoption.
- Review the SWMP Plan with the Public Works Committee and receive public comments in a public hearing prior to adoption.
- Make the SWMP Plan, the annual report, and all other submittals required by the Phase II Permit, available to the public.
- Post the updated SWMP Plan and the annual report on the City's website.

4.3 PLANNED ACTIVITIES

The City will continue with the public involvement and participation activities each year for the SWMP Plan and annual report.

SECTION 5 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

5.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.3 of the Western Washington Phase II Municipal Stormwater Permit requires the City to maintain an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the MS4. Specific program components are outlined below:

- Maintain a MS4 map that shall be periodically updated and shall include following information:
 - Known MS4 outfalls.
 - Receiving waters, other than ground water.
 - Stormwater treatment and flow control BMPs/facilities owned or operated by the City.
 - Tributary conveyances to all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems, mapping the following attributes:
 - Tributary conveyance type, material, and size where known.
 - Associated drainage areas.
 - Land use.
 - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
 - Geographic areas served by the MS4 that do not discharge stormwater to surface waters.
 - Upon request, make all maps available electronically to the DOE.
 - Upon request, and to the extent appropriate, provide mapping information available to federally-recognized Indian Tribes, municipalities, and other Permittees at a reasonable cost.
- Implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the City's MS4 to the maximum extent allowable under state and federal law by February 2, 2018. The ordinance or regulatory mechanism shall address:
 - Allowable discharges (as outlined in S5.C.3.b.i of the NPDES Permit).
 - Conditionally allowable discharges (as outlined in S5.C.3.b.ii of the NPDES Permit).
 - Further address any category of allowable or conditionally allowable discharges if the discharges are identified as significant sources of pollutants to waters of the State.
 - Escalating enforcement procedures and actions for repeat offenders.
 - A compliance strategy that includes informal compliance actions such as public education and technical assistance as well as the enforcement provisions of the ordinance or other regulatory mechanism. To implement

an effective compliance strategy, the ordinance or other regulatory mechanism may need to include the application of operational and/or structural source control BMPs for pollutant generating sources associated with existing land uses and activities where necessary to prevent illicit discharges and the maintenance of stormwater facilities which discharge into the MS4 in accordance with maintenance standards outlined in the NPDES Permit where necessary to prevent illicit discharges.

- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4. The program shall include:
 - Procedures for conducting investigations, including field screening and methods for identifying potential sources implementing a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, or another methodology of comparable or improved effectiveness. The City shall document the field screening methodology in the relevant annual report. Field screening for at least 40% of the MS4 shall be complete no later than December 31, 2017 and average 12% each year thereafter.
 - A publicly listed and publicized hotline or telephone number for public reporting of spills and other illicit discharges. Upon discussions with first responders, it was determined that the public should call 911 to report a spill or other illicit discharge. Responding fire and/or police will contact Public Works for assistance and reporting. Public Works can still be contacted for non-emergencies (360-886-5700 during business hours; 253-333-5555 after hours).
 - An ongoing training program on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection, for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4. Follow-up training shall be provided as needed. City shall document and maintain records of the trainings provided and the staff trained.
 - Informing public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the MS4. The program shall include:
 - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found or reported to the City. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for the containment of the discharge.

- Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
- Procedures for eliminating the discharge; including notification of appropriate authorities; notification of the property owner; technical assistance; follow-up inspections; and implementation and use of the compliance strategy mentioned above, including escalating enforcement and legal actions if the discharge is not eliminated.
- The City must meet the following timelines and be responsible for the following actions:
 - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment by taking appropriate action to correct or minimize the threat to human health, welfare, and/or the environment; notifying DOE and other appropriate spill response authorities within 24 hours of learning about the illicit discharge or spill; and immediately report spills or discharges of oils or hazardous substances to DOE and the Washington Emergency Management Division.
 - Investigate (or refer to the appropriate agency with the authority to act) within 7 days any complaints, reports, or monitoring information that indicates a potential illicit discharge.
 - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
 - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.

5.2 CURRENT ACTIVITIES

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

- Through Ordinance 09-917, city staff has the ability to intervene and stop illicit discharges, to get involved to educate those that pollute unknowingly and follow up with additional enforcement actions if compliance is not afforded.
- City staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills and illicit connections, shall be trained to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing. The training provided and staff trained shall be documented. Four Public Works staff members received Illicit Discharge Detection and Elimination (IDDE) training on May 9, 2013.

- Continue to respond to reported illicit discharge reports and documenting the actions taken to eliminate them.
- Continue to follow up on hotline illicit discharge tips.
- Update, as needed, the MS4 maps, highlighting those areas that have higher probability of illicit discharges or connections to the MS4.
- Continue with the primary focus of the City's IDDE program, which involves individual meetings with business owners and those responsible for private stormwater system maintenance.
- Implement the City IDDE program to detect and stop illicit discharges to the City's MS4 by:
 - Characterizing the nature of illicit discharges
 - Tracing the source
 - Removing the source
 - Educating those responsible
 - Enforcing the City's code to stop illicit discharges

5.3 PLANNED ACTIVITIES

The City will ~~look at~~review Ordinance 09-917 to make sure it captures new Permit requirements in regards to illicit discharges, ~~specifically addressing escalating enforcement procedures and actions, and implementing a compliance strategy.~~

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

6.1 PERMIT REQUIREMENTS AND DATES

Section S5.C.4 of the Western Washington Phase II Municipal Stormwater Permit requires the City to implement and enforce a program to reduce pollutants in stormwater runoff to the City's MS4 from new development, redevelopment and construction site activities. Specific program components are outlined below.

- The City will continue with a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. This program shall be applied to all sites as determined by Section 3 of Appendix 1 of the Permit. The program shall apply to private and public development, including new roads.
- The City of Black Diamond has adopted the DOE 2005 Stormwater Maintenance Manual for Western Washington (SWMMWW) to address runoff from new development, redevelopment, and construction site projects in conformance with Permit requirements. In order to comply with new requirements regarding site planning requirements; BMP selection criteria; BMP design criteria; BMP infeasibility criteria; LID competing needs criteria; and BMP limitations, the City should adopt the DOE 2012 SWMMWW. Adoption and implementation of the DOE 2012 SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016.
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.
- Include with the annual report, due March 31, 2017, a summary of a review and revision process in regards to requiring LID principles and LID BMPs, considering the range of issues outlined in the document, *Integrating LID into Local Codes: A Guidebook for Local Governments* published by the Puget Sound Partnership in 2012. The summary shall be organized as follows:
 - Measures to minimize impervious surfaces;
 - Measures to minimize loss of native vegetation; and

- Other measures to minimize stormwater runoff.
- Participate in watershed-scale stormwater planning (WRIA 9) led by King County. As needed and as appropriate, the City shall:
 - Provide existing water quality and flow records.
 - Provide existing and future land use and zoning maps to facilitate land cover projections.
 - Participate in the development of strategies to prevent future impacts and address existing impacts.
 - Provide monitoring locations.

