



CITY OF BLACK DIAMOND
January 7, 2016 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Oath of Offices – Council Positions #1, #3, and #5

Presentation - YarrowBay

CONSENT AGENDA:

- 1) Claim Checks** - January 7, 2016 - No. 43007 through No. 43079 and EFTs in the amount of \$160,149.64
- 2) Minutes** – Special Council Meeting of December 10, 2015 and Council Meeting of December 17, 2015

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

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|--------------|
| 3) AB16-001 – Selection of Mayor Pro-Tem | Mayor Benson |
| 4) Res No. 16-1063 –Confirming the Mayor’s Appointments to the Council Standing Committees | Mayor Benson |
| 5) Res No. 16-1064 – Revising Fire Ad Hoc Committee Appointments | Mayor Benson |
| 6) Res No. 16-1065 – Revising Traffic and Transportation Ad Hoc Committee Appointments | Mayor Benson |
| 7) Res No. 16-1066 – Adopting Master Work Crew Agreement with Department of Corrections | Ms. Martinez |

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- A. Council Standing Committees and Regional Committees
- Councilmember Deady
 - Councilmember Morgan
 - Councilmember Edelman

- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																						
SUBJECT: AB16-001 Appointment of Mayor Pro Tempore	Agenda Date: January 7, 2016 AB16-001																					
Cost Impact: Fund Source: Timeline:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: left; padding: 2px;">Department/Committee/Individual</th> <th style="width: 20%; text-align: center; padding: 2px;"></th> </tr> <tr> <td style="padding: 2px;">Mayor Carol Benson</td> <td style="text-align: center; padding: 2px;">X</td> </tr> <tr> <td style="padding: 2px;">City Administrator –</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">City Attorney –Carol Morris</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">City Clerk – Brenda L. Martinez</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Finance – May Miller</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Com Dev/NR – Barb Kincaid</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">MDRT/Ec. Dev. – Andy Williamson</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Police – Jamey Kiblinger</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Court – Stephanie Metcalf</td> <td style="padding: 2px;"></td> </tr> </table>	Department/Committee/Individual		Mayor Carol Benson	X	City Administrator –		City Attorney –Carol Morris		City Clerk – Brenda L. Martinez		Finance – May Miller		Com Dev/NR – Barb Kincaid		MDRT/Ec. Dev. – Andy Williamson		Police – Jamey Kiblinger		Court – Stephanie Metcalf		
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Court – Stephanie Metcalf																						
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator																						
Attachments:																						
SUMMARY STATEMENT: 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.																						
COMMITTEE REVIEW AND RECOMMENDATION:																						
RECOMMENDED ACTION: MOTION to appoint Councilmember ? as Mayor Pro Tempore.																						
RECORD OF COUNCIL ACTION																						
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>																				
January 7, 2016																						

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION								
SUBJECT: Res No. 16-1063 Confirmation of Council Standing Committee Appointments	Agenda Date: January 7, 2016 AB16-002							
	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 – Barb Kincaid							
Cost Impact: Fund Source: Timeline:								
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator								
Attachments: Resolution No. 16-1063								
SUMMARY STATEMENT: <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%;"> <tr> <td style="width: 50%;"> Budget, Finance, Administration Committee Councilmembers: Chair, Brian Weber; Pat Pepper </td> <td style="width: 50%;"> Cemetery and Parks Committee Councilmembers: Chair, Erika Morgan; Pat Pepper </td> </tr> <tr> <td> Planning and Community Service Committee Councilmembers: Chair, Janie Edelman; Erika Morgan </td> <td> Public Works Committee Councilmembers: Chair, Tamie Deady; Janie Edelman </td> </tr> <tr> <td colspan="2"> Public Safety Committee Councilmembers: Chair, Tamie Deady; Brian Weber </td> </tr> </table>			Budget, Finance, Administration Committee Councilmembers: Chair, Brian Weber; Pat Pepper	Cemetery and Parks Committee Councilmembers: Chair, Erika Morgan; Pat Pepper	Planning and Community Service Committee Councilmembers: Chair, Janie Edelman; Erika Morgan	Public Works Committee Councilmembers: Chair, Tamie Deady; Janie Edelman	Public Safety Committee Councilmembers: Chair, Tamie Deady; Brian Weber	
Budget, Finance, Administration Committee Councilmembers: Chair, Brian Weber; Pat Pepper	Cemetery and Parks Committee Councilmembers: Chair, Erika Morgan; Pat Pepper							
Planning and Community Service Committee Councilmembers: Chair, Janie Edelman; Erika Morgan	Public Works Committee Councilmembers: Chair, Tamie Deady; Janie Edelman							
Public Safety Committee Councilmembers: Chair, Tamie Deady; Brian Weber								
COMMITTEE REVIEW AND RECOMMENDATION:								
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1063, confirming the Mayor's appointments to the 2016 Council Standing Committees.								
RECORD OF COUNCIL ACTION								
Meeting Date	Action	Vote						
January 7, 2016								

RESOLUTION NO. 16-1063

**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 2016 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 2016 Council Standing Committee assignments indicating the Chair of each committee.

