



**CITY OF BLACK DIAMOND**  
**January 8, 2015 Special Meeting Agenda - REVISED**  
25510 Lawson St., Black Diamond, Washington

**6:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**PUBLIC COMMENTS:** Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

**PUBLIC HEARINGS:**

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**

- |   |              |
|---|--------------|
| 1) <b>AB15-001</b> – Resolution Confirming Mayor’s Appointment to Council Standing Committees | Mayor Benson |
| 2) <b>AB15-002</b> – Appointment of Mayor Pro-Tem for 2015                                    | Mayor Benson |

**UNFINISHED BUSINESS:**

- |   |                 |
|---|-----------------|
| 3) <b>AB14-130A</b> – Resolution Authorizing Contract with the Accelerant Group | Chief Kiblinger |
|---|-----------------|

**NEW BUSINESS:**

- |  |               |
|--|---------------|
| 4) <b>AB14-003</b> – Resolution Amending BergerABAM Contract             | Mr. Nix       |
| 5) <b>AB15-004</b> – Resolution Authorizing Hazardous Waste Grant        | Mr. Boettcher |
| 6) <b>AB15-005</b> – Resolution Authorizing Solid Waste Grant            | Mr. Boettcher |
| 7) <b>AB15-006</b> – Resolution Accepting Lawson Street Sidewalk Project | Mr. Boettcher |
| 8) <b>AB15-007</b> – Resolution Authorizing Purchase of Vactor Trailer   | Mr. Boettcher |

**DEPARTMENT REPORTS:**

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

A. Council Standing Committees and Regional Committees

- Councilmember Deady - Cemetery and Parks Committee; Growth Management Planning Council (GMPC)
- Councilmember Morgan - Water Resource Inventory Area Committee (WRIA 9)
- Councilmember Edelman - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

**ATTORNEY REPORT:**

**CONSENT AGENDA:**

**9) Claim Checks** – January 8, 2015, No. 41737 through No.41805 in the amount of \$128,273.74

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																										
<b>SUBJECT:</b> <b>AB14-001</b>  <b>Confirmation of Council Standing Committee Appointments</b>  Cost Impact: Fund Source: Timeline:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Agenda Date: January 6, 2015</b></td> <td style="width: 40%; text-align: right;"><b>AB15-001</b></td> </tr> <tr> <td>Department/Committee/Individual</td> <td></td> </tr> <tr> <td>Mayor Carol Benson</td> <td style="text-align: center;">X</td> </tr> <tr> <td>City Administrator –</td> <td></td> </tr> <tr> <td>City Attorney –Carol Morris</td> <td></td> </tr> <tr> <td>City Clerk – Brenda L. Martinez</td> <td></td> </tr> <tr> <td>Finance – May Miller</td> <td></td> </tr> <tr> <td>Public Works – Seth Boettcher</td> <td></td> </tr> <tr> <td>MDRT/Ec Dev – Andy Williamson</td> <td></td> </tr> <tr> <td>Police – Jamey Kiblinger</td> <td></td> </tr> <tr> <td>Court – Stephanie Metcalf</td> <td></td> </tr> <tr> <td>Com. Dev./NR – Aaron Nix</td> <td></td> </tr> </table>		<b>Agenda Date: January 6, 2015</b>	<b>AB15-001</b>	Department/Committee/Individual		Mayor Carol Benson	X	City Administrator –		City Attorney –Carol Morris		City Clerk – Brenda L. Martinez		Finance – May Miller		Public Works – Seth Boettcher		MDRT/Ec Dev – Andy Williamson		Police – Jamey Kiblinger		Court – Stephanie Metcalf		Com. Dev./NR – Aaron Nix	
<b>Agenda Date: January 6, 2015</b>	<b>AB15-001</b>																									
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<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator																										
<b>Attachments: Resolution No. 14-1000</b>																										
<p><b>SUMMARY STATEMENT:</b></p> <p>Annually at the first meeting in January, the City Council shall vote on whether to confirm the Mayor's appointments to the Council Standing Committees. The purpose of the committees is to provide recommendations on major policy items to the City Council. Issues are forwarded by the Mayor to the appropriate committee for discussion. Membership of any given committee may include no more than two (2) Councilmembers, with one (1) Councilmember serving as the Chair. Committee appointments are for one-year terms.</p> <p>Below is a list of the Mayor's recommended committees members:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Budget, Finance, Administration Committee</b>            Councilmembers: Chair, Janie Edelman ; Tamie Deady         </td> <td style="width: 50%; vertical-align: top;"> <b>Cemetery and Parks Committee</b>            Councilmembers: Chair, Erika Morgan, Position #4         </td> </tr> <tr> <td style="vertical-align: top;"> <b>Planning and Community Service Committee</b>            Councilmembers: Chair, Janie Edelman; Erika Morgan         </td> <td style="vertical-align: top;"> <b>Public Works Committee</b>            Councilmembers: Chair, Ron Taylor; Position #4         </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> <b>Public Safety Committee</b>            Councilmembers: Chair, Tamie Deady; Ron Taylor         </td> </tr> </table>			<b>Budget, Finance, Administration Committee</b> Councilmembers: Chair, Janie Edelman ; Tamie Deady	<b>Cemetery and Parks Committee</b> Councilmembers: Chair, Erika Morgan, Position #4	<b>Planning and Community Service Committee</b> Councilmembers: Chair, Janie Edelman; Erika Morgan	<b>Public Works Committee</b> Councilmembers: Chair, Ron Taylor; Position #4	<b>Public Safety Committee</b> Councilmembers: Chair, Tamie Deady; Ron Taylor																			
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<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>																										
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1000, confirming the Mayor's appointments to the 2015 Council Standing Committees.</b>																										
RECORD OF COUNCIL ACTION																										
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>																								
January 6, 2015																										

**RESOLUTION NO. 15-1000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S APPOINTMENTS TO THE  
COUNCIL STANDING COMMITTEES**

**WHEREAS**, in accordance with the Council Rules of Procedure Section 18.1.2 the City Council will confirm the Mayor's appointments to the Council Standing Committees; and

**WHEREAS**, this Resolution is to confirm the Mayor's appointments to the 2015 Council Standing Committees;

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

**Section 1.** The following are the 2015 Council Standing Committee assignments indicating the Chair of each committee.

**2015 Budget, Finance, Administration Committee**

Chair Janie Edelman, Tamie Deady

**2015 Cemetery and Parks Committee**

Chair Erika Morgan, Position #4

**2015 Planning and Community Services Committee**

Chair Janie Edelman; Erika Morgan

**2015 Public Works Committee**

Chair Ron Taylor, Position No. 4

**2015 Public Safety Committee**

Chair Tamie Deady, Ron Taylor

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT  
A SPECIAL MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB14-002</b>  <b>Appointment of Mayor Pro Tempore</b>	<b>Agenda Date:</b> <b>January 8, 2015</b> <b>AB14-002</b>	
	Department/Committee/Individual	
	Mayor Carol Benson	<b>X</b>
	City Administrator –	
	City Attorney –Carol Morris	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Com Dev/NR – Aaron Nix	
Cost Impact:	MDRT/Ec. Dev. – Andy Williamson	
Fund Source:	Police – Jamey Kiblinger	
Timeline:	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments:</b>		
<p>SUMMARY STATEMENT:</p> <p>Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION:</p>		
<p>RECOMMENDED ACTION:   <b>MOTION to appoint Councilmember ? as Mayor Pro Tempore.</b></p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2015		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																						
<b>SUBJECT:</b> <b>AB14-130</b>  <b>Resolution authorizing the Mayor to execute an agreement with the Accelerant Group for the continued support and maintenance of the Tiburon to Spillman Interface</b>	<b>Agenda Date: December 18, 2014</b> <span style="float: right;"><b>AB14-130A</b></span>																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Mayor Carol Benson</td><td></td></tr> <tr><td>City Administrator</td><td></td></tr> <tr><td>City Attorney Carol Morris</td><td></td></tr> <tr><td>City Clerk – Brenda L. Martinez</td><td></td></tr> <tr><td>Com Dev/Nat Res – Aaron Nix</td><td></td></tr> <tr><td>Finance – May Miller</td><td></td></tr> <tr><td>MDRT/Eco Dev – Andy Williamson</td><td></td></tr> <tr><td>Police – Chief Kiblinger</td><td style="text-align: center;">X</td></tr> <tr><td>Public Works – Seth Boettcher</td><td></td></tr> <tr><td>Court – Stephanie Metcalf</td><td></td></tr> </table>	Mayor Carol Benson		City Administrator		City Attorney Carol Morris		City Clerk – Brenda L. Martinez		Com Dev/Nat Res – Aaron Nix		Finance – May Miller		MDRT/Eco Dev – Andy Williamson		Police – Chief Kiblinger	X	Public Works – Seth Boettcher		Court – Stephanie Metcalf		
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Police – Chief Kiblinger	X																					
Public Works – Seth Boettcher																						
Court – Stephanie Metcalf																						
Cost Impact (see also Fiscal Note): \$1,200																						
Fund Source: General Fund Police Budget																						
Timeline:																						
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator																						
<b>Attachments: Proposed Resolution No. 14-999; Agreement</b>																						
<p>SUMMARY STATEMENT:</p> <p>On December 6<sup>th</sup> 2012, council approved resolution #12-842, authorizing several cities to share in the cost of developing an interface to facilitate the automated retrieval of incident data from the CAD system into their Spillman system (records management.) Data Pros installed the interface. Data Pros has since changed their name to the Accelerant Group and the attached resolution covers the continued support and maintenance of the interface.</p>																						
<p>FISCAL NOTE (Finance Department):</p>																						
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Safety Committee</p>																						
<p>RECOMMENDED ACTION: <b>MOTION to adopt Resolution No. 14-999, authorizing the Mayor to execute an agreement with the Accelerant Group for the continued support and maintenance of the Tiburon to Spillman Interface.</b></p>																						
RECORD OF COUNCIL ACTION																						
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>																				
December 18, 2014	Postponed to Jan 8 <sup>th</sup> Meeting 4-0																					
January 8, 2015																						