6.2 CURRENT ACTIVITIES

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

- The City review and inspection staff has reviewed and will continue to review the DOE 2012 SWMMWW.
- The City conducts construction and stormwater site inspections during the pre-construction and construction phases.
- The City has implemented a permitting process with plan review, inspection and enforcement capability for both private and public projects for compliance with the 2005 SWMMWW and the Master Planned Development (MPD) agreements. This program applies to all sites as determined by Section 3 of Appendix 1 of the Permit.
- The City reviews stormwater site plans for proposed development activities.
- The City inspects, prior to clearing and construction, all known development sites that have a high potential for sediment transport.
- The City inspects all known permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. The City will enforce as necessary based on the inspection.
- The City inspects all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls such as stormwater facilities and structural BMPs. Also, the City will verify a maintenance plan is completed and responsibility for maintenance is assigned. Enforcements will be made, as necessary, based on the inspection.
- The City must perform at least 80% of scheduled inspections in order to achieve Permit compliance. Staff schedules all inspections through the City's PermitTrax software and records of inspections are maintained in PermitTrax by inspectors. Routine inspections not set in PermitTrax will be tracked separately by Public Works maintenance staff.
- The City implements an enforcement strategy to respond to issues of non-compliance.

- The City implements a long-term O&M program for private post-construction stormwater facilities and BMPs.
- Annual inspections (reduced if the City provides records and/or statements to DOE justifying a reduced schedule for specific facilities) of all stormwater treatment BMPs/facilities that were permitted by the City, including those permitted since 2007.
- Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed (or when construction is stopped and the site fully stabilized) to identify maintenance needs and enforce compliance with maintenance standards as needed.
- Enforceable mechanism in place that clearly identifies the party responsible for maintenance, requires inspection of facilities, and establishes enforcement procedures.
- The City ensures that all staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. The City has ~~athree~~ Certified Erosion and Sediment Control Leads (CESCL) on staff.
- Copies of the DOE's "Notice of Intent for Construction Activity" and "Notice of Intent for Industrial Activity" are available to representatives of proposed new development and redevelopment.
- Activities for the "Controlling Runoff from New Development, Redevelopment and Construction Sites" component of the annual report will be summarized annually, beginning in the annual report due March 31, 2015.
- In addition to the above requirements and with the TMDL for phosphorus on Lake Sawyer, City staff (and/or King County, and/or citizen volunteers) takes water quality samples at Lake Sawyer.
- The City has used the DOE 2005 SWMMWW and the Lake Sawyer TMDL in the Development Agreement for the major MPDs in Black Diamond.

6.3 PLANNED ACTIVITIES

The City has a program to help reduce stormwater runoff from new development and construction sites. ~~City staff but has a goal to train has reviewed the changes from the DOE 2005 SWMMWW to in the implementation of the DOE 2012 SWMMWW to be ready to in order to~~ maintain compliance as Permit requirements have been modified.

Actions that are recommended include:

- ~~Review red line changes to Permit requirements regarding the control of runoff from development, redevelopment, and construction site activities.~~
- Update and implementing process codes, fees and standards as necessary and as identified needs arise.
- Determine staff training needs and develop training strategies as updates to Permit requirements are implemented by DOE.

- City shall review and adopt the DOE 2012 SWMMWW or equivalent manual. Adoption and implementation of the DOE 2012 SWMMWW will meet the requirements of the Permit. The mechanism to meet these requirements shall be in place by December 31, 2016.
- The City shall have the legal authority in place by December 31, 2016, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities that discharge to the City's MS4.
- Before December 31, 2016, the City shall review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require LID principles and LID BMPs as DOE has determined LID as the preferred and commonly-used approach to site development. The revisions are designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.

SECTION 7 –MUNICIPAL OPERATIONS AND MAINTENANCE

7.1 PERMIT REQUIREMENTS AND DATES

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

- Establish maintenance standards that are as protective, or more protective, of facility function that those specified in Chapter 4 of Volume V of the DOE 2012 SWMMWW by December 31, 2016. The purpose of the maintenance standard is to determine if maintenance is required and is not a measure of the facility's required condition at all times between inspections.
- Annual inspection of all municipally owned or operated permanent stormwater treatment and flow control facilities and taking appropriate maintenance actions. Inspection frequency may be reduced as outlined in Section S5.C.5.b of the Permit.
- Spot checks of potentially damaged permanent treatment and flow control facilities after major storm events (10 year storm).
- Inspection of all catch basins and inlets owned or operated by the City at least once before August 1, 2017 and once every two years thereafter. The City is developing an inspection and maintenance schedule for each catch basin and inlet as some catch basins will not need inspections as frequently and other catch basins will need to be inspected and maintained more frequently than required by the Permit to ensure functionality. Reduced inspections will be in accordance with Section S5.C.5.d.i of the Permit.
- Establish and implement policies and procedures to reduce pollutants in discharges from all lands owned or maintained by the City, including but not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.
- Implement an on-going training program for City staff whose construction, operations or maintenance job functions may impact stormwater quality.
- Continue to implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City.
- Keep records of inspections and maintenance or repair activities.

7.2 CURRENT ACTIVITIES

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

- The City has a program for catch basin inspections with the most recent inspections occurring in 2015⁵³.
- The City has completed a site assessment of City facilities, including the fire station, the police station, the public works facility, and the water reservoir and pump station.
- The City inspects City owned stormwater treatment facilities and continues to adapt the inspection criteria as identified in the DOE 2005 SWMMWW. The City will adapt inspections and inspection criteria as identified in the DOE 2012 SWMMWW.
- The City has trained employees whose construction, operations or maintenance job functions may impact stormwater quality in the implementation of BMPs that will reduce or eliminate pollution from entering the MS4 from City facilities or operations.
- The City has established maintenance standards that are as protective as those specified in the 2005 SWMMWW.
 - Before December 31, 2016, the City will need to establish maintenance standards that are as protective as those specified in the 2012 SWMMWW. The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between the period of inspections is not a permit violation.
- The City performs maintenance within required timeframes when an inspection identifies an exceedance of the maintenance standard. For each exceedance of the required timeframe, the City will document the circumstances and how they were beyond the City's control.
- The City annually inspects all municipally owned or operated permanent stormwater treatment and flow control facilities and maintains facilities according to the adopted maintenance standards.
- The City performs maintenance on City ponds and BMPs within required timeframes when an inspection identifies a maintenance standard has been exceeded. For each violation of the required timeframe, the City documents the circumstances and how they were beyond their control, and submits documentation to DOE.
- After major storm events, the City conducts spot checks of potentially damaged stormwater facilities.
- The City implements practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by the City, and road maintenance activities conducted by the City.
- Procedures are in place to reduce pollutants in discharges from all lands owned or maintained by the City and subject to this Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control facilities. Procedures include:
 - Proper application of fertilizer, pesticides, and herbicides

- Sediment and erosion control (the City has ~~athree~~ CESCLs) on staff)
- Proper landscape maintenance and vegetation disposal
- Proper trash management
- Proper maintenance and cleaning of City buildings
- City employees, whose construction, operations or maintenance job functions may impact stormwater quality, receive training on an as-needed basis.
- SWPPPs are in place for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the City in areas subject to this Permit that are not required to have coverage under the Industrial Stormwater General Permit. The latest update to the SWPPP for the Public Works Maintenance Facility was completed in October, 2013.
- Tracking and documentation methods, along with procedures associated with inspection, maintenance or repair activities, are being utilized by City staff.
- The washing of City vehicles and large equipment is performed at the City's equipment washing facility at the City's maintenance site. Staff using the facility is trained prior to use in accordance with standard operating procedures for the facility.

7.3 PLANNED ACTIVITIES

The City will continue with current activities to prevent pollution from municipal maintenance operations. The City is also working on completing the development of site and handling procedures for storage, processing, and reusing street and storm waste with assistance from the King County Solid Waste Treatment Division, which is not a requirement of the Permit. Decant water will be disposed of in accordance with Appendix 6 of the Permit.