2016 Budget, Finance, Administration Committee

Chair Brian Weber, Pat Pepper

2016 Cemetery and Parks Committee

Chair Erika Morgan, Pat Pepper

2016 Planning and Community Services Committee

Chair Janie Edelman; Erika Morgan

2016 Public Works Committee

Chair Tamie Deady, Janie Edelman

2016 Public Safety Committee

Chair Tamie Deady, Brian Weber

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT
A REGULAR MEETING THEREOF, THIS 7TH DAY OF JANUARY, 2016.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION																								
SUBJECT: Resolution No. 16-1064, revising the appointed members of the Fire Protection Joint Ad Hoc Committee as extended by Resolution NO. 15-1018 to be two City Council Members, instead of identifying the individuals Cost Impact (see also Fiscal Note): \$25,000 Fund Source: --General Fund Timeline:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Agenda Date: January 7 , 2016</td> <td style="width: 40%; text-align: right;">AB16-003</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>Com Dev/Nat Res – Barb Kincaid</td> <td></td> </tr> <tr> <td>Finance – May Miller</td> <td></td> </tr> <tr> <td>MDRT/Ec Dev – Andy Williamson</td> <td></td> </tr> <tr> <td>Police – Chief Kiblinger</td> <td></td> </tr> <tr> <td>Public Works – Seth Boettcher</td> <td></td> </tr> <tr> <td>Court – Stephanie Metcalf</td> <td></td> </tr> </table>		Agenda Date: January 7 , 2016	AB16-003	Mayor Carol Benson	X	City Administrator		City Attorney Carol Morris		City Clerk – Brenda L. Martinez		Com Dev/Nat Res – Barb Kincaid		Finance – May Miller		MDRT/Ec Dev – Andy Williamson		Police – Chief Kiblinger		Public Works – Seth Boettcher		Court – Stephanie Metcalf	
Agenda Date: January 7 , 2016	AB16-003																							
Mayor Carol Benson	X																							
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Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator																								
Attachments: Resolution No. 16-1064; Resolution No. 15-1018;																								
<p>SUMMARY STATEMENT:</p> <p>On March 5, 2015 Council adopted Resolution No. 15-1018 extending the scope of work for the Fire Protection Joint Ad Hoc Committee. This resolution named individuals on the City Council who would participate in the Committee.</p> <p>The proposed resolution would simplify the process by identifying the make-up of the Committee, rather than the individuals on the City Council who will participate in the Committee.</p> <p>FISCAL NOTE (Finance Department): The 2016 Budget has \$25,000 set aside for the city portion on an independent Annexation Study.</p>																								
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:																								
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1061, revising the appointed members of the Fire Protection Joint Ad Hoc Committee as extended by Resolution No. 15-1018 to be two City Council members, instead of identifying the individuals.																								
RECORD OF COUNCIL ACTION																								
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>																						
January 7, 2016																								

**CITY OF BLACK DIAMOND
WASHINGTON**

RESOLUTION NO. 16-1064

**A RESOLUTION OF THE CITY OF BLACK DIAMOND,
WASHINGTON, REVISING THE APPOINTED MEMBERS
OF THE FIRE PROTECTION JOINT AD HOC
COMMITTEE AS EXTENDED BY RESOLUTION NO. 15-
1018 TO BE TWO CITY COUNCIL MEMBERS, INSTEAD
OF IDENTIFYING THE INDIVIDUALS**

WHEREAS, the City of Black Diamond currently contracts with Mountain View Fire District (the “**District**”) for fire protection and emergency medical services; and

WHEREAS, on August 1, 2013 Resolution No. 13-883 was adopted by the City Council authorizing establishment of an Ad Hoc Joint Committee of the City Council with the District Board of Fire Commissioners to explore long-term fire protection and emergency medical services models; and

WHEREAS, on February 21, 2015 at a special meeting the Fire Protection Joint Ad Hoc Committee gave their final report and recommendation to both the City Council and District Board of Commissioners fulfilling their scope of authority; and

WHEREAS, on March 5, 2015 the City Council adopted Resolution No. 15-1018 extending the scope of work for the Fire Protection Joint Ad Hoc Committee to include exploration of a pre-annexation agreement between the City of Black Diamond and Mountain View Fire District; and

WHEREAS, the City Council desires to simplify the process by identifying the make-up of the Committee, rather than the individuals on the City Council who will participate in the Committee;

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

Section 1. The **FIRE PROTECTION JOINT AD HOC COMMITTEE** will continue to be composed two appointed members of the City Council, and the two appointed members of the Fire District Board of Fire Commissioners. The purpose of the Fire Protection Joint Ad Hoc Committee will be to explore a pre-annexation agreement between the City of Black Diamond and Mountain View Fire District. The Fire Protection Joint Ad Hoc Committee will continue to meet and all meetings shall comply with the open public meetings act and shall be advertised by both the

City and the District. The Fire Protection Joint Ad Hoc Committee will terminate upon completion of its report and recommendation to the City Council and the Board of Fire Commissioners.