**RESOLUTION NO. 14-999**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH THE ACCELERANT GROUP FOR THE  
CONTINUED SUPPORT AND MAINTENANCE OF THE  
TIBURON TO SPILLMAN INTERFACE**

**WHEREAS**, the City of Black Diamond entered into an inter-local agreement for the development of the Tiburon to Spillman Interface on December 6<sup>th</sup>, 2012, which agreement requires City of Black Diamond to enter into a separate contract with Data Pros for the installation and maintenance of the software by Data Pros; and

**WHEREAS**, Data Pros has since changed their name to Accelerant Group; and

**WHEREAS**, the City of Black Diamond would like to continue with the ongoing maintenance and support of the interface with the Accelerant Group;

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

**Section 1.** The Mayor is hereby authorized to execute an Agreement between the City of Black Diamond and Accelerant Group for the continued support and maintenance of the Tiburon to Spillman Interface software.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8TH DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

## **CUSTOM SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on 11/20/2014, between Accelerant Group, Incorporated ("Provider"), with its principal place of business located at 5296 South Commerce Drive, Suite 300, Salt Lake City, UT 84107 and City of Black Diamond ("Client") and shall be effective as of 11/20/2014 (the "Effective Date").

### **RECITALS**

WHEREAS, Provider is engaged in the business of computer application development, including technical consulting services, custom software development and maintenance,

WHEREAS, Client will from time to time require maintenance and support regarding the use of the Software.

NOW THEREFORE, Provider and Client agree as follows:

#### **1. Scope of Services**

Provider agrees to perform, and Client agrees to accept the maintenance and support services referred to in Exhibit A (Statement of Work) with respect to the Software.

#### **2. Price and Payment Terms**

Client will pay Provider for Provider's Work on the terms and conditions set forth in Exhibit A (Statement of Work).

#### **3. Term and Termination**

Unless terminated as provided herein, this Agreement will extend for a period of 12 months and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of Provider's Work performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

#### **4. Ownership of Intellectual Property**

Provider will retain ownership of all proprietary rights in Provider's Work, including certain rights, if any, that Provider has pursuant to license from another party. Upon full payment of the fees set forth in this Agreement, Provider will grant to Client a non-exclusive license to use the Software, as modified or enhanced, in its own business. Client is not authorized to sell or license the Software or rights thereto to any other person or firm.

## **5. Confidential Information**

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

## **6. Obligations of Provider**

A. Provider will promptly notify Client of any material defects or malfunctions in the Software or related documentation that it learns from any source.

B. Provider will, from time to time, supply Client with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Provider, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Provider will supply 1 copy of any of these updates and/or enhancements without additional charge. Provider will give reasonable assistance to Client in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided at Client's facility, such services will be charged at Provider's then current consulting rate.

C. Within a reasonable time after being given written notice thereof, Provider will correct inherent material errors in the Software that are not caused by Client's misuse, improper use, alteration or damage of the Software.

D. Provider will supply Client with reasonable means of accessing modifications and enhancements to the Software, including diskette, compact disk, or through network download. Provider is not obligated under this Agreement to perform on-site installation of modifications and enhancements.

## **7. Warranty and Disclaimer**

Provider warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Provider's Work to Provider in writing within ninety (90) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-

performance of Provider's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

#### **8. Limitation of Liability, Indemnification**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Provider's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Provider harmless against any claims incurred by Provider arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Provider's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Provider during the six (6) month period prior to the date the claim arises.

#### **9. Relation of Parties**

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### **10. Employee Solicitation/Hiring**

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

#### **11. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

#### **12. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its

relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Utah. The arbitration will be held in Utah. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

**13. Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

**14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**15. Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

**16. No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

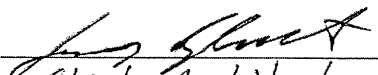
**17. Entire Agreement**

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: ACCELERANT GROUP,  
INCORPORATED

Client CITY OF BLACK DIAMOND

By:   
Title: Chief Architect  
Name: Jeremy Sylvester  
Date: 11/21/2014

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A; STATEMENT OF WORK

### TABLE OF CONTENTS

	Preamble
1.0	Project Background
2.0	Scope
3.0	Technical Support
4.0	Price and Payment
5.0	Invoices
6.0	Payment

### PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

#### 1.0 Project Background

This support and maintenance applies to the Tiburon Interface that is currently installed on the City of Black Diamond's Spillman server.

#### 2.0 Scope

Scope is limited to software maintenance and support of the Tiburon Interface.

#### 3.0 Technical Support



**3.1 Standard Support** – Standard Support hours are 8 a.m. to 5 p.m. Mountain Standard Time, Monday through Friday. Technical Support Phone number: 801.938.4800 email: support@accelerantgroup.com.

**3.2 After Hours Support** – After hours support is billed additionally at \$150.00/hour. After hours includes any time beyond the designated Standard Support hours, including standard US Holidays.

**4.0 Price and Payment**

Standard Support will be billed annually at a price of:

Interface	Annual Maintenance Amount
Tiburon Interface	\$1200

**5.0 Invoices**

An invoice will be sent to Client 30 days prior to the annual support contract renewal date. Notification of support increases will be included in the invoice if applicable.

**6.0 Payment**

Payment is due thirty days (30) days after the invoice Date. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-003</b>  <b>Resolution authorizing the Mayor to approve modifications to the Professional Services Agreement with BergerABAM for the 2015 Comprehensive Plan Update.</b>	<b>Agenda Date: January 8, 2015</b>	
	<b>AB 15-003</b>	
	Mayor Carol Benson	
	City Clerk – Brenda L. Martinez	
	Com Dev/NR – Aaron Nix	<b>X</b>
	Court Admin – Stephanie Metcalf	
	Ec Dev/MDRT – Andrew Williamson	
	Finance – Mayenne Miller	
Cost Impact (see also Fiscal Note): N/A	City Attorney – Carol Morris	Reviewed
Fund Source: N/A	Public Works – Seth Boettcher	
Timeline: January 1, 2016	Police – Chief Kiblinger	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair		
<b>Attachments: Resolution No. 15-1001, Modifications on the Professional Services Agreement w/Attached Scope of Work</b>		
<b>SUMMARY STATEMENT:</b>  Council previously authorized the approval of Resolution 14-991. Subsequent review by BergerABAM’s sub-consultant, DKS Associates, identified some modifications as shown within section VII Indemnification, of the attached documents.  Staff and the City Attorney have reviewed these modifications and recommend approval of these changes in order to proceed with the contract in its’ updated form.		
<b>FISCAL NOTE (Finance Department): N/A</b>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1001, authorizing modifications to the Professional Services Agreement, in substantially similar form, with BergerABAM for the 2015 Comprehensive Plan Update.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 20, 2014	Approved	5-0
January 8, 2015		

## **RESOLUTION NO. 15-1001**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO APPROVE MODIFICATIONS TO THE PROFESSIONAL SERVICES AGREEMENT WITH BERGERABAM AS OUTLINED WITHIN THE AGREEMENT EDITS SHOWN IN APPENDIX A**

**WHEREAS**, the City has identified the 2015 Comprehensive Plan Update project in the 2014 and 2015 budgets; and

**WHEREAS**, private firms were invited to submit Requests for Proposals for review and consideration; and

**WHEREAS**, a panel consisting of City staff reviewed the submittals, subsequently interviewed three firms and recommend BergerABAM to provide consulting services in order to help City Staff with this update; and

**WHEREAS**, the City Council had previously approved a modified scope of work (Resolution 14-991) for services to be provided to the City in support of its' Comprehensive Plan Update at their November 20, 2014 meeting; and

**WHEREAS**, BergerABAM's sub-consultant, DKS Associates, identified revisions needed to contract previously signed by the Mayor; and

**WHEREAS**, Staff and the City Attorney have reviewed these modifications and agree that these modifications are acceptable, as outlined within Appendix A of this Resolution;

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

**Section 1.** The Mayor is hereby authorized to approve modifications to the professional services agreement with BergerABAM, as shown within Appendix A of this Resolution. Any further changes to the professional services agreement reviewed by the City Council, along with its attachments and exhibits, will be further reviewed by the City Attorney prior to execution by the Mayor.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

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

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and BergerABAM, (hereinafter the "Consultant,") a Limited Liability Corporation organized under the laws of the State of Washington on located and doing business at 210 E. 13th Street, Suite 300, Vancouver, WA 98660-3231.