- The City tries to sweep streets at least twice per year as budgets allow.
- The 2012 SWMMWW does give guidance in the handling of street sweepings. The City will use this guidance to determine how to handle stockpiled sweepings.

APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Vactor Trailer Purchase (A-2)



Catch Basin Cleaning (A-3)



Stormwater Education (A-4)

LEAVES AND NEEDLES AND BRANCHES, OH MY! Welcome to fall! Fall may be very welcome to a lot of us as that was a very hot and dry summer. With fall, we usually get a nice change. We get some rainstorms that have been hanging for, but that also means the occasional windstorm.

It's inevitable that trees are going to shed their leaves in the autumn, so we have to rake and bag or compost (hoped making a big pile to jump into first). We put the leaves in containers and they get taken away. They're out of sight a mind. We don't have to deal with them anymore. Many of you will even clear the storm drains near your home as to prevent flooding. Thank you for doing that!

Leaves are just something we deal with. But with the aforementioned windstorms, we typically end up with a lot of branches, and other things on the ground from our evergreen trees. They end up in the yard or on our driveways. I won't get the needles and the lawnmower won't handle this debris. But the blower will move the needles just fine. I should we put this debris? We don't want it on our property. The City is not going to take the yard debris from you. You take out to the corner or to other parts of the City. King County has good information on their website as to where <http://www.kingcounty.gov/solidwaste/mobile/careguy.asp?cell=16>

If it becomes the City's problem, the needles go into the storm drains that someone kindly cleared of leaves, they sit and then, after some build-up, they clog the storm pipes. Catch basins are pretty simple to clean, but storm pipes are more labor intensive to clear.

So what can you do? Get creative. Blow the needles against something to create piles. Blow them to a compost pile, blow them to waterways. If they go into the road, sure the City will get a street sweeper out eventually to sweep the the City has a very small budget for street sweeping and dealing with storm debris. There are many solutions, but in the road shouldn't be one of them. As you work in your yard this fall, please be aware that our actions have consequences which can be either positive or negative. This is your City. Please help us take care of it.

Street Sweeping (A-5)



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Vactor Trailer Purchase

In the past, Public Works staff has had to hire a vactor company to bring out a vactor truck to help with catch basin cleaning and other digging. With a stormwater capacity grant received from the Department of Ecology, the City was able to purchase a vactor trailer to do a lot of this work.

The vactor trailer is not as strong as a vactor truck, but it provides the City with the availability and capability to maintain the stormwater facilities as needed and with less coordination time.



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Catch Basin Cleaning

Public Works staff, through tracking inspections and maintenance, has been able to identify the frequency at which many catch basins need to be cleaned. Some need to be cleaned as frequently as every year; some may only need cleaning once every six years.

While City data with the recommended frequency at which each individual catch basin needs to be cleaned is still pretty new, Public Works staff continues to inspect and maintain catch basins. As outlined in Section 7.1 of the SWMP Plan, the City needs to inspect all catch basins by August 1, 2017 and every other year thereafter. Public Works staff is ahead of that schedule and will be using the inspections to further determine the frequency at which each catch basin needs to be maintained. As more inspection data is gathered, the information can be finalized. Once City staff has a good dataset, staff can request that certain catch basins be inspected less frequently than every two years while knowing that certain catch basins will need to be cleaned every year. This will create an effective schedule for Public Works staff and will save time and money in the maintenance of catch basins in the future.



APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Stormwater Education

City staff published stormwater education articles in the City Connection Newsletter in 2014. These articles focused on how residents here in Black Diamond can protect the stormwater system in different manners. Items discussed include car washing, clearing leaves from catch basins, and even discussed how placing gravel along the road can affect the stormwater system and flood your neighbor's property. Utilizing the City Connection Newsletter has been a cost-effective way of making stormwater education available to all residents and businesses in Black Diamond.

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APPENDIX A

RECENT STORMWATER ACCOMPLISHMENTS

Street Sweeping

Street sweeping continues to be an effective way to protect stormwater. Staff has to be selective as to when sweeping should be scheduled due to budget constraints, but the result is always good. City staff will continue to look for the best deal when it comes to hiring a street sweeper.



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 15-1047 Addendum 1 to the professional services agreement with Stantec Consulting Services Inc. for the Downtown AC Water Main project	Agenda Date: November 5, 2015 AB15-074	
	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	
Cost Impact (see also Fiscal Note): \$0	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	X
Timeline: Extends agreement to July 31, 2016	Court – Stephanie Metcalf	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 15-1047; Addendum 1; Original Agreement		
<p>SUMMARY STATEMENT:</p> <p>The City executed a professional services agreement with Stantec for design engineering for the Downtown AC Water Main Replacement and Looping project (Resolution 15-1021). Public Works staff was able to delay this project and re-bid at a more favorable bidding time. The City needs continued assistance from Stantec but the original agreement is set to expire on November 15, 2015. This addendum extends the contract to July 31, 2016.</p> <p>The scope of the agreement will remain the same and the maximum amount will remain the same as well. The agreement will extend to July 31, 2016 to allow time for Stantec to prepare Construction Record Drawings upon construction completion.</p> <p>FISCAL NOTE (Finance Department): There is no change in the contract amount with this addendum.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends approval.		
RECOMMENDED ACTION: MOTION to adopt Resolution 15-1047 authorizing the Mayor to execute Addendum 1, extending the Professional Services Agreement (Resolution 15-1021) with Stantec Consulting Services Inc. for the design engineering of the Downtown AC Water Main Replacement and Looping project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2015		

RESOLUTION NO. 15-1047

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM 1,
EXTENDING THE PROFESSIONAL SERVICES
AGREEMENT (RESOLUTION 15-1021) WITH STANTEC
CONSULTING SERVICES INC. FOR THE DESIGN
ENGINEERING OF THE DOWNTOWN AC WATER MAIN
REPLACEMENT AND LOOPING PROJECT**

WHEREAS, the City executed a professional services agreement with Stantec Consulting Services Inc. for the design engineering of the Downtown AC Water Main Replacement and Looping project through Resolution 15-1021; and

WHEREAS, the City received additional time from King County to complete this project as part of a grant agreement amendment through Resolution 15-1045; and

WHEREAS, the current agreement is set to expire November 15, 2015; and

WHEREAS, this addendum extends the expiration date to July 31, 2016; and

WHEREAS, there are no changes to the scope or contract amount;

**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 Addendum 1 extending the Professional Services Agreement (Resolution 15-1021) with Stantec Consulting Services Inc. for the design engineering of 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 5TH DAY OF
NOVEMBER, 2015.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

FIRST ADDENDUM
To
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF BLACK DIAMOND
And
STANTEC CONSULTING SERVICES, INC.
Regarding
DESIGN ENGINEERING SERVICES FOR THE DOWNTOWN AC WATER MAIN
REPLACEMENT AND LOOPING PROJECT

1. Date and Parties.

1.1 This document ("First Addendum"), for reference purposes only, is dated the 5th day of November, 2015, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and STANTEC CONSULTING SERVICES, INC. ("Consultant"). **This First Addendum amends the Professional Services Agreement executed on March 20, 2015, by and between the City and Consultant (the "Agreement").**

2. General Recitals.

2.1 The City and Consultant entered into the Agreement regarding the development of design, specifications, and bid documents for the Downtown AC Water Main Replacement and Looping Project.