Section 2. The City Council acknowledges that it agrees to engage and share the cost of an outside third party consultant related to annexation of the City into the Fire District.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
7TH DAY OF JANUARY, 2016.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Carol A. Morris, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

CITY OF BLACK DIAMOND

WASHINGTON

RESOLUTION NO. 15-1018

A RESOLUTION OF THE CITY OF BLACK DIAMOND, WASHINGTON, AUTHORIZING THE EXTENSION OF THE SCOPE OF WORK FOR THE AD HOC JOINT COMMITTEE OF THE CITY COUNCIL WITH MOUNTAIN VIEW FIRE DISTRICT BOARD OF FIRE COMMISSIONERS TO EXPLORE A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND MOUNTAIN VIEW FIRE DISTRICT

WHEREAS, the City of Black Diamond currently contracts with Mountain View Fire District (the "District") for fire protection and emergency medical services; and

WHEREAS, on August 1, 2013 Resolution No. 13-883 was adopted by the City Council authorizing establishment of an Ad Hoc Joint Committee of the City Council with the District Board of Fire Commissioners to explore long-term fire protection and emergency medical services models; and

WHEREAS, on February 21, 2015 at a special meeting the Fire Protection Joint Ad Hoc Committee gave their final report and recommendation to both the City Council and District Board of Commissioners fulfilling their scope of authority; and

WHEREAS, it is the City Council and Board of Commissioners desire to extend the scope of work for the Fire Protection Joint Ad Hoc Committee to include exploration of a pre-annexation agreement between the City of Black Diamond and Mountain View Fire District;

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

Section 1. The **FIRE PROTECTION JOINT AD HOC COMMITTEE** will continue to be composed of Tamie Deady and Ron Taylor appointed members of the City Council, and the two appointed members of the Fire District Board of Fire Commissioners. The purpose of the Fire Protection Joint Ad Hoc Committee will be to explore a pre-annexation agreement between the City of Black Diamond and Mountain View Fire District. The Fire Protection Joint Ad Hoc Committee will continue to meet and all meetings shall comply with the open public meetings act and shall be advertised by both the City and the District. The Fire Protection Joint Ad Hoc Committee will terminate upon completion of its report and recommendation to the City Council and the Board of Fire Commissioners.

Section 2. The City Council acknowledges that it agrees to engage and share the cost of an outside third party consultant related to annexation of the City into the Fire District.

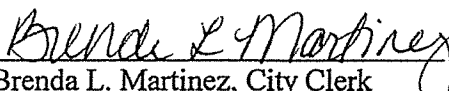
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 5TH DAY OF MARCH, 2015.

CITY OF BLACK DIAMOND



Carol Benson, Mayor

ATTEST/AUTHENTICATED:



Brenda L. Martinez, City Clerk

Approved as to form:

Carol A. Morris, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-1065, revising the appointed member of the Ad Hoc Advisory Committee for Traffic and Transportation as adopted by Resolution No. 15-1039 to be two City Councilmembers.	Agenda Date: January 7, 2016	
	AB16-004	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-1065; Resolution No. 15-1039		
SUMMARY STATEMENT: <p>The City Council adopted Resolution No. 15-1039 establishing an Ad Hoc Traffic & Transportation Committee. This resolution named individuals on the City Council who would participate in the Committee.</p> <p>The proposed resolution would simplify the process by identifying the make-up of the Committee, rather than the individuals on the City Council who will participate in the Committee,</p> <p>FISCAL NOTE (Finance Department):</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1065, revising the appointed member of the Ad Hoc Advisory Committee for Traffic and Transportation as adopted by Resolution No. 15-1039 to be two City Councilmembers.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 7, 2016		

RESOLUTION NO. 16-1065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REVISING THE APPOINTED MEMBER OF THE AD HOC ADVISORY COMMITTEE FOR TRAFFIC AND TRANSPORTATION AS ADOPTED BY RESOLUTION NO. 15-1039 TO BE TWO CITY COUNCILMEMBERS

WHEREAS BD Village Partners, LP and BD Lawson Partners, LP have received City of Black Diamond approval for development of two large Master Planned Developments (MPDs); and

WHEREAS BD Village Partners, LP and BD Lawson Partners, LP have now received approval to proceed with development of Preliminary Plat 1-A and Preliminary Plat 2-C as the two initial phases of development; and

WHEREAS MPD development and other potential development within the city will have major impacts on City of Black Diamond, neighboring city and State of Washington highway infrastructure and traffic volumes; and

WHEREAS the City of Black Diamond Comprehensive Plan has established Level of Service (LOS) standards for streets, highways and highway intersections throughout the city; and

WHEREAS MPD Conditions of Approval require that Traffic LOS standards are maintained as MPD development proceeds; and

WHEREAS the City of Black Diamond has adopted traffic Concurrency Standards for MPD and other development within the City; and

WHEREAS potential adverse traffic impacts and congestion resulting from new development rank at or near the top of citizen concerns; and

WHEREAS the Black Diamond City Council wishes to continue Traffic & Transportation as a top policy and legislative priority; and

WHEREAS solving traffic challenges and improving traffic flow often requires infrastructure improvements made outside of the City's jurisdiction and outside of City limits; and

WHEREAS a regional approach to improving transportation infrastructure is the most effective way to obtain State and County funding needed for area projects. This requires a collaborative approach working with neighboring cities, unincorporated King County, County Council, County staff and state Legislators. It also requires the commitment of increased time and energy from our city; and

WHEREAS, the City Council adopted Resolution No. 15-1039 establishing this advisory committee; and

WHEREAS, the City Council desires to simplify the process by identifying the make-up of the Committee, rather than the individuals on the City Council who will participate in the Committee;

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

Section 1. An Ad Hoc Traffic & Transportation Committee of the Council be established to include two members of the Council and the Mayor. The Chair shall be chosen by the Mayor and Councilmembers. Additional committee members may be appointed at the discretion of the Chair.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JANUARY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