**RECITALS**

WHEREAS, the City of Black Diamond Staff is in need of help to complete the State mandated Comprehensive Plan Update by June 30, 2015, but realizes that based on the requirements established within RCW 36.70A.070 and the City's submitted Department of Commerce's Update Checklist on March 28, 2014, updating the City's current Comprehensive to meet these standards will be extremely difficult, as outlined with the Scope of work within Appendix A; and

WHEREAS, the Consultant has agreed to help the City meet this mandate by updating elements described within the Department of Commerce's Comprehensive Plan Checklist, completed by the Consultant and City Staff and as described herein; BergerABAM and the City have developed a preliminary schedule of 14 months to complete the Comprehensive Plan Update and this is included within Appendix B;

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

**TERMS**

**I. Description of Work.**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Forty-Nine Dollars (\$149,970.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A shall be completed by March 1<sup>st</sup>, 2016; provided however, that additional time shall be granted by the City if necessary for completion of City or consultant portions of the work and for excusable days or extra work.

### **V. Termination**

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

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

## **VI. Discrimination**

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

## **VII. Indemnification**

The Consultant and its subconsultants shall, 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, in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

## **VIII. Insurance**



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

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

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 30-days in advance of any cancellation in the Consultant's coverage, except 10 days for premium non-payment

## **IX. Exchange of Information**



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

#### **X. Ownership and Use of Records and Documents**

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

#### **XI. City's Right of Inspection**

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

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

#### **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be

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

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

#### **CONSULTANT:**

Attn: Helen Devery  
BergerABAM  
210 E. 13th, Suite 300

#### **CITY:**

Attn: Aaron C. Nix, MPA  
City of Black Diamond  
P.O. Box 599

Vancouver, WA 98660-3231

24301 Roberts Drive  
Black Diamond, WA 98010

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

### **XVII. Assignment**

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

### **XVIII. Modification and Severability**

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

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

### **XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20<sup>th</sup> day of November, 2014.

**CONSULTANT**

**CITY OF BLACK DIAMOND**

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

Its Managing Member

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

Carol Benson~~Dave Gordon~~, Mayor

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

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney's Office

ATTEST:

\_\_\_\_\_

City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

# **BergerABAM Scope of Work**

## **Black Diamond Comprehensive Plan Update**

### **2014/2015**

#### **PROJECT UNDERSTANDING**

The City of Black Diamond (City) is required to update its comprehensive plan and deliver it to the Washington State Department of Commerce (DOC) by 30 June 2015. The City has discussed the issues associated with the delay in moving the City's Comprehensive Plan Update forward, including employee turnover, financial limitations and other issues. The DOC has acknowledged these issues and has agreed to help the City of Black Diamond work under this short time frame in order to complete this work and will work with the City as much as possible in order to complete this work in an appropriate time frame as agreed to. It is the intent of the City to meet the June 30, 2015 as closely as possible, realizing that this deadline may not be met due to the quantity of the work load and additional reductions in Staffing expected within the currently proposed 2015/16 future budgets. BergerABAM will work closely with the City to complete the comprehensive plan update, but cannot provide a date certain timeline for the update. The City will be completing documents for the comprehensive plan update which will influence the overall timeline and the City will be responsible for scheduling and facilitating the planning commission and city council work sessions and hearings, and these timelines have not been established.

The Phase 1 scope for work previously authorized by the City and BergerABAM completed preparation of the DOC Checklist, prepared a project schedule, attended the first open house in April 2014 and prepared the open house comment summary. BergerABAM is scoped to complete one additional open house that is anticipated to happen concurrently with the release of the draft comprehensive plan text for public comment. No additional open houses are included as part of BergerABAM's scope of work.

This scope of services includes additional consultant time at the request of City staff, including a vision check-in with the City, additional planning commission work sessions and hearings, and preparing compliance responses for the Puget Sound Regional Council (PSRC) Checklist. Additionally, based on the DOC Checklist completed by BergerABAM and the City, the comprehensive plan update will be a more significant effort than was identified in the City's initial request for proposal.

BergerABAM will work closely with staff during the development of the comprehensive plan and will incorporate public comments from the first and second open houses, and comments from Planning Commission and City Council work sessions and hearings into the draft and final comprehensive plan and development regulations.

## **OVERALL PROJECT ASSUMPTIONS**

The following assumptions include identification of the roles of the consultant and City staff, documentation that the City will provide to the consultant and items that are not part of this scope of work.

The City Council will support the current 2009 Comprehensive Plan vision, including past land use approvals.

Additional visioning is not included as part of the comprehensive plan update.

The City will provide summary of all reasonably funded improvements for transportation, capital facilities, and utilities.

The City will provide a summary of anticipated population projections.

Given that prior approved development in the City will accommodate 20-year forecasted residential population and employment, an urban growth boundary expansion is not anticipated.

The City will complete the Governmental Facilities Plan (including school capital facilities) for forecasting government building needs within Quarter #2 of 2015.

Comprehensive plan and development regulation changes will be processed together. Single Public Hearings will be held by both the Planning Commission and City Council on this integrated document.

The City will provide all comprehensive plan, capital facilities plans, development regulations, approved master plan information, and other City Council adopted plans in MS Word format.

The City will act as the SEPA lead agency, will complete the required SEPA documentation and will issue the SEPA Determination.

A supplemental SEPA environmental impact statement (EIS) is not expected to be required. If one is, the City will be responsible for conducting the elements associated with completing this. This is not included within this scope of work.

Special studies for greenhouse gases or environmental health issues will not be required.

Natural resource field studies will not be required and documentation of environmental conditions for the Natural Environment chapter will be based on existing County, state, and federal data sources.

The City will be responsible for revisions to the Sensitive Aquifer Recharge and Geologic Hazard/Mine Hazard Ordinances.

The City will be responsible for the updates to Forest Practices Regulations (If needed), Floodplain Regulations, Project Review Procedures, and all development regulation updates with the exception of wetlands and sensitive habitats.

The City will be responsible for all Shoreline Master Program preparation work and preparing Shoreline Comprehensive Plan text.

Changes to the City capital facilities plans will not be required as the Master Planned Developer is required to do this under the Development Agreements for both the Villages and Lawson Hills approvals. This work is slated to be completed by the 2<sup>nd</sup> quarter of 2015 and will be integrated into this update as requested by the current Black Diamond Administrative and Legislative bodies.

A detailed system and programmatic analysis of capital facilities and utility services will not be conducted and the to-be-adopted General Government Facilities (Quarter #2 of 2015, estimated completion date) Plan can be used to inform the update.

The City will be responsible for preparing the Concurrency and Traffic Impact Fee ordinances. The City Attorney has drafted these and Staff is working to get it onto the Planning Commissions and City's Councils work program in the upcoming months.

Up to eight meetings will be held with City staff; two meetings will be held in Black Diamond, and six meetings will occur via teleconference to coordinate on updates, deliverables, and schedule. BergerABAM will prepare and distribute meeting and teleconference summary documentation.

BergerABAM will update the comprehensive plan and development regulations (up to six times) in strikethrough and underline format to clearly identify the proposed comprehensive plan and development regulation changes.

One round of City staff review for the initial update of the comprehensive plan and development regulations with comments/edits shown in track changes provided to BergerABAM in one consolidated document.

The City will prepare and submit the grant reports to the DOC.

The City to provide one round of comment for DOC and PSRC checklist responses.

The City will prepare all geographic information system (GIS) maps associated with the comprehensive plan update.

The City will prepare and upload website updates of open house, Planning Commission, and City Council meetings.

City staff will prepare staff reports and exhibits for the Planning Commission and City Council work sessions and hearings, and the City will lead the presentations. BergerABAM will peer review up to four staff reports.

BergerABAM will not attend Planning Commission or City Council work sessions or hearings, with the exception of the work session in Task 1.

City staff will provide BergerABAM with summaries of minutes from the Planning Commission and City Council work sessions and hearings.

The City will distribute materials to the Planning Commission and City Council.

The City will prepare the final adoption ordinances for the update process using deliverables from BergerABAM.

BergerABAM will deliver one electronic and one hard copy of the draft and final comprehensive plan and development regulations to the City.

The City will be responsible for the reproduction of the comprehensive plan and development regulations.

## **SCOPE OF WORK**

### **Task 1: Comprehensive Plan Vision Check-In/City Council Work Session on Vision Assumptions**

Based on discussions with City staff, BergerABAM understands that the comprehensive plan update will be a continuation of the 2009 comprehensive plan vision that includes past land use approvals. It will be essential to confirm the City's vision moving forward with this



comprehensive plan work. BergerABAM will provide the City Council with a summary of public comments from the April 2014 open house and ask for City Council confirmation on continuing with the vision of the 2009 comprehensive plan, including past land use approvals.

BergerABAM will prepare a summary report documenting the vision of the 2009 comprehensive plan and baseline existing conditions, including a summary of past land use approvals and associated population, transportation, capital facilities, and utilities. The report will include a summary of the level of service methodology to be evaluated in the comprehensive plan update, including the transportation, capital facilities, and utilities level of service. BergerABAM will meet with the City Council in a work session to confirm the comprehensive plan vision moving forward and level of service methodology.