2.2 Recently, the City received a time extension from the granting agency – King County Department of Community and Human Services, Housing and Community Development to allow the City more time to complete the project.

2.3 The Scope of the project, as attached to the Agreement in Exhibit A, will remain unchanged.

2.4 The Agreement is set to terminate on November 15, 2015.

2.5 The parties have now determined that such an amendment is appropriate, and thus the intent of the First Addendum is for the termination date of the Agreement to be moved to July 31, 2016.

3. Modification to Agreement Terms and Conditions.

3.1 Exhibit B referenced in Section 2 of the Agreement shall be supplemented by Exhibit B-1, and the parties intend that Exhibit B-1 is interpreted as an addition to the schedule.

3.3 The termination date of November 15, 2015 in Item 3 of the Agreement is hereby changed to July 31, 2016.

4. **Other Terms Unchanged.**

4.1 All other terms of the Agreement remain unchanged and enforceable. The First Addendum is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Addendum. In the case of any conflict between the terms of the Agreement and the terms of the First Addendum, the provisions of the First Addendum shall control.

DATED: This ____ day of _____, 2015.

CITY OF BLACK DIAMOND

By: _____

Carol Benson

Its: Mayor

Date: November ____, 2015

CONSULTANT

By: _____

Printed Name: Gregory G. Hill

Its: Principal

Date: October 14, 2015

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

City

Consultant

EXHIBIT "B-1"
DESIGN & CONSTRUCTION SUPPORT SCHEDULE
REVISION 1

City of Black Diamond
Downtown AC Water Main Replacement & Looping Project

<u>Activity</u>	<u>Target Dates</u>
Re-bid advertisement	December 1, 2015
Re-bid opening	December 15, 2015
Construction start	February 15, 2016
Construction completion	June 30, 2016
Construction record drawings complete*	June 30, 2016
Grant Closeout	July 16, 2016

*City will provide redlined drawing markups to Stantec not later than June 1, 2016.

RESOLUTION NO. 15-1021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR THE DESIGN ENGINEERING OF THE DOWNTOWN AC WATER MAIN REPLACEMENT & LOOPING PROJECT

WHEREAS, the City received a \$225,000 King County Community Development Block Grant (CDBG) for the Downtown AC Water Main Replacement & Looping project; and

WHEREAS, private firms on the City's Municipal Research Services Center consultant roster providing water main engineering design services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, after two firms that submitted their qualifications were interviewed by a panel consisting of City staff and one King County CDBG Project Manager, the panel unanimously recommended Stantec Consulting Services Inc. as the firm most capable of providing the design engineering for this project; and

WHEREAS, City staff has negotiated an acceptable scope of work and the City Attorney has reviewed the agreement;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with Stantec Consulting Services Inc. to provide design engineering services for the Downtown AC Water Main Replacement & Looping project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF MARCH, 2015.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 20th day of March, 2015, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")
PO Box 599
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and STANTEC CONSULTING SERVICES, INC., a corporation, organized under the laws of the State of New York, doing business at:

STANTEC CONSULTING SERVICES, INC. (hereinafter the "CONSULTANT")
11130 NE 33rd Place, Suite 200
Bellevue, WA 98004

Contact: Laurie Fulton Phone: (425) 289-7344 Fax: (425) 869-1190

for professional services in connection with the following Project:

BLACK DIAMOND DOWNTOWN AC WATER MAIN REPLACEMENT AND LOOPING
PROJECT

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. Schedule of Work.

A. Consultant shall perform the services described in Exhibit A in accordance with the Schedule attached to this contract in Exhibit B ("Design & Construction Support Schedule"). The City and Consultant commit to all due diligence to meet the schedule in Exhibit B. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to re-establish a new schedule to complete the necessary work as soon possible and practical.

Revised 2/26/15

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on March 19, 2015, ("Commencement Date") and shall terminate on November 15, 2015 unless extended or terminated in writing as provided herein.

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed Fifty Thousand Five Hundred Seventy Five Dollars and No/Cents (\$50,575.00) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit C ("Schedule of Hourly Rates") and Exhibit D ("Budget Summary").

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

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

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

6. **Discrimination, Record-Keeping and Compliance with Laws**

A. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapters 12.16 and 12.17 are incorporated herein by reference, and to the extent applicable such requirements shall apply to this Agreement.

Revised 2/26/15

B. During the solicitation, award and term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, KCC Chapter 12.17; RCW Chapter 49.60; Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(a) *et seq.*, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and the Restoration Act of 1987. The Consultant shall further, comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs.

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.

2. Placing all qualified small businesses, attempting to do business in King County, including W/WBEs on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including, without limitation, all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.

4. Establishing delivery schedules, where the requirements of this Agreement permit, that encourages participation by small businesses, including M/WBEs.

5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications and requirements under this Agreement.

6. Using the services of available community organizations, contractor groups, local assistance offices, the County and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360-866-208-1064 or on-line through the website at <http://www.omwbe.wa.gov/>.

E. The Consultant shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

F. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and, to the extent applicable, such requirements apply to this Agreement. In particular, these requirements specify that during the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:

1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
2. Employer or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
3. Employer, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
4. Employer to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer or labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or City printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030(C), or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity; and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
 - c. If the Consultant engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 may be applied, in addition to those remedies specified in the Agreement or otherwise available at law or equity.

G. Nondiscrimination in subcontracting practices. Projects using federal funds shall comply with the following requirements:

1. Federal Requirements. In soliciting subcontractors to supply goods or services for the activities under this Agreement, the Consultant shall comply with 24 CFR § 85.36(e) as amended if the City is a municipal corporation or an City of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the City is a nonprofit corporation. In accordance with these regulations, the Consultant shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

2. Nondiscrimination in Federally Assisted Construction. The Consultant shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

H. Section 504 and Americans With Disabilities Act (ADA). The City has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the City (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; and the ADA, 42 USC 12101 et seq. as amended. The City has completed a 504/ADA Assurance of Compliance. Such Assurance of Compliance is attached to this Contract and is incorporated herein by this reference.

I. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least six years after completion of all work under this Agreement, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

3. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

J. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof.

K. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

Revised 2/26/15

L. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

M Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Agreement and by applicable law.

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

8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. **Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

C. **Proprietary Rights.** The Consultant agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any patentable or copyrightable material or article and use any method that may be developed as part of the work under this Agreement.

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. **Indemnification.** The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

3/30/15 *OB*
The City of Black Diamond, its officers and employees, and
The Consultant shall indemnify and hold harmless King County, its officers, and employees from any and all costs, damages, judgments and/or awards of damages to the extent caused by the negligent act or omissions of Consultant, its officers, employees and/or agents in connection with or in support of this Contract. Consultant expressly agrees and understands that King County is a third-party beneficiary to this Contract and shall have the right to bring an action against Consultant to enforce the provisions of this paragraph.

The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, wrongful act, and/or failure, for any reason, to comply with the terms of this Agreement by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section 2 (relating to the schedule) or Section 8 (Termination) in this Agreement.

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

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

13. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The City will be named by endorsement as additional insured under Consultant's commercial auto policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and contractual liability coverage. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance \$1,000,000 combined single limit per accident for bodily injury and property damage.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Stop Gap or Employer's Liability Coverage: \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that it shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limits by claims paid, until after thirty (30) days prior written notice has been given to the County and City by certified mail, return receipt requested.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.
5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Consultant liability to the County and shall be the sole responsibility of the Consultant.