RESOLUTION NO. 15-1039

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ESTABLISHING AN AD HOC ADVISORY COMMITTEE FOR
TRAFFIC AND TRANSPORTATION**

WHEREAS BD Village Partners, LP and BD Lawson Partners, LP have received City of Black Diamond approval for development of two large Master Planned Developments (MPDs); and

WHEREAS BD Village Partners, LP and BD Lawson Partners, LP have now received approval to proceed with development of Preliminary Plat 1-A and Preliminary Plat 2-C as the two initial phases of development; and

WHEREAS MPD development and other potential development within the city will have major impacts on City of Black Diamond, neighboring city and State of Washington highway infrastructure and traffic volumes; and

WHEREAS the City of Black Diamond Comprehensive Plan has established Level of Service (LOS) standards for streets, highways and highway intersections throughout the city; and

WHEREAS MPD Conditions of Approval require that Traffic LOS standards are maintained as MPD development proceeds; and

WHEREAS the City of Black Diamond has adopted traffic Concurrency Standards for MPD and other development within the City; and

WHEREAS potential adverse traffic impacts and congestion resulting from new development rank at or near the top of citizen concerns; and

WHEREAS the Black Diamond City Council wishes to establish Traffic & Transportation as a top policy and legislative priority; and

WHEREAS solving traffic challenges and improving traffic flow often requires infrastructure improvements made outside of the City's jurisdiction and outside of City limits; and

WHEREAS a regional approach to improving transportation infrastructure is the most effective way to obtain State and County funding needed for area projects. This requires a collaborative approach working with neighboring cities, unincorporated King County, County Council, County staff and state Legislators. It also requires the commitment of increased time and energy from our city,

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

Section 1. An Ad Hoc Traffic & Transportation Committee of the Council be established to include two members of the Council and the Mayor, with Councilmember Goodwin as Chair and Councilmember Deady as Vice-Chair. Additional committee members may be appointed at the discretion of the Chair.


PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF SEPTEMBER, 2015.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: January 7, 2016	
Resolution No. 16-1066, authorizing the Mayor to execute an agreement with the Washington State Department of Corrections	AB16-005	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-1066; Master Agreement; Emails		
SUMMARY STATEMENT: The City of Black Diamond has participated in the Work Crew program since January of 2011 as a viable alternative to keep jail costs down. The program has worked well as an alternative option for the Municipal Court and staff is recommending continuing participation with this program. The terms of the Master Contract Agreement shall begin in January of 2016 and continue through December 31, 2019, unless terminated sooner.		
FISCAL NOTE (Finance Department): The 2016 Budget has set aside money for this program.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1066, authorizing the Mayor to execute an agreement with the Washington State Department of Corrections for participation in the Work Crew Program.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 7, 2016		

RESOLUTION NO. 16-1066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE WASHINGTON STATE
DEPARTMENT OF CORRECTIONS**

WHEREAS, due to increasing jail costs the City of Black Diamond investigated other viable alternatives to jail; and

WHEREAS, Work Crew was identified as a viable option and has been very successful; and

WHEREAS, the intent of this agreement is to provide Work Crew participation as an alternative for the City of Black Diamond Municipal Court sentences/restitutions; and

WHEREAS, the City has participated in the Work Crew program with the Washington State Department of Corrections since January of 2011; and

WHEREAS, this alternative has proven to be viable option and the City wishes to continue participation in this program;

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 Washington State Department of Corrections and the City of Black Diamond for Work Crew participation; substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JANUARY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Class V Restitution, Work Release, and Community Supervision or Custody
Master Agreement
Between
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
CITY OF BLACK DIAMOND

This Master Contract Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and, City of Black Diamond located at **24301 Roberts Drive, Black Diamond, WA 98010** hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Offenders who provide services under this Master Agreement reside in the community. For the provision of services under this Master Agreement, all offenders are under the jurisdiction of DOC.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties for offenders to provide work crew services to the RECIPIENT. To be eligible to receive offender services, the RECIPIENT must be an agency of Washington State government, a local government or federally recognized Indian tribe within Washington State or a public benefit nonprofit as defined by the IRS; a 501(c)(3) Charitable Organization or a 501(c)(4) Social Welfare Organization. No public employees will be displaced as a result of this Agreement.

On January 1, 2016, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Offender work crew projects are limited to those that can be properly supervised as determined by the DOC Field Administrator, Work Release and Residential Program Administrator, or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for security requirements. Each distinct project requires a separate Work Project Description that is signed by both parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done by offenders, the cost to the RECIPIENT and other specifics of the particular project.

A Field Administrator or Work Release and Residential Program Administrator is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Contract Agreement shall begin January 1, 2016 and continue through December 31, 2019, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which offender services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties, except that payment for offender L&I insurance coverage will be paid directly to L&I by the RECIPIENT and will not appear on DOC invoices.
- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC requires the RECIPIENT of offender services to provide workers' compensation insurance for the offenders who provide services to the RECIPIENT under the terms of this Agreement. Therefore, RECIPIENT will:
 - 1) Prior to contract execution, complete and submit to L&I, the *Application for Elective Coverage of Excluded Employments*, (L&I Form F213-112-000) to authorize the addition of offender L&I Risk Classification 7203 to the RECIPIENT's L&I Account;
 - 2) Provide DOC with a copy of the Rate Notice received from L&I that confirms the addition of Risk Classification **7203** to the RECIPIENT's L&I Account. DOC advises the RECIPIENT to include the L&I Rate Notice when returning this partially executed Agreement to DOC for final signature.
 - 3) Each quarter, for offender services provided to the RECIPIENT during the previous quarter, report to L&I the total number of offender hours worked and pay the total cost due for workers' compensation coverage directly to L&I for those offender hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:

City of Black Diamond
Attn: Mayene Miller
PO Box 599
Black Diamond, WA, 98010
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number: **SWV0003872-01** [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTs** - will send payment to the address provided by the DOC Community Corrections location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by offenders.
- B. Before DOC offenders may provide services at any new and distinct project location, the RECIPIENT will assess the location for hazardous conditions and/or materials. (See Attachment B)
- C. The RECIPIENT's assessment must be performed in accordance with WAC 296-800-160 and provided to DOC using DOC Form 03-247 or other similar hazard assessment and PPE selection worksheet. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the new project site.
- D. Once notified, DOC at its own discretion, may a) identify, with the RECIPIENT, the protective equipment or clothing that is needed for offenders and correctional officers to mitigate the effects of the on-site hazard(s); or b) request that the RECIPIENT remove or otherwise mitigate the hazard before offenders perform the contracted work crew services at that site; or c) withdraw from the project.
- E. If hazardous conditions or materials are discovered while offenders are working at RECIPIENT's site, then offender work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

7. TOOLS, EQUIPMENT AND SUPPLIES

- A. In General
 - 1) DOC will provide offenders with basic work attire, such as boots, gloves, goggles and rain gear, that may be needed for any project;
 - 2) If the Parties to this Agreement do not negotiate otherwise, the RECIPIENT will provide any additional tools, equipment and supplies that offenders need to accomplish the RECIPIENT's specific work project. This will include any Personal Protective Equipment (PPE) e.g. bump hats, specialized goggles or gloves, hearing and eye protective devices, etc. and any specialized safety equipment (SSE) necessary to protect offenders and correctional officers from hazards at the project site.
 - 3) The specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description for that project.

8. TRAINING

- A. The RECIPIENT will train offenders regarding the work to perform as well as any safety requirements specific to the project site and the use of any specialized equipment.
- B. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).

9. PRISON RAPE ELIMINATION ACT (PREA) and SEXUAL MISCONDUCT

PREA requirements shall apply to any person having contact with offenders under DOC jurisdiction. This includes, but is not limited to, governmental entities, contractors and their employees; Recipients of offender work crew services, vendors and their employees, student interns and volunteers, hereinafter referred to collectively as 'contractor'. Contractors may obtain electronic access to the documents cited below in Section 1, Authorities, from the DOC website.

A. Authorities

In the performance of services under this Contract, Contractors shall comply with all federal and state laws and DOC policies regarding sexual misconduct including, but not limited to:

Federal Law:

- Prison Rape Elimination Act of 2003 (PREA);

State Law, Washington:

- RCW 72.09.225, Sexual misconduct by state employees, contractors;
- RCW 9A.44.010, Definitions;
- RCW 9A.44.160 Custodial sexual misconduct in the first degree;
- RCW 9A.44.170, Custodial sexual misconduct in the second degree;

DOC Policy:

- DOC 490.800, Prison Rape Elimination Act (PREA) Prevention and Reporting;
- DOC 490.820, Prison Rape Elimination Act (PREA) Risk Assessments and Assignments;
- DOC 490.850, Prison Rape Elimination Act (PREA) Response;
- DOC 490.860, Prison Rape Elimination Act (PREA) Investigation; and
- DOC 610.025, Medical Management of Offenders in Cases of Alleged Sexual Abuse or Assault.

B. Contractor Requirements include, but are not limited to:

1. Zero tolerance toward all forms of sexual abuse and sexual harassment;
2. Familiarization and compliance with PREA law, relevant Washington State laws and DOC policies regarding PREA and sexual misconduct;
3. Ensuring that anyone who may have contact with DOC offenders complete DOC PREA/Sexual Misconduct training and comply with all PREA standards.

4. All personnel under this contract, with access to DOC offenders, must certify that they have not:
 - Engaged in sexual misconduct in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 U.S.C. 1997;
 - Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - Been civilly or administratively adjudicated to have engaged in the activity described above.
 5. Providing sexual misconduct disclosure forms to DOC (DOC Form #03-502), completed by each person providing services, retaining a copy of the same in each individual personnel record.
 6. Submitting to a criminal background check, performed by DOC, at least once every five years.
 7. Compliance with the affirmative duty to report personnel with any conviction or adjudication of a violation of any of the offenses listed in #4, above.
- C. Investigations. DOC will investigate any allegation of the contractor's failure to comply with DOC PREA policies or the PREA standards.
- D. Consequences of a Contractor's failure to conform with DOC PREA policies include, but are not limited to:
1. Contractor removal from proximity to offenders;
 2. Contractor removal from contract work at DOC;
 3. Contract termination.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Brenda L. Martinez, City Clerk 360-886-5700 bmartinez@ci.blackdiamond.wa.us

DOC: Donna Waters, Program Manager 206-726-6719 donna.waters@doc.wa.gov

11. SUPERVISION

- A. The Work: RECIPIENT will supervise the work performed by offenders and maintain daily oversight of the project until completed. RECIPIENT will provide adequate worksite instruction and direction to all offenders, to ensure safe work performance and proper project outcome.

- B. Security: A first aid qualified Correctional Officer will supervise offenders at all times. Such DOC supervision shall only be for the security and custody of the offenders and the safety of the public at large.
- C. Correctional Officers may not supervise the work performed by offenders or be responsible for project outcomes.
- D. On-Site Illness/Accidents: In the event of offender illness or injury, DOC will provide the appropriate first aid. If necessary, emergency medical assistance will be called, or the offender will be transported to the nearest medical facility for treatment.
 - 1) Expenses:
 - a) Illness. DOC will pay all expenses related to treatment of offender illness.
 - b) Injury. The cost of treatment provided to offenders beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The RECIPIENT's L&I Account Number, 221,199-00, will be the account number used by offenders, DOC and medical providers when reporting offender work related injury.

12. PUBLIC INFORMATION

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

- A. Washington State and DOC, including its agents and/or employees:
 - 1) Are not responsible for, and do not guarantee, the quality of the work performed or products produced by offenders on work crews;
 - 2) Shall not be required to pay other workers to re-do or repair the work performed by the offenders; and
 - 3) Are not responsible for damages to third parties resulting from the work performed or products produced by offenders on work crews.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Do indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.
- B. DOC, its agents, and/or employees:
 - 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of offenders.

- C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. TRANSPORTATION

DOC has sole responsibility to transport offenders to and from the work project site.

16. DISPUTES

Should the parties hereto be unable to informally resolve any dispute concerning the terms of this Agreement, the dispute will be settled in binding arbitration by an arbitrator chosen by consent of both parties.

17. INSURANCE

RECIPIENT will provide DOC with proof of current general liability insurance coverage when signing and returning this Agreement for final signature by DOC. RECIPIENT must maintain its policy of general liability insurance throughout the term of this Agreement and provide renewed proof of such coverage to DOC annually with each new Work Project Description.

RECIPIENT'S liability insurance coverage must have a limit of not less than \$1,000,000 per each occurrence with an aggregate limit of at least \$2,000,000.

18. PUBLIC BENEFIT NON-PROFIT

In order to utilize offender work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c)(3) Charitable Organization or a (501(c)(4) Social Welfare Organization.

The RECIPIENT must provide DOC with proof of its IRS public benefit non-profit designation, with this partially signed Agreement when returning this partially signed Agreement to DOC Contracts and Legal Affairs for the final signature by DOC.

19. CHANGES AND MODIFICATIONS

Changes or modifications to this Agreement shall not be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

20. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

21. SEVERABILITY

If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

22. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of eight (8) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF BLACK DIAMOND

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Gary Banning

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approval on file.

This contract format was approved
by the Office of the Attorney General.

Approved as to Form:

By Tim Lang, Sr. Assistant Attorney General
December 8, 2015

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Community Corrections Division
CLASS V Work Project Description

Contract Number: K

Recipient: _____

Recipient L&I Account Number: _____

Recipient is: ☐ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit

Recipient Contact: _____ Phone: _____ Email: _____

Department Contact: _____ Phone: _____ Email: _____

DOC offenders will: (describe the work)

Number of offenders on crew: (insert number)

Project Location: _____

Project Period (One year maximum): _____ through _____

Projected Total Number of Crew Hours: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. Recipient will pay DOC:

1. Transportation Costs:
 - a. \$_____ to transport offenders; includes mileage, vehicle wear and tear, fuel, Tacoma Narrows Bridge toll, etc.
2. Other direct and indirect costs \$_____; to include _____.

PPE, Tools and Equipment Provided by:

Recipient: _____

DOC: _____

Hazard Assessment and PPE Selection Worksheet attached? ☐ Y ☐ N

Additional Terms:

RECIPIENT

DEPARTMENT OF CORRECTIONS

SAMPLE – DO NOT SIGN

Signature

Printed Name & Title

Date

SAMPLE – DO NOT SIGN

Signature of Field Administrator or Work
Release and Residential Program Coordinator

Section/Facility

Date



APPLICATION FOR ELECTIVE COVERAGE OF EXCLUDED EMPLOYMENTS

The following categories of employment are not included within the mandatory coverage of the Industrial Insurance laws of Washington, Title 51 of the Revised Code of Washington. Please indicate the type of coverage elected by placing an "X" in the appropriate box(es). See page 2 for reporting requirements and definitions of elective coverage.

- ☐ 1. DOMESTIC SERVANTS
- ☐ 2. GARDENING, MAINTENANCE, REPAIR, ETC. IN OR ABOUT THE EMPLOYER'S HOME
- ☐ 3. CASUAL EMPLOYMENT AWAY FROM EMPLOYER'S HOME AND NOT ASSOCIATED WITH THEIR BUSINESS.
- ☐ 4. SERVICE IN RETURN FOR AID OR SUSTENANCE ONLY
- ☐ 5. MINOR CHILDREN UNDER 18 YEARS OF AGE ON A FAMILY FARM
- ☐ 6. JOCKEY - RACING
- ☐ 7. MUSICIANS AND ENTERTAINERS
- ☐ 8. VOLUNTEER LAW ENFORCEMENT OFFICERS (full coverage)(6905)
- ☐ 9. VOLUNTEER WORKERS (Med Aid only) check one or both boxes below
- ☐ Law Enforcement (6906) ☐ Other (6901) ☐ Community Improvement Project (6901)
- ☒ 10. COMMUNITY SERVICE WORKERS (7203) Project period _____ to _____
- ☐ 11. NEWSPAPER CARRIERS
- ☐ 12. INSURANCE AGENTS, BROKERS OR SOLICITORS
- ☐ 13. STUDENT VOLUNTEERS K - 12 ONLY (Med aid only 6901)
- ☐ 14. Other _____ (please explain)