### ***Deliverables***

Summary report documenting the 2009 vision, existing baseline conditions, past land use approvals, and level of service methodology for the comprehensive plan update  
Preparation and attendance by one BergerABAM planner, one engineer, and one DKS transportation engineer at one City Council work session

## **Task 2: Comprehensive Plan and Development Regulations Update**

The City will provide electronic MS Word format versions of the existing comprehensive plan and development regulations. Using the completed DOC Checklist, that has been submitted to the DOC, and information obtained from the community during the open houses (which are included in BergerABAM's current contract), the BergerABAM team will work collaboratively with City to update the comprehensive plan and development regulations. BergerABAM will provide the City with draft comprehensive plan and development regulations, and the City staff will be responsible for providing consolidated comments in one document in MS Word format in strikethrough and underline format. BergerABAM will revise the draft documents based on City comments. Comprehensive plan and development regulations will be updated a total of six times following staff (initial review of Draft generated by BergerABAM), Planning Commission (Public hearing and work study as directed by City staff), and City Council (Public Hearing and two work studies as directed by City staff) review. All documents will be clearly identified with a version number for document tracking purposes. The City will prepare all GIS maps for the comprehensive plan update. BergerABAM will update the comprehensive plan and development regulations, prepare the DOC and PSRC checklist responses for the chapters, and provide these documents in editable form. Both the DOC and PSRC checklist responses will address how the comprehensive plan and development regulations are compliant with the Growth Management Act.

The public will have the opportunity to review the draft comprehensive plan and development regulations during work sessions and hearings. The review and revision process is as follows:

BergerABAM will provide a first draft of the updated comprehensive plan and development regulations to City staff, including development of the following chapters: Goals, Vision and

Framework Policies, Population and Employment Character, Natural Environment Chapter, Comprehensive Plan Shoreline Policies, Land Use and Housing Chapter, Transportation Chapter, Capital Facilities and Utilities Chapter, Title 19 Sensitive Areas Ordinance, Capital Facilities, and Utilities and Transportation Chapter.

City staff will present the second draft plan and development regulations prepared by BergerABAM to the Planning Commission at up to two work sessions, and BergerABAM will prepare one set of revisions based on Planning Commission comments.

City staff will present the third revised draft plan and development regulations prepared by BergerABAM to City Council in one work session, and BergerABAM will prepare one set of revisions based on City Council comments.

City staff will present the fourth revised draft plan and development regulations prepared by BergerABAM to the Planning Commission at up to two hearings, and BergerABAM will prepare one set of revisions based on Planning Commission comments.

City staff will present the fifth revised plan and development regulations prepared by BergerABAM to City Council in one hearing, and BergerABAM will prepare one set of revisions based on City Council comments. BergerABAM will provide a package for City submittal to the DOC and PRSC for review and comment.

BergerABAM will prepare the sixth and final revision of the comprehensive plan and development regulations based on DOC and PSRC comments, and City staff will present this to the City Council for final adoption.

City staff will prepare the staff reports for two Planning Commission and two City Council hearings, and BergerABAM will peer review the staff reports for the City.

### **Comprehensive Plan Chapters and Development Regulations**

BergerABAM will prepare the following comprehensive plan and development regulation updates:

Goals and Vision and Framework Policies chapters (using information from Task 1 and including the Community Vision for 2035 and documentation of consistency with King Countywide Planning Policies).

Population and Employment Character chapter (using 20-year population projections from King County and including City-approved development to identify forecasted residential units and employment).

Natural Environment chapter (including an update of critical area information in the 2009 comprehensive plan).

Land Use chapter (using the population data provided by the City and DOC, BergerABAM will work with City staff to determine population and building intensities for the 20-year comprehensive plan horizon, including undeveloped properties and prior-approved development. City staff will develop the comprehensive plan map consistent with City and King County population projections and the DOC population allocation. Given that prior-approved development in the City will accommodate 20-year forecasted residential population and employment, an urban growth boundary expansion is not anticipated.

Housing chapter (including an evaluation of existing and projected housing needs and verification that forecasted housing needs can be met over the next 20-years).

BergerABAM will make minor edits to update the Title 19 Sensitive Areas Ordinance by confirming that reference is made to the use of best available science for wetlands and habitat in the 2009 ordinance. BergerABAM will also include edits to add the federal wetland delineation methods and the Washington State Department of Ecology's proposed new wetland rating system to be adopted in 2014.

The City will be responsible for the updates to Forest Practices Regulations (if needed), Floodplain Regulations and Project Review Procedures, and the Sensitive Aquifer Recharge and Geologic Hazard/Mine Hazard Ordinances, Shoreline Comprehensive Plan Policies and for preparing the Governmental Facilities Plan for forecasting government building needs, including school capital facilities.

### ***Deliverables***

Draft comprehensive plan and development regulation for the following chapters: Goals, Vision and Framework Policies, Population and Employment Character, Natural Environment, Land Use and Housing, Transportation, Capital Facilities and Utilities, and the Title 19 Sensitive Areas Ordinance (minor revisions)

Final comprehensive plan and development regulation revisions distributed to City

Up to six rounds of revision to the comprehensive plan and development regulations

Peer review up to four staff reports prepared by City staff

One electronic and one hard copy of draft and final comprehensive plan and development regulations

### **Capital Facilities and Utilities Chapter**

BergerABAM will update the inventory of existing City capital facilities, update forecasted capital facilities, document the proposed location and capacity of proposed facilities, and update the six-year source of public money to finance capital facilities using existing data from City staff. A detailed system and programmatic analysis will not be necessary to complete this work, and the to-be-adopted General Government Facilities Mitigation Fee Plan (estimated completion in quarter #2 of 2015) can be used to inform this work. The update will rely upon the following background materials:

Transportation Improvement Plan – Adopted by the City Council in July 2013

General Sewer Plan – Adopted by the City Council in December 2012

Water System Comprehensive Plan – Adopted by the City Council in December 2009 (to be updated in 2015 as indicated by the City's Public Works Director)

Storm and Surface Water Comprehensive Plan – Adopted by the City Council in July 2010

Trails Plan – Adopted by the City Council in December 2011

Parks, Recreation, and Open Space – Adopted by the City Council in December 2008 (to be updated in 2015)

Fire Impact Fee

General Government Facilities Mitigation Fee Plan – to be readopted by City Council in 2014  
BergerABAM will work with City staff to evaluate the implementation and finance schedules for capital projects and facilities. BergerABAM will update the Capital Facilities and Utilities chapter of the comprehensive plan, including utilities, parks and recreation, and public services specifically as follows:

Update implementation schedules based on information from existing capital facility plans to align with the current status of proposed projects and improve schedule implementation, where necessary, based upon changes since the adoption of the 2009 Comprehensive Plan.  
Evaluate potential opportunities to coordinate chapters of capital facility investment to reduce individual project costs and increase added value.

Update financing and project estimates to account for inflation, using data provided by authorized City staff.

#### ***Deliverables***

Draft comprehensive plan Capital Facilities and Utilities chapter

Up to six rounds of revision to the comprehensive plan Capital Facilities and Utilities chapter

Final comprehensive plan Capital Facilities and Utilities chapter

One electronic and one hard copy of draft and final Capital Facilities and Utilities chapter

#### **Transportation Chapter**

The update of the Transportation chapter will rely on City available transportation planning documents and models and will include documentation of the 20-year forecasted traffic and level of service, required pedestrian and bicycle component (multimodal transportation), and future funding capability and a multiyear financing plan.

The BergerABAM team will review the following background materials and assemble the relevant transportation information:

2009 Black Diamond Comprehensive Plan Transportation Element

City of Black Diamond Transportation Improvement Plan – Adopted by City Council in July 2013

The BergerABAM team will highlight areas where the existing Transportation Element of the comprehensive plan has deficiencies that need to be addressed in the Transportation chapter update. Specifically, the BergerABAM team will review the current street network plan and make recommendations for any new roadway facilities for the 2035 planning horizon. The available traffic data, analysis, findings, and input from City staff and the project team will be used to:

Forecast traffic volumes for the year 2035.

Identify specific roadway needs and projects for the City's Capital Facilities and Utilities chapter.

Make recommendations for pedestrian and bicycle (multimodal transportation) needs and projects.

- Identify project funding sources and update the financing forecast for transportation planning for purposes of the Capital Facilities and Utilities chapter update.
- Prepare responses to the PSRC and DOC checklist related to transportation.
- Provide input on confirming the community comprehensive plan vision and establish traffic study methodology based on vision and state and regional requirements.
- Assemble intersection evening peak period turn movement counts at the study intersections using available count data from the current Transportation Element and recent master plans. (Add-on Expense – Counts could be collected for approximately \$200 per intersection per peak period, as an additional scope of work.)
- Conduct inventory of current transportation system. (Update text and figures to reflect current system.)
- Provide a future travel demand modeling Methods and Assumptions memo to PSRC to gain acceptance prior to forecasting task, coordinate with PSRC staff.
- Update the City's travel demand models (2014 base year and 2035 future year models) using current PSRC land use data and a review of PSRC 2035 model projections at the study area external nodes.
- Forecast 2035 baseline traffic volumes that include funded improvements.
- Update the City's traffic operations models (2014 base year and 2035 future year models) based on a review of current and planned study intersection characteristics.
- Determine state and local system needs and deficiencies to meet future demand.
- Provide transportation system management and demand management programs and strategies
- Identify specific projects to bring local transportation facilities and services to established level of service standards. Future 2035 baseline analysis is a requirement for the update. (Contingent Task – Additional scenarios [beyond 2035 baseline conditions] to test improvements, such as roadway connections, would require separate traffic volume forecasting and analysis – approximately \$3,000 to \$5,000 per future scenario, depending on complexity. This could be added as an additional scope of work.
- Determine pedestrian and bicycle needs and projects. The current plan section would be expanded to identify specific pedestrian, bicycle, and trail projects and programs with City input on needs
- Identify project finance plan and update the six-year transportation plan
  - This is a requirement for the update
  - City staff will provide the funding assessment with consultant input on project priorities/phasing
  - Planning level cost estimates will be provided by consultant
- Provide PSRC checklist for transportation sections
  - Transportation – VISION 2040 and Transportation 2040
  - Transportation – Growth Management Act Requirements
  - Transportation Provisions

#### *Deliverables*

- Draft comprehensive plan Transportation chapter
- Up to six rounds of revision to the comprehensive plan Transportation chapter

- Final comprehensive plan Transportation chapter
- One electronic and one hard copy of draft and final Transportation chapter

### **Project Meetings**

BergerABAM will attend up to two meetings with staff held in Black Diamond and up six meetings via teleconference. Additionally, ongoing phone calls and e-mail communication will occur throughout the project. BergerABAM will prepare and distribute meeting and conference call summaries, consisting of major topics discussed and action items.