6. The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provision:

a. All liability policies except Professional and Workers Compensation.

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall include Products-Completed Operations.

(ii) To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.

(iii) The Consultant's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies.

(i) The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

(ii) The County shall be added as a Named Insured as their interests may appear to all Builders Risk policies.

D. Acceptability of Insurers. Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

E. Verification of Coverage

Consultant shall furnish the City and County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by the person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Agreement.

F. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Consultant is relying on the insurance coverages provided by subcontractors

Revised 2/26/15

as evidence of compliance with the insurance requirements of this Agreement, then such requirements and documentation shall be subject to all of the requirements stated herein.

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

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF BLACK DIAMOND
Attn: Carol Benson, Mayor
PO Box 599
24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360-886-5700
Fax: 360-886-2592

NAME OF CONSULTANT
Attn: Laurie Fulton
STANTEC CONSULTING SERVICES INC.
11130 NE 33rd Place, Suite 200
Bellevue, WA 98004

Phone: 425-869-9448
Fax: 425-869-1190

16. Resolution of Disputes and Governing Law.

A. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties.

B. If a dispute cannot be settled within a period of thirty (30) calendar days with the assistance of the mediator, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. **No Preferential Treatment.** The Consultant agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Consultant acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

B. Political Activity Prohibited.

1. No Partisan Activity: None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

2. Certification Regarding Lobbying: All Projects using federal funds shall also comply with the following subsection:

3. The Consultant certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

E. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

CONSULTANT

By: Carol Benson
Carol Benson
Mayor

Date: 3/20/15

By:

Name: Gregory G. Hill PE

Title: Principal

Date: 3/17/2015

Attest:

By: Brenda L Martinez
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: Carol A. Morris
Carol A. Morris
City Attorney

Handwritten notes, possibly a signature or initials, located in the lower-left quadrant of the page.

EXHIBIT "A"
SCOPE OF WORK

City of Black Diamond
Downtown AC Water Main Replacement & Looping Project
Design Services

Stantec Consulting Services Inc.

PROJECT DESCRIPTION

Stantec will provide professional design engineering services for installation of approximately 950 feet of 8-inch ductile iron (DI) pipe and 550 feet of 2-inch poly pipe, to replace 750 feet of existing small diameter asbestos cement (AC) water main and to replace 350 feet of 1¼ inch corroded iron pipe; in order to replace aging infrastructure in public rights-of-way within the downtown area of the City of Black Diamond. Design includes fire hydrants, valves, meters, other appurtenances and pavement overlay and surface restoration. Stantec will provide field survey, topographic basemaps, drawings, specifications, construction cost estimates, bid support, construction support, if needed, and drafting for construction record drawings.

SCHEDULE

The City requests that the design documents be completed and ready for bid advertisement by June 3, 2015.

SCOPE OF WORK

This Scope of Work consists of 1) Project Management, 2) Design Services and 3) Construction Phase Services, and 4) Supplemental Services.

PROJECT MANAGEMENT

- A. Manage all tasks, staff for design and construction phase services.
- B. Develop project schedule.
- C. Communicate on a regular basis with City regarding design progress, issues, costs, and schedule.
- D. Administer monthly Consultant invoicing to City for services provided.

Deliverables:

- Project schedule.
- Monthly invoice.

DESIGN SERVICES

- A. Research and Scoping
 - Attend one meeting (1 Stantec attendee), which includes site visit, with City personnel to review City standards, specific project work elements, priorities and schedule.

3/5/2015

- Identify necessary work products to support development of plans and specifications
- Research, collect and assemble available existing data documents for City and private utility contract record drawings (as-builts).

B. Topographic Survey and Preparation of Base Drawings

- Perform field topographic survey to identify existing surface conditions within project limits using electronic surveying equipment and one or two-person crew.
 - Survey limits to include location of existing water meters, edge of pavement on each side of the street, plus hydrants, pavement patches and other water appurtenances located within public right-of-way or easement.
 - Field survey to include available underground-utility paint-mark locates and surface indications of underground features prior to topographic survey. Field survey does not include potholing underground utilities.
- Request and obtain available franchise utility companies' construction record drawing information including underground power, gas, telephone, fiber optic, and other known utilities and incorporate into the base drawings.
- Coordinate underground utility locates (through services of a utility locates service hired by the City) for City and franchise utilities to confirm horizontal locations of existing utilities. Services will include the following:
 - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
 - Provide maps, as required, showing limits for utility locates.
 - Respond to questions from utility locates company.
- Coordinate exploratory potholing of buried utilities (through services of a vactor service company hired by the City) for City and franchise utilities to confirm horizontal locations and depths of existing utilities. Services will include the following:
 - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
 - Provide instructions and maps showing pothole locations.
 - Respond to questions from vactor service company.
- Reduce field data and prepare base drawings for design. Base drawings will be established using 1 inch = 20 feet drawing scale and will include one-foot contour intervals.
- Horizontal and vertical control will be NAD 83 (NSRS 2007) Horizontal datum and NAVD 88 Vertical Datum. GPS surveying methodology will be employed where practical and feasible.

C. Schematic Design (30%) Documents

- Perform field reconnaissance for approximately 1,500 linear feet of main replacement. Take and catalog digital photos to document significant existing features and conditions.
- Review the City's available Water, Sewer and Storm Utility construction record drawings and GIS base maps, incorporate pertinent utility, parcel, right-of-way line and address information into the base drawings. City to

provide both hard copy and electronic files of the Water, Sewer and Storm Utility maps where available.

- Meet with City staff on site to review design requirements and to verify locations of existing features and conditions as they relate to the design.
- Prepare plan and profile design drawings showing base drawing information (existing topographic survey, utility, and parcel/right-of-way line information), proposed alignment of water mains, proposed locations of gate valves, hydrants and services, existing water mains to be abandoned or removed,
- Prepare preliminary Opinion of Probable Construction Cost (OPCC) showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements totaled by all locations into one spreadsheet.
- Conduct in-house quality assurance (QA) review.
- Communicate with City staff to discuss City's Draft Design review comments.

D. 90% Design Documents

- Incorporate City's schematic design review comments and CDBG documents into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Obtain and incorporate the relevant City's Standard Details into drawing set.
- Obtain and incorporate the City's Standard Details and Specifications into the design drawings and contract documents. The City's Standard Specifications will be used, with supplemental specifications provided by Consultant and modified, as necessary, for this project.
- Prepare draft Contract Documents including City's boilerplate advertisement for bid, bid proposal, contract and Special Provisions sections.
- Obtain and incorporate CDBG documents.
- Conduct in-house quality assurance (QA) review.
- Prepare OPCC based on 90% design.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments.

E. Final Design Documents

- Incorporate City's 90% design review comments, and CDBG review comments, into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Conduct in-house quality assurance (QA) review.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments.

F. Bid Documents

- Finalize drawings and Contract Documents for bidding by incorporating City's Final Design review comments.
- Conduct in-house quality assurance (QA) review.
- Scan and upload bid documents electronically to Builder's Exchange.

G. Bidding Services

- Answer bidder technical questions during bid period, if necessary.
- Assist City in preparing addenda, if necessary.

H. Coordination with King County/CDBG

- Phone coordination with CDBG regarding specific items as needed (allowance 4 hours)

Assumptions:

- Wetland and stream buffer delineation, studies, and reports are not required.
- No City-issued permits will be required.
- SEPA will not be required.
- No easement will be required.
- Specification technical sections will be based on City of Bellevue Utilities specification format, including sections or portions of sections as applicable to this project.