I, the undersigned, certify that I am authorized to execute this Application for Elective Coverage on behalf of this business, public entity or nonprofit organization. Benefits in accordance with Title 51 RCW are to be provided to all persons, now or hereafter working under this optional coverage until 30 days after written notice of cancellation of this election has been received by the department. In case of cancellation, I shall post said notice at least 30 days before the effective date in the work area of the affected worker(s) and shall personally notify other affected worker(s). (RCW 51.12.110)

This coverage will not become effective prior to such time as the Department of Labor and Industries receives this signed notification.

Business Name <u>City of Black Diamond</u>	UBI <u>601140632</u>	Account ID <u>221,199-00</u>
Business Address <u>24301 Roberts Dr. / PO Box 599</u>	City <u>Black Diamond WA</u>	State ZIP+4 <u>98010</u>
Applicant's Name <u>Brenda L. Martinez</u>	Official Position <u>City Clerk</u>	
Date <u>12/28/15</u>	Signature <u>Brenda L Martinez</u>	

State Fund Accounts: MAIL FORM TO:

EMPLOYER SERVICES
DEPARTMENT OF LABOR AND INDUSTRIES
PO BOX 44140
OLYMPIA WA 98504-4140
(360) 902-4817

Note: →

If your Account ID starts with 700, 701, or 706

Self Insured Accounts: MAIL FORM TO:

SELF-INSURANCE SECTION
DEPARTMENT OF LABOR AND INDUSTRIES
PO BOX 44891
OLYMPIA WA 98504-4891
(360) 902-6860

Brenda Martinez

From: Link, Rachel M. (DOC) <rmlink@DOC1.WA.GOV>
Sent: Monday, December 14, 2015 1:57 PM
To: Brenda Martinez
Subject: Master Work Crew Agreement for Signature - City of Black Diamond
Attachments: Hazard Assess and PPE Form 03-247.docx; L&I Applic for Elective Coverage Form.pdf; L&I QRC for Recipients of Offender Services 12-8-15.pdf; Cover Letter 12-10-15.docx; City of Black Diamond.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Recipient,

Attached please find your new Master Work Crew Agreement that incorporates changes to Chapter 137-80 WAC which governs offender work crew programs. Additional information, including a detailed cover letter/instruction sheet, is also attached. Please read all of the attachments before completing and signing your Master Agreement.

After review, please respond promptly as all current work crew agreements and work project descriptions will expire December 31, 2015. To continue offender work crew services without a break in services, your completed and signed Master Agreement and required forms must be received at Contracts and Legal Affairs on or before the January 1, 2016 implementation date.

Please sign and return a scan of the entire contract to me. It will then be signed on behalf of the Department and a fully signed document will be returned to you via e-mail for your files. If you require original signed documents, please print two copies, sign and return them to my attention at the address below by 12/31/2015. They will be signed on behalf of the Department and one fully signed original will be returned to you for your files.

Department of Corrections
Contracts and Legal Affairs
PO Box 41114
Olympia, WA 98504-1114

If you have any questions or cannot meet the deadline, please let me know. Thank you.

Sincerely,

Rachel Link
Administrative Assistant 3
Department of Corrections
Contracts and Legal Affairs
P: (360) 725-8366 | F: (360) 664-2009
7:30-4:30 M-F

confidential or restricted data. A new Secure Email Portal is being implemented. Outbound email messages from DOC staff that contain confidential or restricted data will be routed to the portal. A notification of the secured message will be delivered to the recipient.

Click on the following web link for more information.

<http://www.doc.wa.gov/business/secureemail.asp>



State of Washington
DEPARTMENT OF CORRECTIONS

December 10, 2015

Dear Recipient of Offender Work Crew Services,

The Department of Corrections, (Department), is pleased to announce that a new offender work crew services Master Agreement between your organization (Organization) and the Department will take effect on **January 1, 2016**, provided that the Organization's Master Agreement is completed, signed and returned no later than January 1, 2016, with the following:

- 1) Proof of the Organization's current general liability insurance coverage;
- 2) A copy of the Organization's L&I Rate Notice that confirms the addition of the appropriate offender risk classification to the organization L&I Account; and
- 3) If the Organization is a nonprofit, proof of IRS status as a "public benefit nonprofit" which is a nonprofit that the IRS has designated as a 501(c)(3) charitable organization or a 501(c)(4) social welfare organization. If your organization is not a public benefit nonprofit then it is no longer eligible for offender work crew services.

Any current work crew agreement(s) and work project description(s) between the Organization and the Department **will expire on December 31, 2015**, so it is imperative that a signed Master Agreement is timely returned with the other required documentation. Please notify the Department if you are unable to return the documents by the January 1, 2016, due date.

To Notify the Department: Please call or email your Organization's usual Department contact for work crew services at the prison or community corrections location in your local area. If you are unable to reach the usual Department contact, then: please call Contracts and Legal Affairs 360.725.8367 or 360.725.8366.

Please distribute this notice broadly as the Department will NOT be notifying anyone else in the Organization who should be informed of, or given copies of, the new Master Agreement nor the associated requirements. The Department is only notifying, via email, one contact person from each Organization. Additionally, please notify the Department if the Organization's Contract Manager has changed, or if his/her contact information, has changed.

In addition to signing the new Master Agreement, please complete the following grey areas in the document:

- Page 1: official organization address,
- Page 2: billing address and contact person,
- Page 5: contract manager, title and contact information,
- Page 6: L&I Account Number for the organization, and
- Page 8: Signature and other information.

The fully signed and executed Master Agreement, complete with contract number, will be returned to the organization after signature by the Department. Thank you in advance for your prompt attention to this matter.

Respectfully,

Debra Eisen
Senior Contracts Attorney

Attachments to Cover Email

1. DOC Hazard Assessment Certification and PPE Selection Worksheet - for your use
2. L&I Workers' Compensation Coverage for Offenders Information Sheet - for your reference
3. L&I Application for Elective Coverage of Excluded Employments Form - for your use

Brenda Martinez

From: Carol Morris <carol_a_morris@msn.com>
Sent: Monday, December 21, 2015 1:24 PM
To: Brenda Martinez; Carol Benson
Subject: RE: Master Work Crew Agreement for Signature - City of Black Diamond
Attachments: doc.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

HI: I don't have any comments on the contract except that there are a bunch of blanks that need to be filled in by the City. Even though it was in Word, the fields were restricted and I couldn't add anything. Other than that, it looks good.

Thanks.

Carol Morris, Morris Law, P.C.

3304 Rosedale Street N.W., Suite 200

Gig Harbor, WA 98335

(253) 851-5090

F: (360) 850-1099

carol@carolmorrislaw.com

Website: carolmorrislaw.com

This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, and/or attorney work product exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at either the e-mail address or telephone number above and delete this e-mail from your computer. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client product or other applicable privilege. Thank you.

Brenda Martinez

From: Link, Rachel M. (DOC) <rmlink@DOC1.WA.GOV>
Sent: Tuesday, December 29, 2015 12:43 PM
To: Brenda Martinez
Cc: Waters, Donna L. (DOC)
Subject: RE: Master Work Crew Agreement for Signature - City of Black Diamond

Hi Brenda,

I received your voicemail as well, I appreciate you keeping us up to date with the status and I apologize for the limited amount of time for review. The current contract will expire 12/31/15, and services can resume once we have the new contract fully signed and executed. If you have any questions or concerns please contact Donna or I.

Thank you,

Rachel Link
Administrative Assistant 3
Department of Corrections
Contracts and Legal Affairs
P: (360) 725-8366 | F: (360) 664-2009
7:30-4:30 M-F

From: Brenda Martinez [<mailto:BMartinez@ci.blackdiamond.wa.us>]
Sent: Tuesday, December 29, 2015 11:34 AM
To: Link, Rachel M. (DOC) <rmlink@DOC1.WA.GOV>
Subject: RE: Master Work Crew Agreement for Signature - City of Black Diamond

Hi Rachel,

I just heard from our City Attorney that this will need to go through our City Council for adoption. Because we received it on December 14th, 2015 it missed our last meeting in December so I have it scheduled for adoption at our next regular meeting which is January 7, 2016.

If you have any questions please let me know.

Thank you,

Brenda L. Martinez, CMC | City Clerk / HR Manager
City of Black Diamond

NOTICE OF PUBLIC DISCLOSURE: This e-mail is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

From: Link, Rachel M. (DOC) [<mailto:rmlink@DOC1.WA.GOV>]
Sent: Monday, December 14, 2015 1:57 PM
To: Brenda Martinez
Subject: Master Work Crew Agreement for Signature - City of Black Diamond

Dear Recipient,

Attached please find your new Master Work Crew Agreement that incorporates changes to Chapter 137-80 WAC which governs offender work crew programs. Additional information, including a detailed cover letter/instruction sheet, is also attached. Please read all of the attachments before completing and signing your Master Agreement.

After review, please respond promptly as all current work crew agreements and work project descriptions will expire December 31, 2015. To continue offender work crew services without a break in services, your completed and signed Master Agreement and required forms must be received at Contracts and Legal Affairs on or before the January 1, 2016 implementation date.

Please sign and return a scan of the entire contract to me. It will then be signed on behalf of the Department and a fully signed document will be returned to you via e-mail for your files. If you require original signed documents, please print two copies, sign and return them to my attention at the address below by 12/31/2015. They will be signed on behalf of the Department and one fully signed original will be returned to you for your files.

Department of Corrections
Contracts and Legal Affairs
PO Box 41114
Olympia, WA 98504-1114

If you have any questions or cannot meet the deadline, please let me know. Thank you.

Sincerely,

Rachel Link
Administrative Assistant 3
Department of Corrections
Contracts and Legal Affairs
P: (360) 725-8366 | F: (360) 664-2009
7:30-4:30 M-F

The Washington Department of Corrections is increasing the security level for email messages containing confidential or restricted data. A new Secure Email Portal is being implemented. Outbound email messages from DOC staff that contain confidential or restricted data will be routed to the portal. A notification of the secured message will be delivered to the recipient.

Click on the following web link for more information.
<http://www.doc.wa.gov/business/secureemail.asp>

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