### ***Deliverables***

Preparation for and attendance by two BergerABAM staff and two DKS Transportation staff for two 2-hour in-person meetings and six 1-hour teleconference meetings with City staff

### **Department of Commerce and Puget Sound Regional Council Approval Process and SEPA Addendum**

The City will provide the 60-day notice of intent to adopt the comprehensive plan and development regulations to the DOC and PSRC. A City Council public hearing will be scheduled following incorporation of DOC and PSRC input. The City will manage all coordination with the DOC and PSRC and submit materials to them. BergerABAM will finalize the DOC and PSRC periodic update checklist responses and will provide them to the City for submittal.

BergerABAM will complete the required DOC and PSRC plan update documentation with one round of City review and comment.

It is expected that the SEPA documentation provided with this effort will be a non-project SEPA addendum. An addendum was completed to the prior SEPA documentation prepared by the City for the 2009 comprehensive plan update. For the required 2015 update, City staff is anticipating an addendum and will prepare the SEPA addendum during the preparation of the final comprehensive plan and development regulations update. The City staff will be the lead agency, prepare the SEPA documentation, and issue the SEPA determination. The comprehensive plan update is not anticipated to result in the need for an EIS.

### ***Deliverables***

Draft DOC checklist responses to City staff

Final DOC checklist responses to City staff

Draft and final PSRC checklist

### **FEE AND HOURS**

The following professional fees, including expenses, will be billed as incurred and will not exceed \$149,970 without written authorization.

<b>Task</b>		<b>Hours</b>	<b>Cost Estimate</b>
Comprehensive Plan Vision Check-In/City Council	BergerABAM	98	\$11,062
Work Session on Vision Assumptions	DKS	13	1,849
Comprehensive Plan and Development Regulations Update	BergerABAM	797	93,595
	DKS	303	42,939
Expenses			\$525
<b>Total</b>			<b>\$149,970</b>

**CLOSING**

If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360/823-6100.

**ACCEPTED BY****CITY OF BLACK DIAMOND**

---

Signature

Dave Gordon, Mayor

(Printed)

---

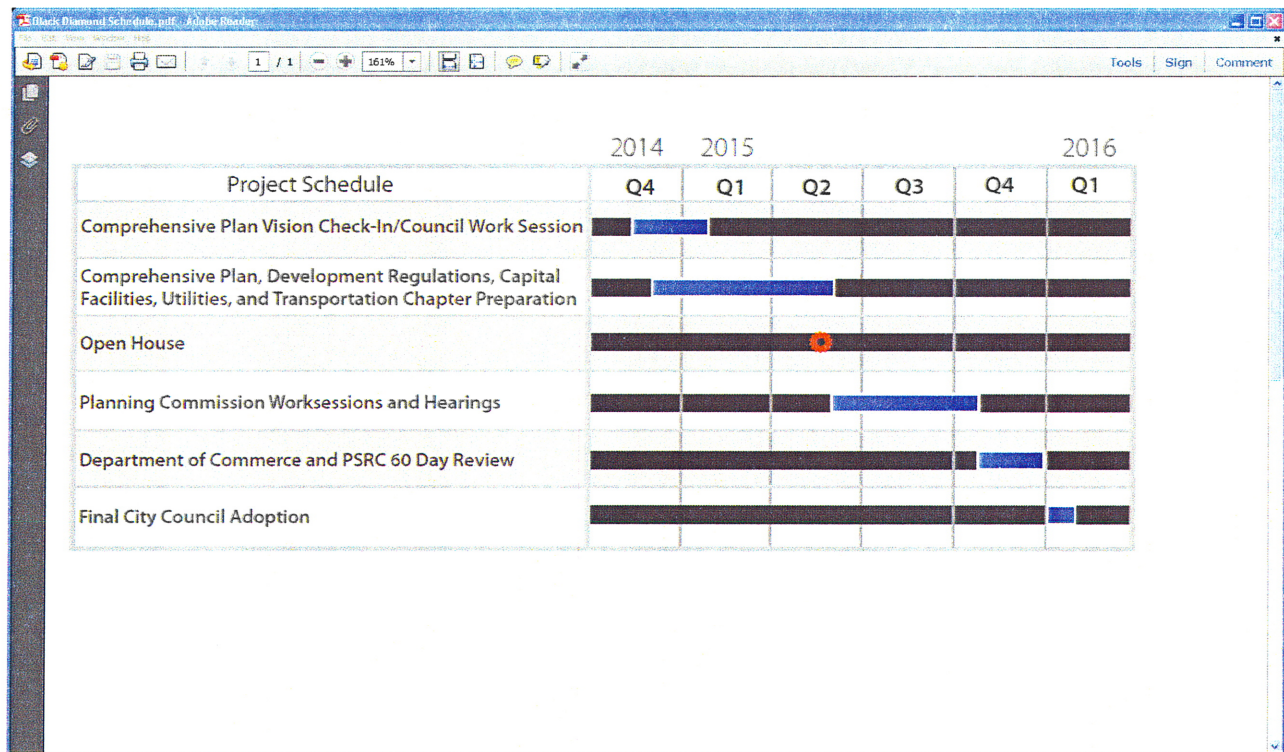
Date

**EXHIBIT B**  
**PROJECT TIMELINE**



# Comprehensive Plan Update Project Schedule

November 2014 Start Date



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-004</b> <b>Resolution authorizing the Mayor to execute a contract with Seattle/King County Department of Health for grant money from the Local Hazardous Waste Management Program for the City's annual recycling event</b>	<b>Agenda Date: January 8, 2015</b> <span style="float: right;"><b>AB15-004</b></span>	
Cost Impact (see also Fiscal Note): \$5,990.41 revenue  Fund Source: Seattle/King County Department of Health-General Fund  Timeline: 2015	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	<b>X</b>
	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 15-1002; Grant Agreement</b>		
<b>SUMMARY STATEMENT:</b> This grant agreement is for the City's annual recycling event. Money from this grant can be used for collecting and recycling: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances, and other materials if deemed to be cost effective.  <b>FISCAL NOTE (Finance Department):</b> The General Fund 2015 Recycling Event costs of \$15,990.41 are covered by two Grants, one from Seattle King County Department of Health for \$5,990.41 and the second one from King County Solid Waste for \$10,000.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee recommends approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1002, authorizing the Mayor to execute a contract with Seattle/King County Department of Health for grant money from the Local Hazardous Waste Management Program for the City's annual recycling event.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2015		

RESOLUTION NO. 15-1002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH SEATTLE/KING COUNTY DEPARTMENT OF  
HEALTH FOR GRANT MONEY FROM THE LOCAL  
HAZARDOUS WASTE MANAGEMENT PROGRAM FOR  
THE CITY'S ANNUAL RECYCLING EVENT

**WHEREAS**, the City has identified the need for recycling services associated with its 2015 spring recycling event; and

**WHEREAS**, the Seattle/King County Department of Health has offered a grant to support the City's recycling event; and

**WHEREAS**, City residents will be able to use this event to dispose of many recyclable materials;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with Seattle/King County Department of Health for grant money from the Local Hazardous Waste Management Program for the City's annual recycling event.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

<b>Public Health</b> Seattle & King County	<b>COMMUNITY SERVICES AGREEMENT</b>	<b>PHSKC Agreement # EHS3669</b>																				
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).																						
<b>RECIPIENT NAME</b>  <b>CITY OF BLACK DIAMOND</b>		<b>RECIPIENT FEDERAL TAX ID #</b>  <b>91-6016204</b>																				
<b>RECIPIENT ADDRESS</b>  p. o. Box 599 Black Diamond, WA 98010		<b>RECIPIENT CONTACT &amp; EMAIL ADDRESS</b>  Sean Boettcher sboettcher@ci.blackdiamond.wa.us																				
<b>PHSKC DIVISION</b> Environmental Health		<b>PROJECT TITLE</b> Local Hazardous Waste Management Program																				
<b>AGREEMENT START DATE</b> <b>1/1/2015</b>	<b>AGREEMENT END DATE</b> <b>12/31/2015</b>	<b>AGREEMENT MAXIMUM AMOUNT</b> <b>\$5,990.94</b>																				
<b>FUNDING DETAILS</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Funding Source</th> <th style="text-align: left; border-bottom: 1px solid black;">PHSKC Contract #</th> <th style="text-align: left; border-bottom: 1px solid black;">Amount</th> <th style="text-align: left; border-bottom: 1px solid black;">Effective Dates</th> </tr> </thead> <tbody> <tr> <td>County – Local Hazardous Waste Management Funding</td> <td></td> <td style="text-align: right;">\$5,990.94</td> <td style="text-align: right;">1/1/2015 – 12/31/2015</td> </tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> </tbody> </table>			Funding Source	PHSKC Contract #	Amount	Effective Dates	County – Local Hazardous Waste Management Funding		\$5,990.94	1/1/2015 – 12/31/2015												
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FEDERAL: \$0	COUNTY: \$5,990.94	STATE: \$0	OTHER: \$0																			
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																						
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b>  <b>Exhibit A</b> – Scope of Work; <b>Exhibit B</b> – Budget; <b>Exhibit C</b> – Invoice; <b>Exhibit D</b> – Certificate of Insurance																						
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website ( <a href="http://www.kingcounty.gov/health/Agreements">http://www.kingcounty.gov/health/Agreements</a> ), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.																						
<b>RECIPIENT SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b>																				
<b>PHSKC SIGNATURE</b>		<b>PRINTED NAME AND TITLE</b>  Ngozi Oleru, Environmental Health Division Director																				
<b>DATE SIGNED</b>		<b>DATE SIGNED</b>																				

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY  
 (This form is available in alternate formats for people with disabilities upon request.)