City Responsibilities:

- Provide available water, sewer, and storm utility maps.
- City arrange for, and contract with, utility service locates company to provide locates for all buried utilities.
- City contract with vactor company to pothole proposed AC water main crossings.
- Assist utility locates service, as required, by field marking locations of water and sewer.
- Field mark extents of existing asphalt pavement areas to be replaced by contractor before design survey.
- City will provide electronic standard boilerplate Contract Documents, General Information and Special Provisions to the Standard Specifications.
- City and CDBG turnaround time for review comments shall be two weeks for Draft submittal, three weeks for Final submittal.
- City to administer distribution of bid/contract document sets to prospective bidders, distribute addenda as necessary, receive bids, prepare bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.
- City to provide bid abstract to appropriate newspapers and pay for publication.
- Review and approve construction record drawings.
- It is assumed no easements or right of entry permits will be required.

- Procure title reports.
- Additions to the scope of work will be performed as SUPPLEMENTAL SERVICES.

Deliverables –Schematic Design Drawings:

- Submit two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and preliminary OPCC to City for review.

Deliverables –90% Design Documents:

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and draft OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

Deliverables – Final Design Documents:

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and final OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

Deliverables – Bid Set:

- Submit one unbound master set of bid/contract documents with half size (11"x17") drawings.
- Submit 4 sets of comb bound Bid/Contract Documents with half size (11"x17") drawings and final OPCC to City for review.
- Submit one full size (22"x34") sets of plan drawings.
- Submit electronic copy of final Plan Drawings, Contract Documents and OPCC.
 - Plan drawings will be developed in AutoCAD Civil 3-D at Stantec's office and submitted to City as 2014, or earlier version if requested. A .pdf of all of the drawing sheets will also be submitted.
 - Contract Documents will be in PDF format.
- OPCC will be in Microsoft Excel format.

CONSTRUCTION PHASE SERVICES

I. Design and Engineering Support During Construction:

The Consultant will provide design support as requested by the City to provide guidance on potential construction conflicts, specific questions, etc. The budget for this task is based on a typical level of design support for a few issues that may occur during construction. If major differing site conditions or complex issues are identified, additional fees may be required.

J. Construction Record Drawings:

The Consultant will use the Contractor's and/or City's marked up field drawings, and GPS data if provided, to prepare ACAD-format construction record drawings using the original design ACAD files as the base drawings. This service will be accomplished by the Consultant's ACAD drafter/designers located at the Consultant's office. Construction record drawings will reflect the completed permanent water improvements. Right-of-way lines, property boundaries, etc. will be retained from the design drawings.

City Responsibilities and Assumptions:

- Provide Construction Inspection
- Monitor Contractor's construction as-built field records (redlines) to ensure correct and current throughout construction.
- Review and approve construction record drawings.

SUPPLEMENTAL SERVICES

K. Provide additional services as may be required to complete the project that are requested and authorized by the City.

- Stantec will submit a budget estimate for Supplemental Services if requested by the City.
- Stantec will not commence work on any supplemental services work until Stantec receives written authorization from the City to proceed with any Supplemental Services.

SERVICES NOT INCLUDED

The following services are not a part of this Agreement. If the City chooses to add one or more of the following services to this Scope of Work, then this Agreement shall be modified in terms of an addition to the total compensation to be paid to the Consultant and an appropriate extension of time (as necessary) to the Consultant's schedule.

1. All Permit related services.
2. Coordination with City of Black Diamond's Fire Marshall regarding review and approval of proposed improvements.
3. Hydraulic network analysis of existing and/or proposed water system to verify proposed pipe sizes.
4. Underground utility potholing and any associated field surveying to confirm horizontal and vertical locations of existing water mains and other existing utilities

at various locations.

5. Attendance at bid opening, preparing bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.
6. Easements and related services.
7. Geotechnical exploration/report.
8. Stream buffer delineation and environmental studies and reports.
9. Coordination with property owners.
10. Purchase of title reports.
11. Construction inspection and construction administration

END OF EXHIBIT "A"

EXHIBIT "B"
DESIGN & CONSTRUCTION SUPPORT SCHEDULE

City of Black Diamond
Downtown AC Water Main Replacement & Looping Project

<u>Activity</u>	<u>Cumulative Time</u>	<u>Target Dates</u>
Design contract executed		March 19, 2015
Utility Locates & Potholing Completed*	0 day (reference date)	March 23, 2015
Schematic Design complete	+21 days	April 13, 2015
City review (3 days) complete	+24 days	April 16, 2015
90% Design complete	+42 days	May 4, 2015
City/CDBG review (14 days) complete	+56 days	May 18, 2015
Bid document finalized	+63 days	May 25, 2015
City/CDBG final review (3 days) complete	+66 days	May 28, 2015
Bid advertisement	+72 days	June 3, 2015
Bid opening	+86 days	June 17, 2015
Construction start	+126 days	July 28, 2015
Construction completion	+199 days	October 8, 2015
Construction record drawings complete	TBD	

*Schedule days are calendar days starting at completion of utility locates and potholing. City will procure utility locating services separately and utility locating will be complete by March 23rd.

*City will provide a minimum of 7 days advanced notice to Stantec of estimated completion date of utility locates, so that Stantec can schedule survey crew.

EXHIBIT C SCHEDULE OF HOURLY RATES

Stantec Consulting Services Inc. fee schedule by staff and reimbursable
expense classification as of January 1, 2015. Rates are subject to
modification.

Staff Time

<u>Classification</u>	<u>Hourly Billing Rate Range</u>	
EIT / Sr. Designer	\$91.00	- \$108.00
Civil Specialist	\$103.00	- \$184.00
Engineer	\$107.00	- \$187.00
Project Manager	\$180.00	- \$230.00
Planner	\$120.00	- \$141.00
Geotechnical Engineer	\$150.00	- \$231.00
CAD (includes mapping and GIS)	\$91.00	- \$121.00
Engineering Geologist	\$146.00	- \$171.00
Construction Representative	\$104.00	- \$122.00
Surveyor	\$99.00	- \$117.00
Project Surveyor (PLS)	\$140.00	- \$164.00
Administrative	\$31.00	- \$104.00
Administrative Lead	\$95.00	- \$141.00
Director / Principal / Sr. Engineering Consultant	\$203.00	- \$295.00

Reimbursable Expenses

Travel

Vehicle Mileage	IRS Standard Rate: (Currently \$0.575)
Airfare	Actual cost without markup
Miscellaneous Travel - Parking, Tolls, Taxi Fares, etc.	Actual cost without markup

<u>Project Specific Supplies & Outside Reproduction</u>	Actual cost without markup
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Prints

Black & White Prints (up to 11x17)	\$1.25	per sheet
Color Prints (up to 11x17)	\$1.50	per sheet
Large Format Prints	\$7.50	per sheet
CD Production	\$2.00	per cd

<u>Computer Station</u>	\$10.00	per hour
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<u>Map/Drawing Scanning</u>	\$5.00	per sheet
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Field Equipment

Survey - Digital Level	\$5.00	per hour
Total Station	\$10.00	per hour
Robotic Total Station	\$15.00	per hour
GPS/RTK	\$20.00	per hour

No charges are billed for the following items:

1. Long distance phone calls
2. Fax services
3. Postage

EXHIBIT "D"
BUDGET SUMMARY

City of Black Diamond
Downtown AC Water Main Replacement & Looping Project
Design & Construction Support Services

Stantec Consulting Services Inc.