## KING COUNTY TERMS AND CONDITIONS

### 1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

### 2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

### **3. Internal Control and Accounting System**

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

### **4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

**5. Maintenance of Records/Evaluations and Inspections**

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain 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 Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

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

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

**7. Audits**

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

**8. Corrective Action**

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;  
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

**9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

**10. Hold Harmless and Indemnification**

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such



compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

#### **11. Insurance Requirements**

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

#### **12. Assignment/Sub-agreements**

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

### **13. Nondiscrimination and Equal Employment Opportunity**

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

### **14. Conflict of Interest**

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its 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 Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this

Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

**15. Equipment Purchase, Maintenance, and Ownership**

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

**16. Proprietary Rights**

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

**20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

**21. Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

**22. Notices**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. Electronic Processing and Signatures**

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

**EXHIBIT A  
SCOPE OF WORK**

**CITY OF BLACK DIAMOND  
1/1/2015-12/31/2015**

**Background**

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division, and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

**Scope of Work**

The City of Black Diamond will organize a citywide household hazardous waste collection and recycling event. At the event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

**Responsibilities of the Parties**

**The City**

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
  - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
  - b) A brief description of the activity accomplished and funds expended in accordance with the scope of work.
  - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor

names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15<sup>th</sup> regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Seth Boettcher at the City of Black Diamond, PO Box 599, Black Diamond, at (360) 886-5711, (SBoettcher@ci.blackdiamond.wa.us), or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

#### **Seattle-King County Department of Public Health**

1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

### **Program Contacts**

Lynda Ransley  
LHWMP Program Director  
150 Nickerson Street, Suite 204  
Seattle, WA 98109  
206-352-8163  
[lynda.ransley@kingcounty.gov](mailto:lynda.ransley@kingcounty.gov)

Paul Shallow  
LHWMP Contract Administrator  
401 Fifth Avenue, Suite 1100  
Seattle, WA 98104  
206-263-8487  
[paul.shallow@kingcounty.gov](mailto:paul.shallow@kingcounty.gov)

**EXHIBIT B**

**2015 BUDGET**

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010

<b>Component Description</b>	<b>Budget</b>
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$5,990.94
<b>TOTAL</b>	<b>\$5,990.94</b>



# INVOICE

Contract Number: EHS3669

Exhibit: C

**Remit to: City of Black Diamond**

PO Box 599

Black Diamond WA 98010

Seth Boettcher

360-886-5711

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

*Submit signed invoice to:*

Paul Shallow

Public Health - Seattle & King County

Local Hazardous Waste Management Program

401 Fifth Ave., Suite 1100

Seattle, WA 98104

206-263-8487

[paul.shallow@kingcounty.gov](mailto:paul.shallow@kingcounty.gov)

## King County Accounts Payable Information

Purchase Order #

Supplier Name **City of Black Diamond**

Supplier # **1423**

Supplier Pay Site **BLACK DIAMOND**

Invoice Date

Invoice #

Amount to be Paid

Note to AP

Print on Remittance

**Paul Shallow 206-263-**

**LHW Program name & phone 8487**

Invoice for services rendered under this contract for the period of: \_\_\_\_\_

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	<b>5,990.94</b>			<b>\$5,990.94</b>
<b>TOTAL</b>	<b>5,990.94</b>			<b>\$5,990.94</b>

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed

Date

Contract Administrator Approval

Date

Print Name

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-005</b> <b>Resolution authorizing the Mayor to execute a contract with the King County Solid Waste Division for grant money for recycling services for the City's annual recycling event for 2015 &amp; 2016</b>	<b>Agenda Date: January 8, 2015</b> <span style="float: right;"><b>AB15-005</b></span>	
Cost Impact (see also Fiscal Note): \$20,000 revenue (\$10,000 each year) Fund Source: King County Solid Waste Div. Timeline: 2015-2016	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	<b>X</b>
	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 15-1003; Grant Agreement</b>		
<b>SUMMARY STATEMENT:</b> This grant agreement is for the City's annual recycling event. Money from this grant can be used for collecting and recycling a wide variety of materials as well as chipping limbs and branches that could be reused or recycled at a compost facility. This resolution covers both 2015 and 2016.		
<b>FISCAL NOTE (Finance Department):</b> The General Fund 2015 Recycling costs of \$15,990.41 will be covered by two Grants, one from Seattle King County Department of Health for \$5,990.41 and the second one from King County Solid Waste for \$10,000. This resolution covers the Solid Waste Grant for both 2015 and 2016.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee recommends approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1003, authorizing the Mayor to execute a contract with the King County Solid Waste Division for grant money for recycling services for the City's annual recycling events for 2015 &amp; 2016.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2015		

**RESOLUTION NO. 15-1003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH THE KING COUNTY SOLID WASTE DIVISION FOR  
GRANT MONEY FOR RECYCLING SERVICES FOR THE  
CITY'S ANNUAL RECYCLING EVENT**

**WHEREAS**, the City has identified the need for recycling services associated with its 2015 and 2016 spring recycling events; and

**WHEREAS**, the King County Solid Waste Division has offered a grant to support the City's recycling event in 2015 and 2016; and

**WHEREAS**, City residents will be able to use this event to dispose of many recyclable materials;

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

**Section 1.** The Mayor is hereby authorized to execute a contract with the King County Solid Waste Division for grant money for recycling services for the City's annual recycling event.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY, 2015.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

**INTERAGENCY AGREEMENT FOR 2015 and 2016**

**Between**

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

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

**PREAMBLE**

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

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

**I. PURPOSE**

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

## II. RESPONSIBILITIES OF THE PARTIES

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

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2015 and 2016 shall not exceed \$20,000.
2. This Agreement provides for distribution of 2015 and 2016 grant funds to the City. However, grant funds are not available until January 1, 2015.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2017.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2016 and March 31, 2017.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2016 and January 2017, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2017.

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

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2019.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Seth Boettcher, City of Black Diamond Public Works Director, or designee.

B. The County:

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

2. The City of Black Diamond's budgeted grant funds for 2015-2016 are \$20,000.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond" and/or "text provided courtesy of the City of Black Diamond."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager, King County Solid Waste Division, or designee.

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2015 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2015 and shall terminate on June 30, 2017. The City shall not incur any new charges after December 31, 2016. However, if execution by either Party does not occur until after January 1, 2015, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2015 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.



#### **IV. TERMINATION**

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

#### **V. AMENDMENTS**

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

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

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

## **VII. INSURANCE**

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

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

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

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

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

## **X. SEVERABILITY**

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

## XI. NOTICE

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

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

If to the City:

Seth Boettcher, Public Works Director, or a provided designee  
City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010

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

City

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

\_\_\_\_\_  
Date

King County

BY \_\_\_\_\_

Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

Exhibit A  
King County Waste Reduction and Recycling Grant Program  
City of Black Diamond  
2015/16 Scope of Work

**A. Basic Information**

1. City of Black Diamond
2. Grant Project Manager: Seth Boettcher  
Public Works Director  
City of Black Diamond  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010  
TEL – 360-886-5711  
FAX - 360- 886-2592  
Email – SBoettcher@ci.blackdiamond.wa.us
3. Consultant name: Paul Devine  
Olympic Environmental Resources  
4715 SW Walker Street  
Seattle, WA 98116  
TEL - (206) 938-8262  
FAX - (206) 938-9873  
Email – pauldevine@msn.com
4. 2015/16 Budget: \$20,000.00

**B. Scope of Work**

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

A) Schedule - Spring, 2015/16

B) Task Activities

- Total Number of Recycling Collection Events – Two
- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers+
  - Ferrous Metals
  - Non-ferrous Metals
  - Tires+
  - Lead Acid Batteries
  - Household Batteries
  - Porcelain Toilets and Sinks+

- Propane Tanks+
- Mattresses+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- +User fees may apply

Other materials when possible.

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

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2015/16 volumes and vehicles with prior year's events

D) Task Budget: \$16,000.00

Estimated Costs	2015/16	2015	2015	2015	2016	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$800.00	\$600.00	\$0.00	\$400.00	\$400.00	\$1,400.00
Management/Staffing/Admin/Graphics	\$5,995.00	\$2,998.00	\$1,205.00	\$2,997.50	\$2,997.50	\$10,198.00
Event Staff Costs	\$2,805.00	\$0.00	\$1,045.00	\$1,402.50	\$1,402.50	\$3,850.00
Collection/Hauling Costs						\$0.00
Wood Waste	\$400.00	\$0.00	\$400.00	\$200.00	\$200.00	\$800.00
Scrap Metal, Appliances, etc.	\$1,800.00	\$0.00	\$1,162.50	\$900.00	\$900.00	\$2,962.50
Tires	\$1,400.00	\$0.00	\$0.00	\$700.00	\$700.00	\$1,400.00
Used Oil/Antifreeze	\$0.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00
Batteries	\$0.00	\$425.00	\$0.00	\$0.00	\$0.00	\$425.00
Printing/Mailing	\$600.00	\$250.00	\$0.00	\$300.00	\$300.00	\$850.00
Event Supplies	\$600.00	\$150.00	\$0.00	\$300.00	\$300.00	\$750.00
Other Expenses - rentals, etc	\$1,600.00	\$267.94	\$400.00	\$800.00	\$800.00	\$2,267.94
TOTALS	\$16,000.00	\$5,990.94	\$4,212.50	\$8,000.00	\$8,000.00	\$26,203.44

NOTE: Hourly rates for City staff are \$75.43 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,675 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 25-30 tons of material from the local waste stream per year.

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

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of approximately 4,200. The City expects, based on past events, that 200-300 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 25-30 tons of material diverted from the local waste stream for recycling per year.

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

## 2. Task Two: Chipper Event

### A) Schedule - Spring, 2015/16

In the spring and fall of each year heavy winds in the Black Diamond area result in tree limbs and branches falling from trees and cluttering up City streets and right-of-ways. The City would like to chip this material for reuse on City property, give to residents, or recycle at a compost facility. The

City intends to hold a chipping event to remove chip able material and recycle it back into the Black Diamond community. The service will be held in conjunction with the City Recycling Collection Event.

B) Task Activities

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

C) Task evaluation. Event reports will include:

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

D) Task Budget: \$4,000.00

ESTIMATED COSTS	2015	2016	2015/16 Total
Program Management/Coordination/Reporting	\$400.00	\$400.00	\$800.00
Contractor Services	\$1,000.00	\$1,000.00	\$2,000.00
Event Staff	\$440.00	\$440.00	\$880.00
Fees and Supplies	\$160.00	\$160.00	\$320.00
Total	\$2,000.00	\$2,000.00	\$4,000.00

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

E) Task Impact Objectives:

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

- The estimated amount of yard debris diverted for reuse and recycling.

2015-2016 Grant Guidelines**Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).

**Eligible for funding:**

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

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

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



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

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

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

**Grant Administration:**

*Requests for Reimbursement:*

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 15, 2016 and March 15, 2017. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

**By the 5<sup>th</sup> working day of January 2016 and January 2017, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.**

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2017. (Note: The final request for reimbursement would still need to be submitted by March 15, 2017.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

*Amendments:*

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

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-006</b>  <b>Resolution accepting the Lawson Street Sidewalk project</b>	<b>Agenda Date: January 8, 2015</b>	
	<b>AB15-006</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$0	Public Works – Seth Boettcher	<b>X</b>
Fund Source: --	Court – Stephanie Metcalf	
Timeline: 45 days to clear any claims		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 15-1004, Current Budget Summary</b>		
<p><b>SUMMARY STATEMENT:</b>            R.W. Scott Construction Co. completed the required work for the Lawson Street Sidewalk project. Retainage has been paid to an account specified by the Contractor and will not be released until release is received by the Department of Revenue, Department of Labor and Industries, and the Employment Security Department. The State has established a 45 day period where labor or material providers may make a claim against the project. After 45 days from the date of project acceptance, the City may request the bank to release the retainage funds to R.W. Scott Construction Co.</p> <p><b>FISCAL NOTE (Finance Department):</b>            The budget for this project at bid was \$288,622. Final project costs are approximately \$284,639. Public Works staff was able to make full use of the \$264,691 in Transportation Improvement Board grant funds and was able to get an increase in Grant funds to \$269,199. The City will be able to use budgeted REET funds to cover the project management capital labor costs incurred during this project. For more information, see the attached "Current Budget Summary."</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>            Public Works Committee recommends acceptance.</p>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution No 15-1004, accepting the Lawson Street Sidewalk project by R.W. Scott Construction Co. according to the contract documents.</b></p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 8, 2015		

**RESOLUTION NO. 15-1004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
REGARDING FINAL ACCEPTANCE OF THE LAWSON  
STREET SIDEWALK PROJECT**

**WHEREAS**, R.W. Scott Construction Co. has completed the Lawson Street Sidewalk project according to the contract and Council authorization; and

**WHEREAS**, RCW 60.28.011(2) allows a period of forty-five days to file any liens or claims with the City; and

**WHEREAS**, RCW 39.080.030 requires acceptance of a Public Works project as complete as a formal, public action in order to begin the forty-five day period;

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

**Section 1.** The City hereby accepts the Lawson Street Sidewalk project as complete and as set forth in that contract with R.W. Scott Construction Co.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY,  
2015.**

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

## **LAWSON STREET SIDEWALK PROJECT**

### **CURRENT BUDGET SUMMARY**

<b><u>PROJECT FUNDING</u></b>	<b>Estimate</b>	<b>Actual</b>	<b>Difference</b>
TIB Grant Funds	\$264,691.00	\$269,199.00	+\$ 4,508.00
City Share (REET)	\$ 13,492.00	\$ 4,655.50	-\$ 8,836.50
Project Management (Staff Labor)	\$ 10,000.00	\$ 10,785.00	+\$ 785.00
<b>TOTALS</b>	<b>\$288,622.00</b>	<b>\$284,639.50</b>	<b>-\$ 3,382.50</b>

At bid award, this project was estimated to be \$288,622. Public Works staff was able to track labor and use labor as a significant portion of the City's match requirement. Public Works staff was also able to maximize the grant funds and was able to receive over \$4,500 more in grant reimbursements. Although REET shows a savings, it will be used to cover the City's capital labor costs for this project.

<b><u>PROJECT EXPENSES</u></b>	<b>Estimate</b>	<b>Actual</b>	<b>Difference</b>
Parametrix (Design Contract)	\$ 53,116.00	\$ 49,910.18	-\$ 3,205.82
R.W. Scott Construction (Contract)	*\$222,506.00	\$222,683.02	+\$ 177.02
Project Management (Staff Labor)	\$ 10,000.00	\$ 10,785.00	+\$ 785.00
Misc. Costs (Legal, Adv., Etc.)	\$ 3,000.00	\$ 1,261.30	-\$ 1,738.70
<b>TOTALS</b>	<b>\$288,622.00</b>	<b>\$284,639.50</b>	<b>-\$ 3,982.50</b>

*\*Original contract (\$213,724) + contingency (\$8,782)*

The City realized savings from Parametrix and in the misc. costs. The construction contract went a little over, but the increased grant funds more than covers that amount. Public Works staff was able to bring this project in under budget and, at the same time, increased the funding from the grant.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-007</b> <b>Resolution No. 15-1005, authorizing the purchase of a used Pacific Tek PV500DHO vactor trailer from Owen Equipment</b>	<b>Agenda Date: January 8, 2015</b> <b>AB15-007</b>	
Cost Impact (see also Fiscal Note): \$61,380.72  Fund Source: DOE Grant/Equipment Fund  Timeline: January 2015	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	<b>X</b>
	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 15-1005; Quote from Owen Equipment; PW Equipment Purchase Plan; Cost Breakdown; Letter to Owen Equipment to hold vactor trailer for City</b>		
<b>SUMMARY STATEMENT:</b> The Public Works department had planned to purchase a vactor trailer in 2016 for \$45,000. In discussion of the various uses of remaining funds from the Municipal Stormwater Capacity grant, the Public Works Committee recommended using the funds for the purchase of a vactor trailer. Public Works staff researched various vendors and equipment and found the Pacific Tek PV500DHO being sold by Owen Equipment.  This vactor trailer was Owens demonstration vacuum trailer and has very low hours and use and will come with a full warranty. The vac trailer will primarily be used for stormwater maintenance but will be useful for other operations that can benefit the streets, water, and sewer.  Staff is requesting the authority to move forward with the purchase of this vactor trailer.  <b>FISCAL NOTE (Finance Department):</b> The City will use \$44,973.96 of the stormwater capacity grant funds for this purchase. These grant funds have to be used by January 31, 2015. The remaining \$16,406.76 will come out of Public Works Equipment funds. The Public Works Equipment fund currently has about \$161,000 and is funded from annual contributions from the Water, Sewer, Streets, REET 1 and Stormwater departments. By using Stormwater Grant funds, the Equipment Replacement fund will save approximately \$28,620 (Expected cost of \$45,000 - \$16,406.76 = \$28,593.24). This purchase will be covered in a 2015 budget amendment.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee reviewed at October 17 and November 7 meetings and recommended pursuing the purchase of a used Vactor Trailer utilizing Stormwater Grant Funds. The Finance Committee will review this at their January 8, 2015 meeting.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1005, authorizing the purchase of a Pacific Tek PV500DHO vactor trailer from Owen Equipment.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 8, 2015		