SUMMARY OF HOURS AND FEE

Task	Labor Hours	Labor Cost	Reimbursable Cost *	Total Cost
Project Management	28	\$ 4,131	\$ 50	\$ 4,181
Design Services				
Onsite Design Survey/Base Mapping	48	\$ 5,402	\$ 360	\$ 5,762
Schematic Design (30%) Drawings, and OPCC and QA	73	\$ 9,149	\$ 220	\$ 9,369
90% Design Drawings, Specs, OPCC and QA	112	\$ 15,093	\$ 390	\$ 15,483
Final Design Drawings, Specs, OPCC and QA	56	\$ 7,459	\$ 170	\$ 7,629
Bid Documents	28	\$ 3,613	\$ 150	\$ 3,763
Bidding Services	7	\$ 950	\$ 10	\$ 960
Subtotal Design Services	323	\$ 41,666	\$ 1,300	\$ 42,966
Construction Phase Services				
Design and Engineering Support During Construction (as required)	8	\$ 1,113	\$ 10	\$ 1,123
Construction Record Drawings	17	\$ 2,135	\$ 170	\$ 2,305
Subtotal Construction Phase Services	25	\$ 3,248	\$ 180	\$ 3,428
Total Not to Exceed	375	\$ 49,045.00	\$ 1,530.00	\$ 50,575.00

* includes mileage, equipment, supplies, computer usage, etc

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 15-1048 On-call Transportation Engineering Contract with Parametrix	Agenda Date: November 5, 2015	
	AB15-075	
	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): \$100,000	Public Works – Seth Boettcher	X
Fund Source: Grant, insurance, private development, capital, street fund	Court – Stephanie Metcalf	
Timeline: 2 year contract; tasks as needs arise		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 15-1048; Agreement with exhibits; List of previous work completed by Parametrix		
<p>SUMMARY STATEMENT:</p> <p>The City is in need of on-going transportation engineering services. The City went through a transportation engineering selection process and, through that process, selected Parametrix. This contract would be for a two-year period.</p> <p>The City has received responsive, technically sound engineering with accurate, clear billing from Parametrix. Having received very good transportation engineering service from Parametrix, staff is recommending another two-year Transportation Engineering contract with Parametrix.</p> <p>The rate schedule is the same as the last contract as Parametrix was willing to forego an increase. In the most recent contract, Parametrix provided specification edits for the City's citywide pavement patching effort, cost estimates for the Roberts Drive Rehab project for grant applications, and engineering for the proposed Abrams Avenue guardrail project. In previous years, work under the on-call contract has included training, grant applications, traffic modeling, and lot line adjustments.</p> <p>FISCAL NOTE (Finance Department): This contract is for up to \$100,000. Task orders will not exceed \$15,000 for line items specified in the budget and \$7,500 for items not specified in the budget. Anything over \$15,000 will need to be a separate contract. Budgets to pay for engineering service already exist in individual Capital Project or are paid for in Utility Operating Budgets or by developers.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</p> <p>Public Works Committee recommends approval.</p>		

RECOMMENDED ACTION: **MOTION** to adopt Resolution 15-1048 authorizing the Mayor to execute a two-year, on-call Professional Services Agreement for Transportation Engineering Services with Parametrix, Inc., not to exceed \$100,000.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2015		

RESOLUTION NO. 15-1048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR, ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION ENGINEERING SERVICES WITH PARAMETRIX, INC.

WHEREAS, Parametrix, Inc. has been serving as the City's consultant providing on-call transportation engineering services; and

WHEREAS, Parametrix, Inc. was selected again to provide these services after a selection process; and

WHEREAS, Parametrix, Inc. has provided excellent technical engineering with good customer service; and

WHEREAS, the City does not have staff level or the full range of expertise on staff to provide the full range of expertise for the transportation needs of the City;

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

Section 1. The Mayor is hereby authorized to execute a two-year, on-call Professional Services Agreement for Transportation Engineering Services with Parametrix, Inc. in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
ON-CALL**

THIS Agreement is made effective as of the _____ day of _____, 2015, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and Parametrix, Inc., a corporation organized under the laws of the State of Washington, doing business at:

PARAMETRIX, INC. (hereinafter the "CONSULTANT")
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

Contact: Daniel L. McReynolds Phone: 253-604-6600 Fax: 855-542-6353

for 2015-2017 On-Call Transportation Engineering professional services.

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall provide transportation engineering services as requested by the City. The services to be performed are generally described in the Scope of Work attached to this Agreement as Exhibit "A." The Scope of Work shall not be modified or changed for the purposes of this On-Call Agreement.

B. The City shall issue a written Task Order for each project assigned to the Consultant, in the form attached hereto as Exhibit B. The written Task Order shall include the following information, which may be furnished by the City after consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. The hourly rate to be charged by the Consultant shall be as set forth in Exhibit C, attached hereto. The Consultant shall provide written acceptance of the Task Order before the City issues a Notice to Proceed on any particular Task Order. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

C. The Consultant acknowledges that the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement.

Revised 2/26/15

2. **Terms.** This Agreement shall commence on November 6, 2015, ("Commencement Date") and shall terminate on November 6, 2017, unless extended or terminated in writing as provided herein.

3. **Compensation.**

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. Compensation for the services provided pursuant to any one particular On-Call Task Order shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) without the written authorization of the City Council. After commencement of work under any On-Call Task Order, if the Consultant anticipates that the cost related to the work in the Task Order will exceed \$7,500, and prior City Council authorization has not been obtained, the Consultant shall promptly notify the City and provide the City with the necessary documents for the Council's review and approval of such Task Order.

B. Compensation for the services provided pursuant to each On-Call Task Order shall be on a time and materials basis, according to the list of billing rates and reimbursable expenses, as set forth in Exhibit C, attached hereto.

C. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed. The Consultant shall be paid by the City according to this Section for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

D. The amount paid by the City for each invoice shall not exceed the amount in Section 3(A) above, and the hourly billing rates set forth in Exhibit C, attached hereto. The City shall pay the full amount of any invoice within sixty (60) days of receipt, unless the City objects to all or any portion of the invoice. If the City so objects, the City shall notify the Consultant of the same and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

E. The Consultant shall not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section 3(A) without a duly authorized amendment to this Agreement. In the event services are required by the City beyond those specified in the Scope of Work and are not included in the compensation listed in Exhibit C, a written contract amendment shall be negotiated and approved by the City before the Consultant expends any effort on such services.