**RESOLUTION NO. 15-1005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE PURCHASE OF A PACIFIC TEK  
PV500DHO VACTOR TRAILER FROM OWEN EQUIPMENT**

**WHEREAS**, Public Works staff planned to purchase a vactor trailer in 2016; and

**WHEREAS**, the City was presented with an opportunity to use soon expiring Department of Ecology Municipal Stormwater Capacity Grant funds to cover a majority of the cost of a vactor trailer this year; and

**WHEREAS**, the Public Works Equipment fund has sufficient funds to cover the remainder of the cost of this equipment now rather than next year without impacting other planned purchases; and

**WHEREAS**, the availability of this equipment is under a very short time frame;

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

**Section 1.** The Mayor is hereby authorized to purchase a Pacific Tek PV500DHO vactor trailer from Owen Equipment as shown in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 8<sup>TH</sup> DAY OF JANUARY,  
2015.**

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk



Scott Hanis Black Diamond, City of 24301 Roberts Drive Black Diamond, WA 98010 <a href="mailto:shanis@ci.blackdiamond.wa.us">shanis@ci.blackdiamond.wa.us</a> (425) 239-0794		<b>Proposal #</b> <b>12-31-14</b>
Paul Schmidt Owen Equipment Company 8721 South 218th Street Kent, WA 98031 <a href="mailto:pschmidt@owenequipment.com">pschmidt@owenequipment.com</a> (206) 304-2953		

Thank you for the opportunity to quote on the following items. Please call on me if I can be of any further assistance.

Qty.	Description	Unit Price	Total
1	<b>Pacific Tek: PV500DHO.</b> See Page 2 for specification details of the demonstrator PV500DHO. This unit includes a one (1) year manufacturer warranty from the date of purchase.	\$56,520.00	\$56,520.00
<b>Sub Total:</b>			<b>\$56,520.00</b>
Shipping:			\$0.00
Sales Tax:			\$4,860.72
<b>Total:</b>			<b>\$61,380.72*</b>

**Terms: Net 10 days**

\* Credit Card purchase subject to 3% service charge.

\* Pricing valid for 60 days from above quote # date.

**Customer Approval:** \_\_\_\_\_

**Customer PO#:** \_\_\_\_\_

**Black Diamond, City of. Page 1 of 2.**



Black Diamond, City of. Page 2 of 2. 12-24-14.

**PV-500DHO**

**Engine:** Diesel, air-cooled, 37 HP, with electric start and built-in charging circuit. 11 gallons Fuel tank with fuel gauge, Gauges to include engine hour meter. Unit is rigidly mounted and not moveable to tension belt.

**Battery:** 12 volt deep draw marine type in vented box mounted to skid.

**Vacuum Pump:** Positive displacement blower with heavy duty acoustical silencer and rain cap. Output capacity is 825 CFM and 15" HgA minimum. Blower is mounted to belt drive tensioning plate.

**Hydraulic Tank Dump System:** 12VDC Hydraulic power unit with directional control valve which operates 2 hydraulic cylinders capable of tilting storage tank approx. 45 degrees from horizontal position fully loaded.

**Storage Tank:** 500 gallon capacity. Rolled and welded from 3/16<sup>th</sup> thick steel with dished ends. 36" domed clean out door, vertically hung with 8-Lug fasteners and 3" ball valve for fluid drainage. Door has lift assist and safety cleat. (2) hydraulic cylinders mounted under tank. 4" vacuum line inlet to tank with internal wash-down spray attachment.

**Hose Support Boom:** A 6 ½' one piece manually swiveled hose support boom with 225 degrees of travel and a pinned travel rest mounted to tank.

**Filter Assembly:** One piece washable pleated steel and 10 micron polyester textile rubber molded ends filter element.

**Vacuum Hose and Wand:** 4" diameter flexible hose with reinforcing 25' in length and 4" diameter wand made from non-conductive material.

**Controls:** Vacuum gauge and adjustable vacuum relief valve.

**Water Jet 3500 System:** Consists of a 13HP gas engine driven pump. Pump output is 4 GPM @ 3,500 PSI. Adjustable pressure control valve with gauge included. A 100 gallon water tank with top cleanout and fill is also fitted. A hose reel with 50' of high pressure hose and a wand and trigger with interchangeable nozzles for cutting or cleaning are also included. A 4" jet and Vac attachment with twin nozzles, hoses, and shut off valve for a "Power-Vac" pickup tube is also included.

**Trailer:** All above mentioned equipment is mounted on a custom utility trailer with a steel diamond plate floor and formed diamond plate fenders. Bed is 5' x 12' with a V tail cutout at rear for clean dumping. Total GVWR is 12,000 lbs. All standard highway markings and lighting included in unit.



## EQUIPMENT BUDGET WORKSHEET

Equipment Type	Cost	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Replace John Deere riding mower (zero turn)	\$0												
Replace back hoe with thumb and extend	\$80,000				\$80,000								
Replace Ferris zero turn	\$25,000				\$12,000								\$13,000
Sander and Snow Plow for Flatbed	\$20,000					\$20,000							
1/2 ton utility truck 4x4 new employee	\$45,000					\$45,000							
Sewer Jet Rodder	\$35,000						\$35,000						
*Road Grader engine repairs	\$10,000	\$10,000											
Road Grader	\$0												
Ford 2000 4 wheel drive (Jason)	\$45,000		\$45,000										
New Bobcat or mini excavator	\$30,000									\$30,000			
1998 White Ford Dump Truck	\$50,000								\$50,000				
Shoulder Mower (existing)	\$80,000										\$80,000		
Cemetery casket lowering device	\$5,000					\$5,000							
various mower	\$13,793	\$13,793											
Sweeper	\$50,000											\$50,000	
Vacuum Trailer	\$45,000			\$45,000									
Husqvarna Riding Lawn Mower (cemetery)	\$6,000			\$6,000									
2000 Gray Chevy Silverado	unfunded							unfunded					
2005 White Dodge 4x4 (Dan)	\$30,000						\$30,000						
2000 White Chevy 4x4 (Ken)	\$40,000												\$40,000
2005 Chevy 4500 Flatbed Dump Truck	\$45,000											\$45,000	
Morganville Generator	\$45,000												\$45,000
1983 C/R Utility Trailer	\$5,000										\$5,000		
<b>TOTAL EXPENSES</b>		<b>\$23,793</b>	<b>\$45,000</b>	<b>\$51,000</b>	<b>\$92,000</b>	<b>\$70,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$30,000</b>	<b>\$85,000</b>	<b>\$95,000</b>	<b>\$98,000</b>
* Motor rebuild only													
		\$136,120	\$159,327	\$161,327	\$157,327	\$112,327	\$89,327	\$71,327	\$118,327	\$115,327	\$132,327	\$94,327	\$46,327
		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
		\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000
		\$23,793	\$45,000	\$51,000	\$92,000	\$70,000	\$65,000	\$0	\$50,000	\$30,000	\$85,000	\$95,000	\$98,000
		<b>\$159,327</b>	<b>\$161,327</b>	<b>\$157,327</b>	<b>\$112,327</b>	<b>\$89,327</b>	<b>\$71,327</b>	<b>\$118,327</b>	<b>\$115,327</b>	<b>\$132,327</b>	<b>\$94,327</b>	<b>\$46,327</b>	<b>(\$4,673)</b>

**PACIFIC TEK PV500DHO VACTOR TRAILER**  
**FUNDING SUMMARY**

The City has \$44,973.96 remaining to spend in its Municipal Stormwater Capacity Grant from the Department of Ecology (DOE). These funds need to be spent by January 31, 2015. The vactor trailer cost is \$61,380.72. The remaining funds will come from the Public Works Equipment fund. The breakdown is as follows:

<b><u>EQUIPMENT FUNDING</u></b>	<b><u>Breakdown</u></b>
DOE Grant Funds	\$ 44,973.96
PW Equipment Fund	\$ 16,406.76
<b>TOTAL</b>	<b>\$ 61,380.72</b>

The Public Works Equipment fund receives \$10,000 from water, sewer, stormwater, and streets each year (\$40,000) to save for major equipment purchases. Public Works staff was planning on purchasing a vactor trailer in 2016, but with an opportunity to use stormwater grant funds to pay for most of it, staff would like to make this purchase a year early in order to preserve future equipment funds.



# CITY OF BLACK DIAMOND

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December 31, 2014

Paul Schmidt  
Owen Equipment Company  
8721 South 218<sup>th</sup> Street  
Kent, WA 98031

Dear Mr. Schmidt:

RE: PACIFIC TEK: PV500DHO PROPOSAL #12-24-14

This letter is to confirm that the City of Black Diamond intends to purchase the used Pacific Tek PV500DHO vactor trailer unit from Owen Equipment pending City Council approval at the unit price of \$56,520 and free shipping:

Unit Price:	\$ 56,520.00
Shipping:	\$ 0
Sales Tax (8.6%):	\$ 4,860.72
<b>TOTAL:</b>	<b>\$ 61,380.72</b>

As mentioned in your December 31, 2014 phone conversation with Scott Hanis, this purchase is contingent on approval by the Black Diamond City Council, scheduled to meet on January 8, 2015. A purchase order will be submitted January 9, 2015 to you via e-mail if approval is granted by the City Council.

Thank you for your assistance with this potential purchase.

Sincerely,

Seth Boettcher  
Public Works Director