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

G. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to

show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

4. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

C. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

D. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

E. Violation of this Section 4 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

7. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

9. **Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 7 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

10. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees and agents in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

12. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. **Other Insurance Provisions**

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

~~3. The City will not waive its right to subrogation against the Consultant. The~~
Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

14. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson
Mayor
24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360-886-5700
Fax: 360-886-2592

PARAMETRIX, INC.
Attn: Daniel L. McReynolds
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

Phone: 253-604-6600
Fax: 855-542-6353

15. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

~~C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.~~

16. General Provisions.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

CONSULTANT

By: _____
Carol Benson
Mayor

By: C. Cameron Teller

Name: Cameron Teller

Title: Division Manager

Date: _____

Date: 10/16/2015

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Exhibit A

GENERAL SCOPE OF WORK

Transportation Engineering & Design

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

Survey, Mapping and Right of Way Plans

- Topographic mapping and basemap preparation
- Construction Staking
- Legal Descriptions and Exhibits
- Preparation of R.O.W. plans
- R.O.W. acquisition assistance

Transportation and Traffic Planning

- Corridor studies
- Comprehensive plans
- Transportation modeling
- Roundabout modeling and site analysis
- Traffic impact analysis
- Traffic impact fee analysis
- Traffic calming analysis

Stormwater Engineering and Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models
- Stormwater mitigation design and BMP selection
- Stormwater Site Plan (drainage report) preparation
- Stormwater pollution prevention plan preparation

- Storm sewer system design, plans and specifications
 - Stormwater pond, vault, trench design, plans and specifications
 - Stormwater quality facility design, plans and specifications
-

Structural Engineering

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

Environmental Services

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

Transit Planning and Design

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

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Highway, collector and local roadway funding (maintenance, design and construction)
- Grant writing assistance

Construction Services

- Construction ad and award assistance
- Construction engineering support

- Construction administration and observation
- Construction documentation

Miscellaneous

- The above specific services are not intended to be restrictive or limit the services as the City may request other engineering services related to the services mentioned above and/or activities that the City may be working on
- Other duties as assigned by the City related to transportation or transportation projects

Exhibit B

City of Black Diamond On-Call Task Request

Date:	_____	City Staff Contact:	_____
Task Name:	_____	Phone:	360-886-5700
Consultant Project No.:	_____	Fax:	360-886-2592
Consultant Contact Name:	_____		
Consultant Phone:	_____		
Consultant Fax:	_____		

Scope of Task Request Including Deliverables and Schedule

Budget Estimate:

Task Request Approval:

City of Black Diamond:

_____	_____
Written Name	Title
_____	_____
Signature	Date

Consultant:

_____	_____
Written Name	Title
_____	_____
Signature	Date

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

Exhibit C

Parametrix Category Billing Rates - October 1, 2012 through October 31, 2017.

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

Direct project expenses and reproduction costs are billed at cost.

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

999-3043-999
2015-17 On-Call Transportation

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 15-1049 Authorizing the Mayor to execute an agreement with the Black Diamond Community Center	Agenda Date: November 5, 2015	
	AB15-076	
	Mayor Carol Benson	X
	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): \$10,000	Public Works – Seth Boettcher	
Fund Source: --AWC Insurance rate savings	Court – Stephanie Metcalf	
Timeline: 2015		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1049; agreement		
<p>SUMMARY STATEMENT:</p> <p>Mayor Benson will be addressing Council on this matter.</p> <p>FISCAL NOTE (Finance Department): The change from CIAW to AWC Insurance Company is expected to save approximately \$10,000 which will cover the cost of funds for the Community Center Insurance for one year.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this at their October 8th meeting and recommended approval.</p>		
<p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1049, authorizing the Mayor to execute an agreement with the Black Diamond Community Center.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 5, 2015		

RESOLUTION NO. 15-1049

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE BLACK DIAMOND COMMUNITY
CENTER FOR THE CITY'S PAYMENT OF \$10,000 FOR
THE COMMUNITY CENTER'S LIABILITY INSURANCE FOR
THE YEAR 2015-2016**

WHEREAS, the City entered into an agreement with the Black Diamond Community Center on September 4, 2008, adopted by Resolution No. 08-539, and the parties have agreed that this agreement is terminated and is of no force and effect; and

WHEREAS, the Community Center owns and operates the Black Diamond Community Center located at 31605 Third Avenue in Black Diamond, Washington; and

WHEREAS, the Community Center provides many services for the public welfare and the citizens of the City; and

WHEREAS, the parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation; and

WHEREAS, in consideration of the public services provided by the Community Center the City has agreed to pay \$10,000.00 towards the Community Center's purchase of liability insurance for the year 2015-2016 under the terms and conditions set forth in the Agreement attached hereto as Exhibit A; and

WHEREAS, the City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose;

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

Section 1. The City Council hereby authorizes the Mayor to sign the Agreement between the City of Black Diamond and the Black Diamond Community Center, attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND
AND
BLACK DIAMOND COMMUNITY CENTER**

THIS Agreement is made effective as of the 5 day of Nov, 2015, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and the Black Diamond Community Center, a nonprofit corporation organized under the laws of the State of Washington, doing business at:

BLACK DIAMOND COMMUNITY CENTER (hereinafter the "Community Center")
31605 Third Avenue
Black Diamond, WA 98010

TERMS AND CONDITIONS

1. **Termination of Previous Agreement.** On September 4, 2008, the City passed Resolution No. 08-539, authorizing a Services Agreement between the City and the Community Center. The parties executed the "Agreement Between City of Black Diamond Community Center" on September 4, 2008. The parties agree that this Agreement is terminated and is of no force and effect.
2. **Public Services Provided by the Community Center.** The Community Center owns and operates the Black Diamond Community Center located at 31605 third Avenue in Black Diamond, Washington. The Community Center provides many services for the public welfare and the citizens of the City, including, but not limited to, the operation of an emergency food bank and emergency clothing and household goods bank, energy assistance for low-income families, meals on wheels for the homebound or disabled, senior nutrition programs, adult day health programs for homebound and disabled seniors, youth and family programs and meth lab awareness education.
3. **City's Contribution Towards the Community Center's Insurance.** The parties acknowledge that the Community Center must obtain liability, auto and/or property insurance for its continued operation. In consideration of the public services provided by the Community Center as described in Section 2 above, the City agrees to pay Ten Thousand Dollars and No Cents (\$10,000.00) to the Community Center, as a contribution towards the Community Center's insurance for the year 2015-2016. The City's contribution is not meant to limit the amount of insurance that the Community Center may purchase nor is it meant to anticipate the actual insurance needs of the Community Center. Instead, the Community Center will use its own discretion to decide where to purchase its insurance, what should be covered and the amount it will pay for such insurance. The City's contribution will be used by the Community Center towards the actual purchase of such insurance and for no other purpose.
4. **Community Center's invoice to the City.** The Community Center shall submit an invoice to the City from its insurance company showing that the City's contribution towards the Community Center's desired coverage is no more than \$10,000. The City shall issue a check to the Community Center to pay this amount within 10 days after receipt of the invoice.

5. **Audit of Community Center's records.** The Community Center shall provide documentation to the City showing payment of the insurance premium, by submitting a copy of a receipt from the Community Center's insurance company, showing the amount paid and the date. The Community Center shall keep records pertaining to this Agreement available for audit by the City for three years after payment. Copies shall be made available upon request.

6. **Discrimination and Compliance with Laws**

A. The Community Center agrees not to discriminate against any employee or applicant for employment or any other person seeking assistance from the Community Center because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance.

B. The Community Center agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable to the Community Center operation.

7. **Relationship of Parties.** No agent, employee, representative or consultant of the Community Center shall be or shall be deemed to be the employee, agent, representative or consultant of the City. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the Community Center's employees, agents, representatives or consultants. The Community Center will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and consultants during the performance of this Agreement.

8. **Suspension and Termination of Operations.** If the Community Center ceases operations during the term of this Agreement, the Community Center agrees that it shall attempt to obtain a refund of any City funds spent on the insurance for the remainder of the policy.

9. **General Provisions.**

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

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

C. Venue and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

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

E. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,
WASHINGTON

BLACK DIAMOND COMMUNITY
CENTER

By: _____
Carol Benson
Mayor

By: Keith C Watson
Name: KEITH C WATSON

Date: _____

Title: BOARD PRESIDENT

Date: 10-21-15

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney