



CITY OF BLACK DIAMOND
April 21, 2016 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) Claim Checks** – April 21, 2016 - No. 43375 through No.43432 and EFTs in the amount of \$299,125.05
- 2) Payroll** – March 31, 2016 - No. 18799 through 18818 and ACH Payments in the amount of \$259,301.19
- 3) Minutes** – Council Meeting of March 2, 2016

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. 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

EXECUTIVE SESSION: Executive session as authorized by RCW 42.30.140(4) to discuss collective bargaining. Possible final action may follow the executive session.

UNFINISHED BUSINESS:

- | | |
|---|---------------|
| 4) Claim Check – March 7, 2016 – No. 43294 DKS Associates in the amount of \$10,000 | |
| 5) AB16-016A – Resolution Accepting Dept of Ecology Grant for 2015 – 20147 Stormwater Capacity Grant | Mr. Boettcher |
| 6) AB16-021A – Resolution Confirming Mayor’s Appointment to Civil Service Commission | Mayor Benson |
| 7) AB16-024B – Resolution Authorizing an Agreement with BHC for Building Services | Ms. Kincaid |
| 8) AB16-025A – Resolution Approving Collective Bargaining Agreement with Public Works Unit | Mr. Altman |
| 9) AB16-026A – Resolution Approving an Agreement with DKS | Ms. Kincaid |

NEW BUSINESS:

- | | |
|--|---------------|
| 10) AB16-028 – Resolution Authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion Project | Mr. Boettcher |
| 11) AB16-029 – Resolution Authorizing a Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project | Mr. Boettcher |

12) AB16-030 – Resolution Confirming Mayor’s Appointment to the Planning Commission Position #7 Mayor Benson

DEPARTMENT REPORTS:

MAYOR’S REPORT:

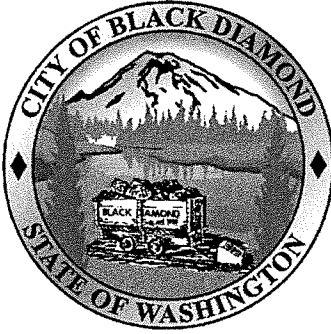
COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

ADJOURNMENT:



CERTIFICATION

Date: April 21, 2016

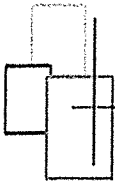
Check No.'s/EFT	Batch Name	Amount
	Early Release Feb Month End EFT's 2/29/16	\$ 699.91
	Early Release Mar Month End EFT's 3/31/16	\$ 944.00
	Early Release Apr Month End EFT's 4/30/16	\$ 5,167.60
43375-43377, 43432	Early Release Cks-Apr 2nd Council 4/21/16	\$ 141,090.37
43378-43431	April 2nd Council 4/21/16	\$ 151,223.17
	Total Vouchers	\$ 299,125.05

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

May Miller 4-13-2016
MAY MILLER, FINANCE DIRECTOR

DATE

COUNCILMEMBERS



Register

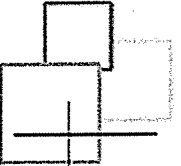
Fiscal: 2016

Deposit Period: 2016 - February

Check Period: 2016 - February - Pre-Council Month End EFT 2/29/16

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
EFT Payment 2/2/20161	U.S. Postal Service (Black Diamond)	2/2/2016	\$699.91
	Total		\$699.91

Voucher Directory



Vendor	Member	Reference	Account Number	Description	Amount
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U.S. Postal Service (Black Diamond)

EFT Payment 2/2/20161

2016 - February - Pre-Council Month End EFT 2/29/16

020216 USPS BD

January Bulk Mailing

401-000-000-534-80-42-01

Postage

\$174.98

407-000-000-535-80-42-01

Postage

\$174.98

410-000-000-531-10-42-01

Postage

\$349.95

Total 020216 USPS BD

\$699.91

Total EFT Payment 2/2/20161

\$699.91

Total U.S. Postal Service (Black Diamond)

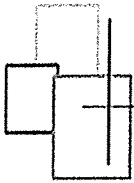
\$699.91

Grand Total

Vendor Count

1

\$699.91



Register

Fiscal: 2016

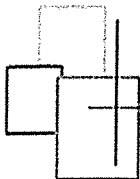
Deposit Period: 2016 - March

Check Period: 2016 - March - Pre-Council Month End EFT 3/31/16

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>EFT Payment 4/13/2016 10:16:28 AM - 1</u>	Dept of Licensing-Firearms Online	3/31/2016	\$144.00
<u>EFT Payment 4/13/2016 10:16:28 AM - 2</u>	U.S. Postal Service (CMRS-FP)	3/31/2016	\$800.00
	Total		\$944.00

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Dept of Licensing-Firearms Online					
		EFT Payment 4/13/2016 10:16:28 AM - 1		2016 - March - Pre-Council Month End EFT 3/31/16	
		032516 DOL			
			March CPL's		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$144.00
			BD0000072-83		
		Total 032516 DOL			\$144.00
Total EFT Payment 4/13/2016 10:16:28 AM - 1					
Total Dept of Licensing-Firearms Online					
U.S. Postal Service (CMRS-FP)					
		EFT Payment 4/13/2016 10:16:28 AM - 2		2016 - March - Pre-Council Month End EFT 3/31/16	
		TCD#500015117-105			
			March 16 - March 21		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total TCD#500015117-105			\$200.00
		TCD#500015117-107			
			March 22 - March 29		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total TCD#500015117-107			\$200.00
		TDC#500015117-101			
			March 2 - March 8		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total TDC#500015117-101			\$200.00
		TDC#500015117-103			
			March 9 - March 15		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total TDC#500015117-103			\$200.00
		Total EFT Payment 4/13/2016 10:16:28 AM - 2			\$800.00
		Total U.S. Postal Service (CMRS-FP)			\$800.00
		Grand Total			\$944.00
		Vendor Count	2		



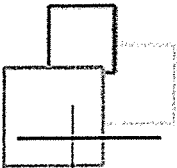
Register

Fiscal: 2016

Deposit Period: 2016 - April

Check Period: 2016 - April - Pre-Council Month End EFT 4/30/16

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>EFT Payment 4/13/2016 9:42:29 AM - 1</u>	First Bankcard	4/14/2016	\$960.12
<u>EFT Payment 4/8/2016 4:58:02 PM - 1</u>	Washington State Department of Revenue	4/8/2016	\$4,207.48
		Total	\$5,167.60



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
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First Bankcard

EFT Payment 4/13/2016 9:42:29 AM - 1 2016 - April - Pre-Council Month End EFT 4/30/16
031416 1117 Espiring

March Purchases				
001-000-181-518-30-32-00	Fuel			\$52.98
	Facilities-Fuel			
001-000-181-518-30-32-00	Fuel			\$32.78
	Facilities-Fuel			
001-000-181-518-30-35-00	Small Tools & Equipment			\$24.99
	Facilities-Clutch Compact Case			
001-000-181-518-30-35-00	Small Tools & Equipment			\$14.22
	Facilities-Tanner Leather Pouch, LED Flashlight			
001-000-191-525-60-31-00	Emergency Management Supplies			\$51.77
	EOC-Totes			
001-000-191-525-60-31-00	Emergency Management Supplies			\$51.35
	EOC-Totes			
001-000-240-558-51-31-00	Office & Operating Supplies			\$7.87
	CD-Tape Measure, Three-Way Tacker Gun			
001-000-270-575-51-48-00	Gym Facility Repair & Maintenance			\$36.91
	Gym-Vinyl for Stage			
001-000-270-575-51-48-00	Gym Facility Repair & Maintenance			\$14.66
	Gym-Speaker Wire			
001-000-270-575-51-48-00	Gym Facility Repair & Maintenance			\$12.48
	Gym-Speaker Wire (Return and Exchange)			
001-000-270-576-80-31-00	Portable Restroom Facility			\$1.69
	Facilities-Labels Refills for Lable Maker			
001-000-270-576-80-31-01	Parks Office Supplies			\$1.58
	PW Shared-Membership Renewal Fee for Harbor Frieght			
001-000-280-536-20-31-00	Cemetery Office Supplies			\$0.85
	Facilities-Labels Refills for Lable Maker			
001-000-280-536-20-31-00	Cemetery Office Supplies			\$0.80
	PW Shared-Membership Renewal Fee for Harbor Frieght			
101-000-000-542-90-31-00	Office Supplies			\$9.31
	Facilities-Labels Refills for Lable Maker			
101-000-000-542-90-31-00	Office Supplies			\$8.72
	PW Shared-Membership Renewal Fee for Harbor Frieght			
401-000-000-534-80-31-02	Office Supplies			\$10.16
	Facilities-Labels Refills for Lable Maker			

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-80-31-02	Office Supplies	\$9.51
				PW Shared-Membership Renewal Fee for Harbor Freight	
			407-000-000-535-80-31-02	Office Supplies	\$10.16
				Facilities-Labels Refills for Lable Maker	
			407-000-000-535-80-31-02	Office Supplies	\$9.51
				PW Shared-Membership Renewal Fee for Harbor Freight	
			410-000-000-531-10-31-00	Office Supplies	\$9.51
				PW Shared-Membership Renewal Fee for Harbor Freight	
			410-000-000-531-10-31-00	Office Supplies	\$10.16
				Facilities-Labels Refills for Lable Maker	
			510-000-200-594-48-64-09	4-Wheel Drive Truck	\$47.25
				PW-DOL Vehicle Registration for New PW Truck	
			510-000-200-594-48-64-09	4-Wheel Drive Truck	\$2.00
				PW-DOL Card Fee for Registering New PW Truck	
					\$431.22
				Total 031416 1117 Espring	
				031416 4013 Metcalf	
				March Purchases	
			001-000-120-512-50-42-00	Telephone/DSL	\$7.43
				Court-Conference Calls	
					\$7.43
				Total 031416 4013 Metcalf	
				031416 4329 Kiblinger	
				March Purchases	
			001-000-210-521-10-32-00	Fuel	\$25.49
				Police-Fuel	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	\$6.70
				Police-CSPA NW Leadership Seminar-Breakfast Beverage	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	\$23.17
				Police-CSPA NW Leadership Seminar-Dinner	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	\$6.70
				Police-CSPA NW Leadership Seminar-Breakfast Beverage	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	\$16.42
				Police-CSPA NW Leadership Seminar-Dinner	
			001-000-210-521-10-43-00	Lodging, Meals & Mileage	\$7.00
				Police-CSPA NW Leadership Seminar-Breakfast Beverage	
					\$85.48
				Total 031416 4329 Kiblinger	
				031416 4360 B Martinez	
				March Purchases	
			001-000-110-511-60-49-01	Miscellaneous	\$36.53
				Council-Roberts Rules Books	
			001-000-137-514-21-31-00	Office Supplies	\$38.00
				Clerk-Name Badges	
			001-000-137-514-21-43-00	Lodging, Meals & Mileage	\$25.00
				Clerk-WMCA Conference Baggage Check at Airport to Conference	

Vendor Number	Reference	Account Number	Description	Amount
		001-000-137-514-21-43-00	Lodging, Meals & Mileage	\$17.39
	Total 031416 4360 B Martinez		Clerk-WMCA Conference Dinner	
	031416 4829 Martinez			\$116.92
	March Purchases			
	001-000-210-521-10-32-00	Fuel		\$29.73
	001-000-210-521-10-43-00	Police-Fuel		
		Lodging, Meals & Mileage		\$10.06
	001-000-210-521-10-43-00	Police-NW Law Enforcement Command College Dinner		
		Lodging, Meals & Mileage		\$15.60
	001-000-210-521-10-43-00	Police-NW Law Enforcement Command College Dinner		
	Total 031416 4829 Martinez			\$55.39
	031416 5176 Redd			
	March Purchases			
	001-000-246-558-70-49-00	Miscellaneous		\$19.76
		MIDRT-Refreshments for Meeting		
	Total 031416 5176 Redd			\$19.76
	031416 7970 Hanis			
	March Purchases			
	001-000-270-576-80-31-09	Plotter Supplies		\$15.20
		PW Split-Plotter Paper		
	101-000-000-542-90-31-10	Plotter Costs		\$15.20
		PW Split-Plotter Paper		
	401-000-000-534-80-31-10	Plotter supplies		\$15.20
		PW Split-Plotter Paper		
	407-000-000-535-80-31-10	Plotter Supplies		\$15.20
		PW Split-Plotter Paper		
	410-000-000-531-10-31-10	Plotter Supplies		\$15.21
		PW Split-Plotter Paper		
	Total 031416 7970 Hanis			\$76.01
	031416 9074 McGraw			
	March Purchases			
	001-000-210-521-10-31-00	Operating Supplies		\$19.23
		Police-Cleaning Supplies		
	001-000-214-521-20-42-03	Police Postage		\$6.74
		Police-Postage		
	001-000-214-521-20-42-03	Police Postage		\$6.74
		Police-Postage		
	Total 031416 9074 McGraw			\$32.71
	031416 9871 Del Santo			
	March Purchases			
	001-000-270-576-80-48-02	Parks Maintenance Repairs		\$135.20
		Parks-Covering for Skate Park Sign		
	Total 031416 9871 Del Santo			\$135.20

Vendor	Reference	Account Number	Date	Amount
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Total EFT Payment 4/13/2016 9:42:29 AM - 1

\$960.12
\$960.12

Total First Bankcard
Washington State Department of Revenue

EFT Payment 4/8/2016 4:58:02 PM - 1

2016 - April - Pre-Council Month End EFT 4/30/16

033116 WSTDOR

March Excise Tax

001-000-181-518-30-35-00	Small Tools & Equipment	\$2.15
001-000-270-362-40-00-00	Gym Rental -Teen Programs/hourly rental	\$133.00
001-000-280-536-20-54-00	Cemetery Sales Excise Tax	\$13.50
401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$2,784.18
401-000-000-534-80-44-01	State of WA Utility Excise Tax	\$26.49
407-000-000-535-80-44-01	State of WA Excise Tax	\$789.06
407-000-000-535-80-44-01	State of WA Excise Tax	\$0.90
410-000-000-531-10-44-01	WA St Excise Taxes	\$458.20

Total 033116 WSTDOR

Total EFT Payment 4/8/2016 4:58:02 PM - 1

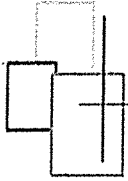
Total Washington State Department of Revenue

Grand Total

Vendor Count

2

\$4,207.48
\$4,207.48
\$4,207.48
\$5,167.60



Register

Fiscal: 2016

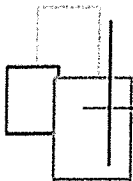
Deposit Period: 2016 - April

Check Period: 2016 - April - Pre-Council April 2nd Council

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>43375</u>	City of Black Diamond/Retained Funds	4/6/2016	\$7,024.02
<u>43376</u>	Iversen and Sons, Inc.	4/6/2016	\$133,456.29
<u>43377</u>	Black Diamond Municipal Court	4/13/2016	\$554.83
<u>43432</u>	Dan Dal Santo	4/13/2016	\$55.23
	Total		\$141,090.37

The diagram shows a large square with a side length of 1. Inside it, there is a smaller square with a side length of 1/2. The smaller square is positioned such that its bottom-left corner is at the center of the larger square. The labels are placed to the right of their respective squares.

Execution Time: 7 second(s)



Register

Fiscal: 2016

Deposit Period: 2016 - April

Check Period: 2016 - April - 2nd Council

Number	Name	Print Date	Amount
Columbia Bank	390562401		
Check			
<u>43378</u>	ADT Security Services (PA)	4/21/2016	\$49.67
<u>43379</u>	AHBL, Inc.	4/21/2016	\$6,380.00
<u>43380</u>	Alex Tsaruk	4/21/2016	\$35.56
<u>43381</u>	APS, Inc	4/21/2016	\$369.24
<u>43382</u>	Black Diamond Auto Parts	4/21/2016	\$62.92
<u>43383</u>	Blumenthal Uniforms & Equipment	4/21/2016	\$37.83
<u>43384</u>	Bryant Tractor & Mower Inc	4/21/2016	\$27.01
<u>43385</u>	Cadman, Inc.	4/21/2016	\$540.18
<u>43386</u>	CDW Government, Inc	4/21/2016	\$5,177.74
<u>43387</u>	CHS/Cenex	4/21/2016	\$1,004.34
<u>43388</u>	City of Issaquah	4/21/2016	\$291.00
<u>43389</u>	Comcast (34744)	4/21/2016	\$231.14
<u>43390</u>	Comcast (PA)	4/21/2016	\$394.93
<u>43391</u>	Creative Product Sourcing	4/21/2016	\$195.43
<u>43392</u>	Cutters Supply Inc.	4/21/2016	\$10.81
<u>43393</u>	Enumclaw Chrysler Jeep	4/21/2016	\$322.24
<u>43394</u>	Ferrell's Fire Ext. Co. Inc.	4/21/2016	\$43.80
<u>43395</u>	HD Supply Waterworks, Ltd.	4/21/2016	\$4,472.77
<u>43396</u>	Honey Bucket/Northwest Cascade Inc.	4/21/2016	\$87.00
<u>43397</u>	HWA GeoSciences Inc.	4/21/2016	\$13,278.13
<u>43398</u>	Johnsons Home & Garden	4/21/2016	\$177.23
<u>43399</u>	King Co Radio Comm Services	4/21/2016	\$1,326.01
<u>43400</u>	KING COUNTY FINANCE	4/21/2016	\$43,459.02
<u>43401</u>	KING COUNTY TREASURER	4/21/2016	\$1,735.31
<u>43402</u>	Lab/Cor, Inc.	4/21/2016	\$800.00
<u>43403</u>	Lakeside Industries	4/21/2016	\$207.21
<u>43404</u>	Les Schwab Tire Ctr - MV	4/21/2016	\$61.09
<u>43405</u>	Lexipol LLC	4/21/2016	\$3,688.00
<u>43406</u>	Modular Space Corp	4/21/2016	\$5,412.63
<u>43407</u>	Morris Law PC	4/21/2016	\$12,386.00
<u>43408</u>	Northstar Chemical Inc.	4/21/2016	\$2,273.42
<u>43409</u>	O'Brien, Barton, & Hopkins, PLLP	4/21/2016	\$2,500.00
<u>43410</u>	Office Products Nationwide	4/21/2016	\$646.31
<u>43411</u>	Parametrix, Inc.	4/21/2016	\$2,784.97

<u>43412</u>	PMI Truck Bodies, Inc	4/21/2016	\$9,589.38
<u>43413</u>	Professional Service Industries, Inc.	4/21/2016	\$920.00
<u>43414</u>	Puget Sound Clean Air Agency	4/21/2016	\$827.75
<u>43415</u>	Puget Sound Energy	4/21/2016	\$8,060.50
<u>43416</u>	Rainier Asphalt & Concrete	4/21/2016	\$1,504.22
<u>43417</u>	Republic Services, Inc. #176	4/21/2016	\$665.08
<u>43418</u>	RH2 Engineering Inc.	4/21/2016	\$91.52
<u>43419</u>	Safe Security	4/21/2016	\$99.96
<u>43420</u>	Severson's Building Maint	4/21/2016	\$1,900.00
<u>43421</u>	Shred-It USA	4/21/2016	\$44.23
<u>43422</u>	TRM Wood Products Co. Inc.	4/21/2016	\$50.69
<u>43423</u>	US Bank Equipment Finance	4/21/2016	\$1,471.37
<u>43424</u>	VenTek International	4/21/2016	\$90.00
<u>43425</u>	Verizon Wireless	4/21/2016	\$1,606.58
<u>43426</u>	Voice of The Valley	4/21/2016	\$220.00
<u>43427</u>	Washington State Patrol	4/21/2016	\$546.00
<u>43428</u>	Washington State Treasurer	4/21/2016	\$10,347.92
<u>43429</u>	Water Management Laboratories, Inc.	4/21/2016	\$131.00
<u>43430</u>	West Coast Awards	4/21/2016	\$14.78
<u>43431</u>	Yakima County Dept. of Corrections	4/21/2016	\$2,573.25
		Total	\$151,223.17

Weighted front

Average posterior

Execution Time: 9 second(s)

Vendor	Invoice Number	Reference	Account Number	Description	Amount
City Hall-Postage Machine Supplies					
Total APS, Inc	Total 43381				\$369.24
Black Diamond Auto Parts	43382				\$369.24
	409431			2016 - April - 2nd Council	
				March Purchase	
			001-000-270-576-80-48-03	Vehicle Mtc. & Repair	\$2.37
			001-000-280-536-20-48-03	Vehicle Maintenance & Repair	\$1.18
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$13.01
			401-000-000-534-80-48-03	Vehicle Maintenance	\$14.19
			407-000-000-535-80-48-04	Vehicle Maintenance	\$14.19
			410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$14.19
Total 409431	410007				\$59.13
				March Purchase	
			001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$3.79
				Police-Marine Maintenance	
Total 410007					\$3.79
Total Black Diamond Auto Parts	Total 43382				\$3.79
Blumenthal Uniforms & Equipment	43383				\$62.92
	005137728			2016 - April - 2nd Council	\$62.92
			001-000-210-521-10-31-04	Uniforms	\$37.83
				Police-Embroidered Patch, Printed Emblem	
Total 005137728					\$37.83
Total Blumenthal Uniforms & Equipment	Total 43383				\$37.83
Bryant Tractor & Mower Inc	43384				\$37.83
	60700			2016 - April - 2nd Council	
			001-000-270-576-80-48-03	Vehicle Mtc. & Repair	\$1.09
			001-000-280-536-20-48-03	Vehicle Maintenance & Repair	\$0.54
			101-000-000-543-33-48-03	Street Share-Vehicle & Eq Mtc Costs	\$5.94
			401-000-000-534-80-48-03	Vehicle Maintenance	\$6.48
			407-000-000-535-80-48-04	Vehicle Maintenance	\$6.48

Vendor	Number	Reference	Account Number	Description	Amount
Total Bryant Tractor & Mower Inc Cadman, Inc.	Total 43384	Total 60700	410-000-000-531-10-48-04	Vehicle Maintenance & Repair	\$6.48
					\$27.01
					\$27.01
					\$27.01
Total 43385	5385406		2016 - April - 2nd Council		
Total 43386	5385407		2016 - April - 2nd Council		
Total 43385	5385407		2016 - April - 2nd Council		
Total 43386	5385407		2016 - April - 2nd Council		
Total 43386	5385407		2016 - April - 2nd Council		
Total 43386	5385407		2016 - April - 2nd Council		
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Total 43386	5385407		2016 - April - 2nd Council		
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Total 43386	5385407		2016 - April - 2nd Council		
Total 43386	5385407		2016 - April - 2nd Council		
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Vendor	Number	Reference	Account Number	Description	Amount
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CHS/Cenex 43387

033116 CHS 2016 - April - 2nd Council

March Fuel		
001-000-180-518-50-32-01	Fuel-Central Services	\$205.00
001-000-181-518-30-32-00	Fuel	\$59.00
001-000-210-521-10-32-00	Fuel	\$13.00
001-000-246-558-70-32-00	Fuel	\$63.77
001-000-270-576-80-32-00	Fuel	\$26.54
001-000-280-536-20-32-00	Fuel	\$13.27
101-000-000-543-50-32-00	Fuel	\$145.99
401-000-000-534-80-32-00	Fuel	\$159.25
407-000-000-535-80-32-00	Fuel	\$159.26
410-000-000-531-10-32-00	Fuel	\$159.26
Total 033116 CHS		\$1,004.34

Total 43387
Total CHS/Cenex
City of Issaquah 43388

04-50008140 2016 - April - 2nd Council

February Jail Services		
001-000-211-523-60-49-00	Jail Costs	\$291.00
Police		
Total 04-50008140		\$291.00

Total 43388
Total City of Issaquah
Comcast (34744) 43389

8498 34 014 01235628 032616 2016 - April - 2nd Council
April 5 to May 4, 2016 Services
001-000-254-518-20-42-00 Facilities-Communication
Total 8498 34 014 01235628 032616

Total 43389
Total Comcast (34744)
Comcast (PA) 43390

41949182 2016 - April - 2nd Council

March Services		
001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$55.29
001-000-254-518-20-42-00	Facilities-Communication	\$236.96
101-000-000-542-90-42-01	Telephone/DSL/Radios	\$25.67
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$25.67
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$25.67

Vendor Number	Reference	Account Number	Description	Amount
Total 43390 Creative Product Sourcing 43391	Total 41949182	410-000-000-531-10-42-00	Telephone/DSL/Radios	\$25.67 \$394.93 \$394.93
Total 43391 Cutters Supply Inc. 43392	92674 Total 92674	2016 - April - 2nd Council 001-000-216-521-30-31-00	DARE Supplies Police-DARE Elementary Packs	\$195.43 \$195.43 \$195.43
Total 43392 Enumclaw Chrysler Jeep 43393	93837 Total 93837	2016 - April - 2nd Council 001-000-270-576-80-31-03	Operating Supplies Parks-Fuel Shut-off	\$10.81 \$10.81 \$10.81
Total 43393 Ferrell's Fire Ext. Co. Inc. 43394	6051153/1 Total 6051153/1	2016 - April - 2nd Council 001-000-210-521-10-48-01	Vehicle Maintenance & Repair Police-Pool Car Safety Recall/Electrical Repairs	\$322.24 \$322.24 \$322.24
Total 25730 25780	Total 25730 25780	2016 - April - 2nd Council Annual Inspections 001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$21.90 \$21.90
		Annual Inspections 001-000-270-576-80-48-01 001-000-280-536-20-48-01 101-000-000-543-33-48-02 401-000-000-534-80-48-01 407-000-000-535-80-48-00	Parks Shrd Rep & Mtc Shops Ceme Shrd Mtc. & Rep. Shops Street Share-Shop Costs Repair & Maint Shops Sewer Infil. Repair & Maintenance	\$1.75 \$0.42 \$3.29 \$5.48 \$5.48

Voucher Number	Reference Number	Account Number	Description	Amount
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Johnsons Home & Garden
43398

2016 - April - 2nd Council

403284	401-000-000-534-80-31-01	Operating Supplies	\$21.44
	Water Funds-Bleach		
Total 403284			\$21.44
403416	402-000-003-594-34-63-06	Springs/Task 3- Engineering	\$19.49
	PVC Pipe, Primer, Fittings, and Swivel		
Total 403416			\$19.49
403625	001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$9.32
	Gym-Duck Tape		
Total 403625			\$9.32
403647	401-000-000-534-80-31-01	Operating Supplies	\$83.05
	PW-Plug Drain, Metal Tool Boxes		
Total 403647			\$83.05
403710	401-000-000-534-80-31-01	Operating Supplies	(\$21.99)
	PW-Return of Tool Box, Bleach		
Total 403710			(\$21.99)
403733	001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$17.29
	Gym-Standard Key		
Total 403733			\$17.29
403852	401-000-000-534-80-31-01	Operating Supplies	\$48.63
	Water Funds-Adapter and Elbow		
Total 403852			\$48.63
Total 43398			\$177.23
Total Johnsons Home & Garden			\$177.23
King Co Radio Comm Services			\$177.23
43399	2016 - April - 2nd Council		
10846	March Services		\$1,326.01
	001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,326.01
Total 10846			\$1,326.01
Total 43399			\$1,326.01
Total King Co Radio Comm Services			\$1,326.01

Voucher Number	Reference	Account Number	Amount
KING COUNTY FINANCE			
43400			

30013228

2016 - April - 2nd Council

April Services
407-000-000-535-80-41-04 Metro Sewer Charges

\$43,459.02
\$43,459.02
\$43,459.02
\$43,459.02

Total 43400
Total KING COUNTY FINANCE
KING COUNTY TREASURER
43401

033116 KCT CV

2016 - April - 2nd Council

March Crime Victims
633-000-000-586-00-00-01 Treasurers Trust Court
Court Remittance

\$149.38
\$149.38

Total 033116 KCT CV
2016 KCT PT

2016 King County Property Taxes

001-000-180-518-90-49-00	Miscellaneous	\$10.90
001-000-180-518-90-49-00	Miscellaneous	\$14.18
001-000-180-518-90-49-00	Miscellaneous	\$12.42
001-000-180-518-90-49-00	Miscellaneous	\$10.91
001-000-180-518-90-49-00	Miscellaneous	\$17.04
001-000-180-518-90-49-00	Miscellaneous	\$12.25
001-000-180-518-90-49-00	Miscellaneous	\$11.02
001-000-180-518-90-49-00	Miscellaneous	\$13.12
001-000-180-518-90-49-00	Miscellaneous	\$12.55
001-000-180-518-90-49-00	Miscellaneous	\$10.91
001-000-180-518-90-49-00	Miscellaneous	\$13.55
001-000-270-576-80-49-00	Miscellaneous	\$38.53
001-000-270-576-80-49-00	Miscellaneous	\$13.29
001-000-270-576-80-49-00	Miscellaneous	\$18.00
001-000-270-576-80-49-00	Miscellaneous	\$10.96
001-000-270-576-80-49-00	Miscellaneous	\$34.48
001-000-270-576-80-49-00	Miscellaneous	\$28.96
001-000-280-536-20-49-00	Miscellaneous	\$13.17
001-000-530-522-10-49-00	KC Prop Tax	\$1,163.21
001-000-530-522-10-49-00	KC Prop Tax	\$12.45
401-000-000-534-80-49-01	Miscellaneous	\$13.03
401-000-000-534-80-49-01	Miscellaneous	\$12.83
401-000-000-534-80-49-01	Miscellaneous	\$10.93
401-000-000-534-80-49-01	Miscellaneous	\$10.87
401-000-000-534-80-49-01	Miscellaneous	\$11.02
401-000-000-534-80-49-01	Miscellaneous	\$44.37

Voucher Number	Reference	Account Number	Description	Amount
Total 43401				\$10.98
Total KING COUNTY TREASURER				\$1,585.93
Lab/Cor, Inc.				\$1,735.31
43402			Miscellaneous	\$1,735.31
Total 2016 KCT PT				
410-000-000-631-10-49-00				
Total 43402				\$800.00
Total Lab/Cor, Inc.				\$800.00
Lakeside Industries				\$800.00
43403				\$800.00
Total 43403				\$207.21
Total Lakeside Industries				\$207.21
Les Schwab Tire Ctr - MV				\$207.21
43404				\$207.21
Total 43404				\$61.09
Total Les Schwab Tire Ctr - MV				\$61.09
Lexipol LLC				\$61.09
43405				\$61.09
Total 43405				\$3,688.00
Total Lexipol LLC				\$3,688.00

Vendor	Number	Reference	Account Number	Description	Amount
Modular Space Corp					
	43406			2016 - April - 2nd Council	
		501545323			
			April Rental		
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.06
		Total 501545323			\$1,958.06
		501545332			
			April Rental		
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.57
		Total 501545332			\$3,454.57
Total Modular Space Corp	43406				\$5,412.63
Morris Law PC					
	43407			2016 - April - 2nd Council	
		033116 ML			
			March Services		
			001-000-150-515-30-41-01	Legal Services-General Govt	\$4,197.60
			001-000-150-515-30-41-10	Legal Lawsuits/Other Charges	\$2,442.00
			001-000-150-515-30-41-17	Legal Costs-Public Disclosure	\$418.00
			001-000-240-558-51-41-07	Enunclaw School Pjt-Leg. Adv, Staff Costs	\$88.00
			001-000-257-558-70-41-00	MDRT Legal Services	\$110.00
			101-000-000-543-30-41-05	Legal Costs	\$932.80
			401-000-000-534-80-41-04	Legal Svcs	\$1,399.20
			407-000-000-535-80-41-09	Legal Costs	\$1,399.20
			410-000-000-531-10-41-01	Legal Costs	\$1,399.20
		Total 033116 ML			\$12,386.00
Total Morris Law PC	43407				\$12,386.00
Northstar Chemical Inc.					
	43408			2016 - April - 2nd Council	
		83040			
			401-000-000-534-80-31-03	Caustic	\$2,273.42
			Water Funds-Sodium Hydroxide		
		Total 83040			\$2,273.42
Total Northstar Chemical Inc.	43408				\$2,273.42
O'Brien, Barton, & Hopkins, PLLP					
	43409			2016 - April - 2nd Council	
		50076			
			March Services		
			001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00
		Total 50076			\$2,500.00
Total O'Brien, Barton, & Hopkins, PLLP	43409				\$2,500.00

Vendor	Number	Reference	Account Number	Description	Amount
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Office Products Nationwide

43410

2016 - April - 2nd Council

835904-0

March Purchase		
001-000-210-521-10-31-00	Operating Supplies	\$220.03
Police Office Supplies		
Total 835904-0		\$220.03

March Purchase

001-000-180-518-90-31-00	Office Supplies City Hall	\$350.28
City Hall Office Supplies		
001-000-180-518-90-31-00	Office Supplies City Hall	\$12.66
City Hall Office Supplies		
001-000-181-518-30-31-00	Office & Operating Supplies	\$38.00
Facilities Office Supplies		
001-000-240-558-51-31-00	Office & Operating Supplies	\$12.67
CD/PW Office Supplies		
001-000-246-558-70-31-00	Office Supplies	\$12.67
MDRT Office Supplies		

Total 836785-0

Total 43410
Total Office Products Nationwide
Parametrix, Inc.

43411

2016 - April - 2nd Council

01-76379

Pass-Thru On Call Work		
001-000-240-558-60-41-01	Prof Serv- Pass Thru Reimbursement	\$1,110.08
Diamond Ridge LLA PLN15-0043		
Total 01-76379		\$1,110.08

Total 01-76641

January 3 to January 30, 2016 Services		
001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,674.89
The Villages Ph1A Resubmittal		

Total 01-76641

Total 43411
Total Parametrix, Inc.
PMI Truck Bodies, Inc
43412

15907

2016 - April - 2nd Council

510-000-200-594-48-64-09	4-Wheel Drive Truck	\$9,589.38
PV-Install Truck Cargo Box Area, Lining, Install Amber Lights		

Total 15907

Total 43412
Total PMI Truck Bodies, Inc

\$9,589.38
\$9,589.38
\$9,589.38

Execution Time: 10 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
Professional Service Industries, Inc.					
	43413	00431368		2016 - April - 2nd Council	
			March Services		\$920.00
			404-000-009-594-34-63-00	Downtown Water Repl Proj	
				Downtown Water Main Replacement Project	
		Total 00431368			\$920.00
Total 43413					
Professional Service Industries, Inc.					
	43414	16-0165 050116 PSCA		2016 - April - 2nd Council	
		Quarter 2 2016			
		001-000-182-553-70-41-00		PS Clean Air Assmt	\$827.75
		Total 16-0165 050116 PSCA			\$827.75
Total 43414					
Puget Sound Clean Air Agency					
	43415	040516 PSE		2016 - April - 2nd Council	
			March 3 to April 1, 2016 Services		
			001-000-212-521-50-47-00	Electric/gas	\$75.59
			001-000-212-521-50-47-00	Electric/gas	\$101.63
			001-000-212-521-50-47-00	Electric/gas	\$456.04
			001-000-254-518-20-47-00	Facilities-Utilities	\$256.95
			001-000-254-518-20-47-00	Facilities-Utilities	\$668.90
			001-000-270-575-30-47-00	Museum Electric/Gas	\$335.99
			001-000-270-575-51-47-00	Gym- Electricity and Gas	\$277.62
			001-000-270-576-80-47-00	Electric/Gas	\$4.04
			001-000-270-576-80-47-00	Electric/Gas	\$32.70
			001-000-280-536-20-47-00	Electric/Gas	\$2.02
			101-000-000-542-63-47-01	Street Lighting	\$48.54
			101-000-000-542-63-47-01	Street Lighting	\$2,323.21
			101-000-000-542-63-47-01	Street Lighting	\$14.37
			101-000-000-542-63-47-01	Street Lighting	\$28.56
			101-000-000-542-63-47-01	Street Lighting	\$229.61
			101-000-000-543-31-47-00	Electric/Gas	\$22.22
			401-000-000-534-80-47-00	Electric/Gas	\$24.24
			401-000-000-534-80-47-00	Electric/Gas	\$26.45
			401-000-000-534-80-47-00	Electric/Gas	\$710.29
			401-000-000-534-80-47-00	Electric/Gas	\$2,233.03
			407-000-000-535-80-47-00	Electric/Gas	\$94.68
			407-000-000-535-80-47-00	Electric/Gas	\$24.24
			407-000-000-535-80-47-00	Electric/Gas	\$32.73

[illegible]

Vendor	Number	Reference	Account Number	Description	Amount
Safe Security					
	43419	15280687	2016 - April - 2nd Council		
			March and April Services		\$99.96
			101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	
			Monthly Monitoring Fee		\$99.96
		Total 15280687			\$99.96
Total Safe Security	Total 43419				\$99.96
Severson's Building Maint	43420	581281	2016 - April - 2nd Council		
			March Services		
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$675.00
			001-000-254-518-20-49-01	Facilities Building Custodial	\$450.00
		Total 581281			\$1,125.00
		581282			
			March Services		
			001-000-212-521-50-41-03	Police Custodial Cost	\$625.00
		Total 581282			\$625.00
		581283.			
			March Services		
			001-000-254-518-20-49-01	Facilities Building Custodial	\$150.00
		Total 581283.			\$150.00
Total Severson's Building Maint	Total 43420				\$1,900.00
Shred-It USA	43421	9410002699	2016 - April - 2nd Council		
			March Services		
			001-000-120-512-50-49-04	Shredding Services	\$14.74
			001-000-180-518-90-49-04	Shredding Services	\$14.75
			001-000-210-521-10-49-05	Shredding Services	\$14.74
		Total 9410002699			\$44.23
					\$44.23
Total Shred-It USA	Total 43421				\$44.23
TRM Wood Products Co. Inc.	43422	328490	2016 - April - 2nd Council		
			March Purchase		
			001-000-210-521-10-49-01	Training	\$50.69

Vendor	Number	Telephone	Account Number	Description	Amount
				Police-Target Practice Materials	
	Total 43422				\$50.69
Total TRM Wood Products Co. Inc.					\$50.69
US Bank Equipment Finance	43423				\$50.69
				2016 - April - 2nd Council	
	301098117				
				March 20 to April 20, 2016 Services	
				001-000-210-521-10-45-00	\$193.03
				001-000-248-594-18-64-00	\$193.03
				001-000-254-518-20-45-04	\$1,085.31
				Lease Payments - US Bank/Copier	\$1,471.37
				MDRT-Computer/Printer	\$1,471.37
				Facilities Copier Maint Lease	\$1,471.37
Total 43423					\$1,471.37
Total US Bank Equipment Finance					\$1,471.37
VenTek International	43424				\$1,471.37
				2016 - April - 2nd Council	
	46678				
				Monthly Subscription	
				001-000-270-576-80-41-02	\$90.00
				Venue Pay Station	\$90.00
				Parks-Lk Sawyer	\$90.00
Total 46678					\$90.00
Total VenTek International					\$90.00
Verizon Wireless	43425				\$90.00
				2016 - April - 2nd Council	
	9761902651				
				March 11 to April 10, 2016 Service	
				001-000-214-521-20-42-00	\$760.79
				Police Telephone/DSL/Air Cards	\$760.79
				Police-Cell Phones	\$760.79
Total 9761902651					\$760.79
9762729753					
				March 24 - April 23, 2016 Services	
				001-000-110-511-60-42-00	\$40.01
				Communications	(\$28.48)
				001-000-130-513-10-42-00	\$314.14
				Telephone/DSL	\$314.14
				001-000-214-521-20-42-00	\$37.46
				Police Telephone/DSL/Air Cards	\$37.46
				001-000-240-558-51-42-00	\$81.26
				Telephone	\$55.32
				001-000-246-558-70-42-01	\$13.84
				Telephones	\$6.92
				001-000-254-518-20-42-00	\$76.14
				Facilities-Communication	
				001-000-270-576-80-42-00	
				Telephone/DSL/Radios	
				001-000-280-536-20-42-00	
				Telephone, DSL & Radios	
				101-000-000-542-90-42-01	
				Telephone/DSL/Radios	

Vendor	Number	Reference	Account Number	Description	Amount
Total Verizon Wireless Voice of The Valley 43426	Total 43425		401-000-000-534-80-42-00 407-000-000-535-80-42-00 410-000-000-531-10-42-00	Telephone/DSL/Radios Telephone/DSL/Radios Telephone/DSL/Radios	\$83.06 \$83.06 \$83.06 \$845.79 \$1,606.58 \$1,606.58
		Total 9762729753			
Total 43426	18044		001-000-240-558-60-41-75	Advertising	\$220.00
			CD Planning-Notice of Application Site Approval		
Total 43426 Washington State Patrol 43427	Total 18044				\$220.00 \$220.00 \$220.00
	00060181		001-000-214-521-20-42-02	WSP Access	\$534.00
			Police-ACCESS User Fee		
	Total 00060181 116006834				\$534.00
			001-000-180-518-90-49-00	Miscellaneous	\$12.00
	Total 116006834		Background Check for Solicitors License		\$12.00
Total 43427 Washington State Patrol Washington State Treasurer 43428					\$12.00 \$546.00 \$546.00
			2016 - April - 2nd Council		
	033116 WST BLDG		Quarter 1 2016		
			633-000-000-586-10-00-00	State Remit-Bldg Permit Fees	\$67.50
	Total 033116 WST BLDG 033116 WST CRT				\$67.50
			March Court Remittance		
			633-000-000-586-00-00-01	Treasurers Trust Court	\$10,280.42
	Total 033116 WST CRT				\$10,280.42
Total 43428 Washington State Treasurer Water Management Laboratories, Inc. 43429					\$10,347.92 \$10,347.92 \$10,347.92
	147801		2016 - April - 2nd Council		
			March Services		
			401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00

Execution Time: 10 second(s)

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Voucher Directory

Vendor Number	Reference	Account Number	Description	Amount
	Total 147801		Water Funds-Total Collform MMO-MUG	\$21.00
	147971			
		March Services		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$47.00
	Total 147971		Pick Up Fee, Total Collform MMO-MUG	
	148519			\$47.00
		April Services		
		401-000-000-534-80-41-02	Water Testing and Sampling	\$63.00
	Total 148519			\$63.00
				\$131.00
				\$131.00
Total Water Management Laboratories, Inc.				
West Coast Awards				
43430				
	26437			
		2016 - April - 2nd Council		
		001-000-180-518-90-31-00	Office Supplies City Hall	\$14.78
			Planning Commission Name Plates	
	Total 26437			\$14.78
				\$14.78
				\$14.78
Total West Coast Awards				
Yakima County Dept. of Corrections				
43431				
		2016 - April - 2nd Council		
	030416 YC DOC			
		February Jail Services		
		001-000-211-523-60-49-00	Jail Costs	\$2,573.25
			Police-Housing 2 inmates at 36 Days	
	Total 030416 YC DOC			\$2,573.25
				\$2,573.25
				\$2,573.25
Total Yakima County Dept. of Corrections				
Grand Total				
	Vendor Count			
				54
				\$151,223.17

Execution Time: 10 second(s)

March 2016 Payroll Register

Check Number	Name	Fiscal Description	Amount
<u>18799</u>	Employee Paper Paycheck	2016 - March - Month End	\$692.00
<u>18800</u>	Employee Paper Paycheck	2016 - March - Month End	\$1,180.53
<u>18801</u>	Employee Paper Paycheck	2016 - March - Month End	\$5,549.59
<u>18802</u>	Employee Paper Paycheck	2016 - March - Month End	\$966.80
<u>18803</u>	Employee Paper Paycheck	2016 - March - Month End	\$3,616.47
<u>18804</u>	AWC Employee Benefit Trust	2016 - March - Month End	\$35,097.56
<u>18805</u>	AWC Employee Benefit Trust	2016 - March - Month End	\$2,789.76
<u>18806</u>	BD Police Officers Association	2016 - March - Month End	\$600.00
<u>18807</u>	City of Black Diamond Flex	2016 - March - Month End	\$80.00
<u>18808</u>	Dept of Labor and Industries	2016 - March - Month End	\$2,966.39
<u>18809</u>	Dept of Retirement Systems	2016 - March - Month End	\$27,397.37
<u>18810</u>	Employment Security Dept	2016 - March - Month End	\$753.86
<u>18811</u>	King County Superior Court Clerk	2016 - March - Month End	\$1,593.15
<u>18812</u>	Pierce County Superior Court Clerk	2016 - March - Month End	\$1,527.00
<u>18813</u>	Teamsters Local 117	2016 - March - Month End	\$768.09
<u>18814</u>	Trusteed Plans Service CP LTD	2016 - March - Month End	\$864.51
<u>18815</u>	Washington State Treasurer	2016 - March - Month End	\$3,425.00
<u>18816</u>	AWC Employee Benefit Trust	2016 - March - Month End	\$1,085.17
<u>18817</u>	Joseph Kaufman Leoff 1 medical	2016 - March - Month End	\$115.40
<u>18818</u>	Dept of Labor and Industries Volunteers	2016 - March - Month End	\$73.57
<u>ACH March 2016</u>	City of Black Diamond Taxes	2016 - March - Month End	\$50,675.62
<u>ACH March 31, 2016</u>	Aflac	2016 - March - Month End	\$128.44
<u>March 2016 Draw</u>	Payroll Vendor	2016 - March - Month End	\$32,385.00
<u>March 2016 Payroll</u>	Payroll Vendor	2016 - March - Month End	\$84,969.91
			\$259,301.19

BLACK DIAMOND CITY COUNCIL SPECIAL MTG MINUTES

March 2, 2016

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Pro-Tem Morgan called the special meeting to order at 7:01 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Morgan, Edelman, Weber and Pepper.

ABSENT: Mayor Benson

Staff present: Jamey Kiblinger, Police Chief and Brenda L. Martinez, City Clerk.

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to remove item 6 and the executive session from tonight's agenda. Motion **passed** with all voting in favor (5-0).

Councilmember Edelman asked that the vouchers be pulled from the consent agenda for discussion.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

A **motion** was made by Councilmember Weber and **seconded** by Councilmember Edelman to adopt the Consent Agenda.

Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

CONSENT AGENDA:

Minutes – Council Special Joint Meeting of February 9, 2016 and Council Meeting of February 18, 2016

Councilmember Edelman discussed with Council certain vouchers that were brought up at the Budget/Finance/Administration Council Committee meeting. She also discussed the City passing the two year audit with flying colors.

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Weber to adopt the Claim Checks as presented. Motion **passed** with all voting in favor (5-0).

Claim Checks - March 3, 2016 - No. 43229 through No.43279 and EFTs in the amount of \$116,384.78

PUBLIC COMMENTS:

Jason Seth, Black Diamond discussed the public comment period and noted sending Councilmembers at least three emails and has not received any response other than from the City Clerk. He discussed meeting date changes not being very helpful to the citizens who do not have internet access. He continued to read his written comments into the record which are attached and incorporated into the minutes.

George McPherson, Black Diamond read his written comments into the record which are attached and incorporated into the minutes.

Erwin Pace, Kent distributed to the Clerk and Councilmembers public record requests and then discussed the details in those requests. He also noted he will send these requests electronically.

Bill Bryant, Black Diamond commented on the City having a Council and Mayor to do what the people in Black Diamond really want – the community does not want a lot of development real quick. He also discussed the Council is trying to do their best especially the newly elected. He added elected officials need to follow what the people really want. He does not want massive development and that is why he lives in Black Diamond.

Robbin Taylor, Black Diamond asked why the meeting for tomorrow night was cancelled and scheduled for a special meeting tonight and noted the agendas being different. She stated she was told at the Budget/Finance/Administration Committee meeting to ask her question tonight by the Mayor Pro-Tem and that is why she is asking. She further commented that in the spirit of open and transparent government she believes we (citizens) deserve an answer.

Councilmember Morgan noted the Council meeting is the Council's meeting and there were items put on the agenda that were not approved and in accordance with Council Rules and that is why they needed to cancel the meeting for tomorrow night.

Mrs. Taylor continued speaking and discussed Council having the ability to remove items from the agenda just as was done tonight. She further discussed the differences between the two published agendas for the March 3rd regular meeting and the March 2nd special meeting and noted the recycling grant not moving forward.

Dave Ambur, Lake 12 noted the hammer and sickle have come down on the people not flying their flag and commented it being very disappointing and does not believe this was what was expected by the people when they were elected.

Councilmember Deady discussed an email that was sent to her by Councilmember Pepper regarding the reason for the March 3rd cancellation and also an email she received today. She continued to read from her written comments which are attached and incorporated into the minutes.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

Resolution No. 16-1076, confirming the Mayor's appointment to the Planning Commission Position #1

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1076, confirming the Mayor's Planning Commission appointment of Richard LaConte to the Black Diamond Planning Commission Position #1. Motion **passed** with all voting in favor (5-0).

Resolution No. 16-1077, confirming the Mayor's appointment to the Planning Commission Position #2

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1077, confirming the Mayor's Planning Commission appointment of Tori Ammons to the Black Diamond Planning Commission Position #2. Motion **passed** with all voting in favor (5-0).

Resolution No. 16-1078, confirming the Mayor's appointment to the Planning Commission Position #5

A **motion** was made by Councilmember Pepper and **seconded** by Councilmember Weber to adopt Resolution No. 16-1078, confirming the Mayor's Planning Commission appointment of Tom Ekberg to the Black Diamond Planning Commission Position #5. Motion **passed** with all voting in favor (5-0).

NEW BUSINESS: None

DEPARTMENT REPORTS: None

MAYOR'S REPORT: None

COUNCIL REPORTS:

Councilmember Deady – no report.

Councilmember Edelman asked Councilmembers Morgan, Pepper and Weber questions that are attached and incorporated into the minutes. She also discussed why the City Attorney could not be present tonight and having to come back from an important family event to attend this meeting. She discussed why the recycling event material was pulled

from the agenda. She discussed the developments and the city having a legally binding contract and will follow the law. She discussed the committee meetings and noticing of them. She asked the Council to start working with the Mayor and us Councilmembers (Deady, Edelman) as it appears that if we don't play your way (Weber, Pepper, Morgan) than they don't get to play at all and that's not how this government its suppose to work.

Councilmember Weber reported attending the joint Council/Planning Commission special meeting, two Budget/Finance/Administration Committee meetings, and a Growth Management Committee meeting where they got to meet and talk with the three planning commission candidates. He believes the three new planning commission members will do an excellent job. He further stated that as far as council workings there are things that unfortunately can't be made or not maybe legally made public so all he's asking is that he understands it seems out of joint, crazy and they are working to get everything straightened out. He noted understanding they work for all the citizens regardless of who voted for them and that's their place. As far as all the rhetorical constant hammering of breaking laws, legal meetings, and collusion and all that it's getting pretty old.

Councilmember Pepper read an excerpt from AWC manual "Whose meeting is it anyway?", "Who determines the agenda content?". These excerpts are attached and incorporated into the minutes.

She further stated she has always believed that rules should be clear, fair and followed. The Council has authority to adopt its own rules of procedure. Council has the authority to set its own agenda and when the Mayor refused to accept this fact the Council had no other choice than to cancel this meeting and call for a special meeting of the Council. She noted a special meeting has a specific agenda that is approved by the signature of three Councilmembers and cannot be changed by the Mayor. She further noted it was awkward and confusing to the public, but the problem was created when the Mayor asserted imaginary authority to put anything on the agenda she wanted. Not wanting to delay important City business, which is the approval of the commissioners we set the date of the Council meeting for the day before. She stated we must get past this pettiness. The rules are clear, they are fair, they are consistent with law and similar to many other local government and they should be followed. She further discussed the process for placement of items on the agenda and thanked citizens for coming out to the meeting.

Councilmember Edelman discussed the tenure of Councilmembers and the process and meeting times of committees prior to the reorganization of them. She further discussed how the process benefited Councilmembers as they reviewed packet material for upcoming meetings prior to placement on the agenda. She also discussed the communication Councilmembers had in the past and asked Councilmember Pepper to not Bcc when emailing as it can be confusing and to simply use "do not reply all".

Councilmember Deady commented on the right Council has to adopt their own rules. She noted the rules were never brought forward to her or Councilmember Edelman; they were never consulted and had nothing to do with the new rules that were written and adopted. She noted a workstudy needs to be held on these rules as was promised.

Councilmember Morgan stated there have been workstudies on these rules at her Government Operations and Administration Committee meetings.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Robbin Taylor, Black Diamond commented she believes the meeting was cancelled because the Mayor put on the agenda the recycling event. She reminded Council that RCW 35A.12.100 which is in the Council's rules of procedure and deals with the Mayor's authority. She referred to a part in that RCW that states "He or she shall report to the council concerning the affairs of the city and its financial and other needs, and shall make recommendations for council consideration and action". She discussed a committee meeting she attended where Mr. Derdowski was explaining the new rules and said it is customary when the Mayor presents anything to put it on the agenda. She feels it is not the Mayor who is doing the bickering and fighting it's the Council President. The Mayor has a duty to bring forth issues and the City is not Morgan, Weber, and Pepper – the City is the citizens and the government entity. She also discussed the budget and comments made by Councilmember Morgan regarding why she voted against passing the budget.

Jason Seth, Black Diamond continued to read into the record his written comments which were attached and incorporated into the minutes.

Erwin Pace, Kent wondered how he could get a copy of tonight's audio. City Clerk Martinez informed him the audio is usually posted the following day to the website.

ADJOURNMENT:

A **motion** was made by Councilmember Edelman and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor (5-0).

Meeting ended at 8:11:32 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

Talking points for 3/2 Council meeting.

Thank you Madame Mayor and Councilmembers for the opportunity to speak tonight. My name is Jason Seth and I reside in Black Diamond. I am curious why I never receive a response when I address the council? I have sent at least three maybe four emails to the Council. One was specifically addressed to the Budget/Finance/Administration Chair. No response. I've been told by community members (on Facebook of all places) that this new regime is all about public input and public involvement and providing opportunities for the public to share their thoughts and ideas with Council. But is that really happening? None of my inquiries, ideas, musings, thoughts or complaints have been acknowledged let alone addressed. Nothing, nada, zip, zilch.

So let's talk about meetings. Each of your new Council meetings have public comment periods listed on their agendas. That's a good thing. Constantly changing the dates, times and agendas of meetings? That's a bad thing. My first thought was to give you the benefit of the doubt. The Chairs of these committees are mostly new and maybe they just don't know what they are doing. Maybe they don't understand that "standing" committee means they should be conducted at regular, frequent, intervals at the same time and place. That they "stand" on the calendar. Like every other Monday at 6:30 p.m. Ad infinitum. So I was pleased when I attended a recent Budget/Finance/Administration meeting to learn that those meetings are now scheduled for every Monday prior to the Thursday council meeting. I understand that things happen and sometimes meetings are canceled but the meetings should be conducted fairly regularly. Do you want to know why they should be conducted regularly? Because not everyone in the community has access to the internet, or on the rare occasion like today, the City's internet might be down. So when you constantly and continually change the date and times of meetings you are actually doing a disservice to the community who would otherwise have shown up at the scheduled time.

And then let's talk about the meeting agendas. Who sets the agendas? I really don't understand the purpose of holding a meeting to discuss something that the administration has not asked you to approve or adopt or even brief you on. What is the purpose of meeting with an agenda simply stating "Public discussion about the items under this committee's purview?" As I mentioned in one of my emails, your duty is to conduct City business not Councilmember business. When and where do you decide on the agenda items? Some are referred in, but other items just magically appear? Do the three of you discuss what items to put on the agenda at some unknown, unnoticed, unpublished meeting? Do you email each other about it? I wouldn't think so since serial meetings are illegal under RCW 42.30.

Which leads me to tonight's council meeting. The meeting was originally scheduled for tomorrow night. Your Council rules allow three of you to call in and cancel the meeting. How does this procedure work? How do three of you know to call in? Do you call each other and discuss canceling the meeting? Do you email each other? What is the mechanism that alerts three of you to call Brenda and cancel a meeting? How does that work? And then I noticed the agenda for this meeting is actually different than the one that was set for tomorrow night? Who decided to change the agenda? Did the Mayor change it? I can understand if the Mayor changed it because the agenda belongs to the Administration up until the Council meeting begins. Black Diamond is an optional municipal code city with a strong mayor form of government. That means that the Mayor is the CEO. The City is a business and the Mayor is the Executive Officer. You all should know this. Policymakers do not have the authority to create an agenda. So I hope that is not what happened.

Moving on, I know Black Diamond has had Town Hall meetings in the past. In my opinion that is a great forum to discuss items that the administration has not brought to your attention. Another way for citizens to bring items to your attention is through the audience comment period of council meetings. Like I'm doing tonight. You are one of the rare cities to allow citizens two bites of the apple. Two comment periods in one meeting is not common.

And here on some thoughts about the last council meeting:

You may (or may not) be wondering why I care so much about the actions of this board. 1) I actually live here in Black Diamond. Although I understand the importance of outside voices, I want to make it clear that this body has the responsibility of representing those of us who actually live within Black Diamond's boundaries. It should be crystal clear that my opinion as an actual resident should have more weight than someone who either doesn't live here or who used to live here. If you do not think that's true then you should resign. Because whether or not I personally voted for any of you is not relevant. What is relevant is you are now my elected representatives. So you need to represent me. Someone you're your responsibility is to only represent those who hold a majority opinion. That is nonsense. You represent all of us equally. Those who agree with you AND those who don't.

I've been told that because I'm new I don't really understand what's going on. I would counter that, by saying I don't need to know every detail to recognize when Council is not conducting City business. I've only attended two other Council meetings and I can clearly recognize that Council has an agenda that is separate from that of the City, and in my opinion, a lot of residents. Council meetings are meant to be a place to do City business. The fact that you allow citizen comment at the meeting at all is a privilege (which I'm currently enjoying) but is not technically required. The reason it's not required is because citizens who have valid concerns and issues have other ways to communicate with you. I personally have sent all of you information from MRSC regarding Council meetings, Council authority, Mayor authority, and forms of government. I've spoken to a few of you on separate occasions. The point being that Council meetings are not necessarily the best forum to provide you with information. And as noted above, I was not acknowledged in any way.

Moving on. I have been "accused" of being new in town. I use the word accused because people think it's a bad thing. Let me tell you why I think being new in town is a good thing. 1) I don't carry a grudge, 2) I don't care who used to be on what "grassroots" group or not. 3) I don't kick dead horses around like it's a badge of honor. And 4) I simply want to see my government providing me with the appropriate services my neighbors and I deserve. I'm new because I moved here to get away from the things that were not right where I was at. My home in unincorporated King County was burglarized and it took the Sheriff's office over four hours to show up. I moved to Black Diamond because its police department has a reputation of providing excellent service. How could it not? There are 4,100 of us and eight or nine of them. I like that. I moved to Black Diamond because I want my kids to grow up in a place where it is okay to run around outside. I moved to Black Diamond because I wanted to live in a place where neighbors talked to each other and built relationships that last a life time. I moved to Black Diamond for that small town appeal that Ms. Morgan asked us to help define at a previous meeting. Lastly, I moved to Black Diamond, not away from it. I live here and need you to understand that my concerns have as much or more validity then someone who no longer lives here. Thank you.

-Jason Seth

I know all who are here tonight want to do their best for our city. There are differences of opinion that are keeping us apart. The big one seems to be the fact that a major housing development will bring about major changes. How can we address this together?

Several years ago areas of Black Diamond were placed within what is called an urban growth area. The purpose of this was to keep development from spreading to the east and to use infrastructure that is more readily available. Following that, property within the city was purchased by developers, the current one being Yarrow Bay and now an additional one called Crown. Over several years many city council meetings were held to determine rules and regulations as to how the newly annexed property would be developed. Discussion about this has been going on for a long time.

A group was formed to oppose the large development. This has led to polarization within the community and on the council. The developer has legally purchased lands within city limits and has worked with at least three councils to determine how to proceed. The question arises as to whether or not the developer can proceed. If the developer owns the land, has the proper permits, has followed all city rules and regulations, can the city say that the developer cannot go ahead? This is the question the current council must answer.

So---where do we go from here? Are we at impasse? We need to know what the plan is going forward. Is the city going to tell the developers they cannot develop their property? If so, what is the legal basis for this? To me that is the question. I believe the council must answer one way or the other.

George McPherson

creat your council rules.

From: James Deady

Why was Thursday meeting canceled?

Council member Pepper you sent out the email to all of council requesting the Thursday meeting to be canceled - ("Read papers")

All council members should know that a council member can make a motion to move an agenda item to a committee or just remove it for another day to be determined.

If you want to add a item onto the agenda two council members can request that be added to the agenda for discussion.

Residents that attend council meetings plan on them being the 1st & 3rd Thursday of the month. I also plan my weeks around council meetings so when the 3 of you cancel a meeting for no reason and schedule it for the day before it affects all of us trying to balance our daily life around your schedules. This is not

Chapter in code-taking 2.9 chapter to 1500.00

* Good Governing, Communication is poor. Being open & transparent is lacking with the 3 council members - Morgan, Pepper, & Weber.

* The agenda is not controlled by the council it is controlled by council member/President Pat Pepper. If this ~~was~~ truly was a council controlling the Agenda then at each council meeting we would discuss what will be on the next agenda and what will move to committees.

* per ECW -

* The mayor has the ability to add items onto the agenda. Then discuss them with council as the whole - Council then 1. makes a motion 2-adopt 2. makes motion to move it to a committee - 3. Does nothing -

Ready
and

no reason given on why to cancel the Thursday meeting - But council member Pepper, Morgan, Weber cancel

x Then schedule a meeting for Wednesday and again Pepper Morgan + Weber agree -

From my window it looks like the 3 of you are getting together and discussing city business.

△ Pat Lepper also sent out an email to cancel the workshops that are scheduled again the three council members.

Deady
can't
cancel

Brenda Martinez

From: Tamie Deady
Sent: Monday, February 29, 2016 8:45 AM
To: Brian Weber; Carol Benson; Brenda Martinez
Subject: March 3rd meeting

Good morning,

I would first like to state that I am not in support of cancelling a meeting just because!

1. I need a reason to support such a request. To send a email out asking to cancel with no reason seems crazy to me.
2. If one does not like what is on the agenda then a councilmember can make a motion to remove the item or items off of the agenda or just not vote on it.
3. Citizens have always known that council meetings are on the 1st and third Thursday of the month.
4. the Council agenda went out on Friday to all citizens via notice on the website or through email.
5. Canceling a regular council meeting and then scheduling one for the day before makes no sense!

If this meeting is cancelled I will bring this up at the next meeting.

Tamie Deady
Council member Position 1

Brenda Martinez

Response Today

(2) Deady
cont

From: Tamie Deady
Sent: Wednesday, March 02, 2016 4:28 PM
To: Brenda Martinez
Subject: FW: Regarding Meeting Cancellation this week

My printer is down. Could you print this for me please.

Thank you.
Tamie

canceling thursday-

From: Pat Pepper
Sent: Wednesday, March 02, 2016 2:51 PM
To: Tamie Deady
Subject: Regarding Meeting Cancellation this week

Hello Tamie,

I have heard a few questions from members of the community, and I realized it is important to know, and I want to share this info with you.

Regarding the cancellation of the Regular March 3 meeting: unfortunately, two city rules were broken by the Mayor's administration during the preparation for the Council's March 3 meeting.

It is the Council's meeting. The Council's process to have a Councilmember introduce any resolution was not followed. I offered to introduce any resolution from the Mayor or staff. I also saw Councilmember Edelman's on one of the agenda drafts next to the Recycling resolution, so I asked if the Clerk if Janie was the Council sponsor. Instead, the mayor insisted that staff's name be listed to introduce the item. So, I explained that Council items need a Council sponsor and offered to put my name on it. There was a simple, reasonable way available to the Mayor to follow the process. Through this process, the mayor is able to get any item that needs a Council decision onto the Council agenda.

Secondly, the agenda is subject to Council President approval and I let the mayor and clerk know that I did not approve it. I suggested the changes after which I would approve. This is the Council's meeting, and the Council controlling the agenda is reasonable. I anticipate that some might ask why the Council doesn't just make changes when the meeting starts. They can. But in general this is inefficient and poor public notice.

When the Mayor ignored the rules, and ordered the clerk to issue the Mayor's version of the Council agenda, I had no choice but to call for a meeting cancellation. I am very interested in getting the city's work done, so I called for a special meeting on a different day. At the time, I felt it necessary to be brief and not give the Mayor or attorney a reason to argue with the meeting cancellation or call. The last time they argued, a special meeting called for by the Council was not noticed. That instance was in direct violation of state law, which says a majority of the Council can call a meeting.

Pat Pepper

Brenda Martinez

Cancel meeting

*/ Deady
court*

From: Pat Pepper
Sent: Friday, February 26, 2016 4:58 PM
Cc: Carol Benson; Brenda Martinez
Subject: Cancellation request for Council meeting March 3

Hello Councilmembers,

I request that we cancel the Thursday March 3 Council meeting. Please send a message to the City Clerk, not to me, if you agree to cancel the meeting.

Thank you,
Councilmember Pepper

Deadly
and

Brenda Martinez

From: Pat Pepper
Sent: Friday, February 26, 2016 5:00 PM
Cc: Carol Benson; Brenda Martinez
Subject: Request for Special Council Meeting Wed March 2

Hello Councilmembers,
(Blind copy to all council members)
This is a request for a Special Council meeting on Wednesday, March 2, 2016 at 7:00 PM.
Business to be transacted:

**UNFINISHED
BUSINESS:**

- 1) **Res No. 16-1076** – Confirming Mayor’s Appointment to Planning Commission Position #1
Councilmember
Pepper
- 2) **Res No. 16-1077** – Confirming Mayor’s Appointment to Planning Commission Position #2
Councilmember
Pepper
- 3) **Res No. 16-1078** – Confirming Mayor’s Appointment to Planning Commission Position #5
Councilmember
Pepper

If you concur, please reply to the City Clerk, Brenda Martinez (do not 'reply all' or to me).

Thank you,
Councilmember Pepper

NO-Recycling event
NO- consent agenda
NO-public comment
no executive session
These were added after the attorney
sent an email out stating these were
left off the agenda.

Deadly
court

Brenda Martinez

From: Pat Pepper
Sent: Thursday, February 25, 2016 9:15 AM
To: Brenda Martinez
Cc: Carol Benson
Subject: Meeting Cancellations: Work Studies

Hello Brenda and City Council,
[Blind copy to entire Council to prevent accidental Reply All]

Black Diamond's updated Standing Committee process provides many evening meetings every month where the public can discuss city topics and issues in-depth with Councilmembers. The Standing Committees also provide a place for the City Council to do detailed work - with public notice and providing the public an opportunity to listen - on all resolutions or ordinances being considered by the Council. Committees can pass items from one committee to another if there is a need for in-depth work across subject areas.

Workstudies in the past did not allow public interaction with the subject. The public could only listen. The updated Standing Committees allow public comment and discussion on every agenda topic.

When the full Council needs to discuss a topic, the Regular City Council meetings exist for that opportunity. These regular meetings occur twice a month, and the Council has ample time to work on items as needed during these meetings.

The updated Standing Committee meetings were created to meet the Public's demands for transparent and open government. They also meet the city's needs in an effective way. They should be used in lieu of the old system of Work studies.

Therefore, I request that the following meetings be cancelled.

March 10, 2016 - 6PM Work Study
April 14, 2016 - 6PM Work Study
May 12, 2016 - 6PM Work Study
June 9, 2016 - 6PM Work Study
July 14, 2016 - 6PM Work Study

Please do not reply to me, send a message to the City Clerk if you agree to the cancellations.

Thank you,
Councilmember Pat Pepper

*Deady
amt*

Brenda Martinez

From: Tamie Deady
Sent: Monday, February 29, 2016 8:26 AM
To: Pat Pepper
Cc: Carol Benson; Brenda Martinez
Subject: RE: Concurrency Ordinance Proposed Changes

I disagree.

A work study would be best.

Tamie

From: Pat Pepper
Sent: Sunday, February 28, 2016 10:01 PM
To: Tamie Deady
Subject: RE: Concurrency Ordinance Proposed Changes

Hello Tamie,

Thank you for your message. The Council Standing Committees provide a way for three Council Committee members to work each and every resolution or ordinance in detail. As you know, Committees are a common way to divide up work and allow people to focus in detail on certain subject areas. Please come to the Committee meetings and try it.

The staff is, of course, welcome to come to the Committee meetings, and should come if their information is needed, just as they would come to a workstudy.

If, after seeing the documentation from committees, looking at their minutes and listening to the committee meeting recordings, the other Council members want to discuss further, this can and would happen at a regular Council meeting.

Pat

From: Tamie Deady
Sent: Friday, February 26, 2016 1:14 PM
To: Pat Pepper
Cc: Carol Benson
Subject: RE: Concurrency Ordinance Proposed Changes

Pat,

Why would there not be a work study to go over these recommended changes by You?

That way all councilmembers are in attendance and we would have staff, Mayor and Attorney (if the Mayor deems appropriate) in attendance.

Then you and Brian can explain the reason behind all these changes to the entire council, staff & Mayor.

Seems to me this makes more sense.

Tamie Deady

*Deady
amt*

From: Pat Pepper
Sent: Friday, February 26, 2016 11:21 AM
To: Carol Benson
Subject: Concurrency Ordinance Proposed Changes

Hello Mayor Benson,
(Blind copy to Councilmembers Weber and Deady.)

The Growth Management, Land Use, & CS Committee is looking at the city's Concurrency ordinance. Attached is a red-lined draft of proposed changes to the ordinance.

Please provide staff review of the proposed changes, including possible impacts of each change, and any proposed wording updates the staff might recommend.

The appropriate staff is also requested to attend our next Committee meeting to present and discuss any comments in detail.

Thank you,
Councilmember Pepper

Janie
Edelman

Brenda Martinez

From: Janie Edelman
Sent: Thursday, March 03, 2016 4:17 PM
To: Brenda Martinez
Subject: March 2, 2016 Council meeting

Good afternoon,

I tried to attach this file, but had some difficulty obtaining the file to attach. These are my notes, but I said more during the meeting. So here goes.

March 2, 2016 Black Diamond City Council Meeting

Janie Edelman questions for Pat Pepper, Brian Weber and Erika Morgan

1. To whom are you three transparent? Certainly not to your fellow council members or the citizens of Black Diamond.
2. I've been accused of being a bully—what do you call what you are doing?
3. The Save Black Diamond letters to the editor from your members who mostly live in unincorporated King County are totally disingenuous. They are full of lies. I'm hearing from our voting public, some of whom voted for you. Your 70% vote means nothing—I got 98% from the same people who voted for you.
4. You are obviously don't have any understanding of the city's finance system or how the budget works. Yet none of you have met with the finance director.
5. You all have failed the city and is residents in overstepping your state granted authority. We pass legislation. It is the mayor's job to administer the functions of the city. We do not have a council-manager form of government.
6. How many more lawsuits are going to be filed because of your illegal actions?

7. You never are quite prepared, i.e., new council rules that you said still needed work but passed anyway and this new resolution that is not completed in time to be in the packet and now has been pulled.
8. Scheduling meetings regardless of availability of fellow councilmembers, mayor, city attorney and staff.
9. Why was the resolution for the recycle event pulled from the agenda? Another no brainer.

Janie Edelman

Black Diamond City Council

Position #3

360-886-7166

Additional resources:

Robert's Rules of Order

The Standard Code of
Parliamentary Procedures

Alice Stargis

become a certified parliamentarian to effectively use the basic rules of procedure. Observing parliamentary procedure makes council meetings more efficient and reduces the chances of council actions being declared illegal or challenged for procedural deficiencies. (See Appendix 9 for a quick summary of parliamentary procedure.)

Motions

Business is brought before the council by motions, a formal procedure for taking actions. To make a motion, a member must first be recognized by the presiding officer. After the member makes a motion (and after the motion is seconded if required), the chair must then restate it or rule it out of order, then call for discussion. Most motions require a second, although there are some exceptions: nominations, points of order, questions of privilege, and calls for the order of the day.

Voting and vetoes

The mayor's ability to vote on and veto motions varies, according to the city's classification and form of government. (See Appendix 2, Voting and Vetoes.)

Whose meeting is it anyway?

In general, mayors should remember that the council meeting is just that - it's the council's meeting, not the mayor's meeting. The council sets its own rules and has ultimate control over the agenda. The mayor's role is to chair the meeting.

The mayor must balance being strong enough with being democratic enough to involve all members in the meeting. To be effective, he or she needs the support of the councilmembers. Trust is built by evenhandedness and fairness to all participants. Trust also requires that the chairperson not use the powers of the chair unfairly to win a point or argument.

In addition to maintaining order and decorum at council meetings, the mayor must see to it that all motions are properly dealt with as they arise.

The mayor's refusal to allow a motion to be considered is subject to appeal, as are all of the mayor's decisions regarding procedures.

A simple majority vote is all that is required to overrule the mayor's decision on procedural issues, including adjournment. If the decision of the chair is sustained, no further action is taken; but if the decision of the chair is overruled by the council, the council goes forward with the discussion of the motion or other matter before it.

The mayor as meeting participant

The mayor chairs all council meetings and, in some circumstances, is allowed to vote. He or she may also wish to join the council in its discussions and deliberations. When the mayor chooses to participate, he or she has two competing goals - as moderator, to make sure that the group achieves its goal and, as an elected official, to both participate in the debate and

Who determines the agenda content?

Although the council has ultimate control over the agenda, typically it's left to the mayor, city manager, or clerk to draw up the agenda, based upon council input. Some cities assign this task to an agenda committee or to one councilmember who assists the mayor or manager. The council can change its order of business or a councilmember can propose an additional new item of business.

Council rules of procedure

It is up to every council to establish rules for the conduct of their meetings. Some councils adopt standard rules, such as Robert's Rules of Order or some other parliamentary procedure; others develop their own customized bylaws which govern how council meetings proceed. Local rules are valid as long as they don't infringe on constitutional rights or conflict with state law. (See Appendix 2 for Sample Council Procedures.)

Parliamentary procedure

Parliamentary procedure is the set of rules or customs that regulate the procedure of deliberative assemblies. There is no need to be intimidated - a councilmember need not become a certified Parliamentarian to effectively use the basic rules of procedure. Observing parliamentary procedure makes council meetings more efficient and reduces the chances of council actions being declared illegal or challenged for procedural deficiencies. A city may adopt, by ordinance or resolution, a set of procedural rules or may employ standardized rules such as Robert's Rules of Order. (See Appendix 6 for a summary of parliamentary procedure.)

Streamlining council meetings

Even the best planned council meetings can deteriorate into endurance contests. These are not always the most productive meetings - exhausted people don't always make the best decisions. Here are some tips on things you can do to "shorten meetings."

Regulating talk

Too much talking is the most common cause of lengthy meetings. If citizens addressing the council ramble, the mayor might tell them to confine their remarks to the subject at hand and conclude as quickly as possible. Many council procedures limit public comment to 3-5 minutes, and limit the number of speakers on any one topic. Another idea is to include an approximate starting time by each major agenda item. This information also is useful to citizens attending the meeting.

If the problem is created by a talkative councilmember, a simple statement to the effect that "it's getting late and we must move along" usually will work, though a private conversation later on may be needed to handle chronic talkers.

PAY TO:

DKS Associates
1970 Broadway Ste 740
Oakland CA 94612-2219

FOR THE ITEMS INDICATED BELOW:

CLAIM VOUCHER
CITY OF BLACK DIAMOND
POST OFFICE BOX 599 • BLACK DIAMOND, WASHINGTON 98010

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Black Diamond, and that I am authorized to authenticate and certify to said claim.

Approved For Payment By:

SIGNED

TITLE

Council Member

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
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0059886 2/19/2016 3/17/2016

July 1, 2015 to August 28, 2015 Services

310-000-025-558-60-41-00

Comp Plan Update-Prof Svs

\$10,000.00

CD Planning

Invoice Total:

\$10,000.00

Vendor Total:

\$10,000.00



DKS Associates
1970 Broadway, Ste. 740
Oakland, CA 94612-2219
510.763.2061
510.268.1739 fax
www.dksassociates.com

Barbara Kincaid
City of Black Diamond
24301 Roberts Dr
Black Diamond, WA 98010

February 19, 2016
Project No: 14218-000
Invoice No: 0059886

For consulting services in connection with close out of the 2015 Black Diamond Comprehensive Plan Update.
Professional Services for the Period of July 1, 2015 through August 28, 2015

Task	006	3.5 Update Travel Demand Models		
Professional Personnel				
		Hours	Rate	Amount
Grade 9				
Le, Tom		97.00	95.00	9,215.00
Grade 17				
Grgich, Christopher		.50	135.00	67.50
Grade 25				
Powers, Meagan		4.10	175.00	717.50
Totals		101.60		10,000.00
Total Labor				10,000.00
Total this Task				\$10,000.00
Total this Invoice				\$10,000.00

I hereby certify the goods or services have
been received, and/or the payment is required,
per contract or legal obligation.

Approved by: Barbara Kincaid

Date: 2/22/16

Comp Plan Account: 310-000-02555860-4600

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: April 21, 2016	AB16-016A
Resolution No. 16-1074 Authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$50,000 revenue		
Fund Source: Department of Ecology	Public Works – Seth Boettcher	X
Timeline: Expires March 31, 2017	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-1074; Grant Agreement		
SUMMARY STATEMENT: The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements. This grant will expire March 31, 2017 and is retroactive to July 1, 2015. The grant funds are as follows: Task 1 – Up to \$3,000 for Project Administration/Management Task 2 - \$47,000 for implementation and management of the Stormwater Program as required by the City's stormwater discharge permit from the Department of Ecology. This is a similar grant to previous grants the City has received from the Department of Ecology and can be used for items outlined in the City's Stormwater Management Program. FISCAL NOTE (Finance Department): This \$50,000 grant was expected in 2016 and is already included in the 2016 Budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1074, authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016	Referred to Committee	
April 21, 2016		

RESOLUTION NO. 16-1074

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH THE DEPARTMENT OF ECOLOGY
FOR THE 2015-2017 STORMWATER CAPACITY GRANT**

WHEREAS, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant;

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 grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$50,000 to meet Phase II NPDES Permit requirements.

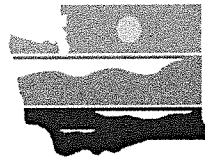
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF _____, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement WQSWCAP-1517-BlaDia-00012

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Black Diamond

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Black Diamond, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204

DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA, 98010

Physical Address: PO Box 599

24301 Roberts Drive

Organization Email: shanis@ci.blackdiamond.wa.us

Organization Fax: (360) 886-2592

Contacts

Project Manager	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Billing Contact	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Authorized Signatory	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State
Department of Ecology

City of Black Diamond

Program Manager _____ Date _____
Heather Bartlett
Water Quality

Scott Hanis _____ Date _____
Capital Project/Program Manager

Carol Benson

Mayor _____ Date _____

SCOPE OF WORK

Task Number: 1 **Task Cost: \$3,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$47,000.00**

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-BlaDia-00012
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Black Diamond

BUDGET

Funding Distribution EG160312

Funding Title: Capacity Grant FY16
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2015
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00

Total: \$ 25,000.00

BUDGET

Funding Distribution EG160313

Funding Title: Capacity Grant FY17
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2016
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-1079, confirming the Mayor's appointment to the Civil Service Commission	Agenda Date: April 21, 2016 AB16-021A	
	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	
Cost Impact (see also Fiscal Note): \$	Court – Stephanie Metcalf	
Fund Source: --		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-1079; application		
SUMMARY STATEMENT: <p>Staff advertised for the vacancy on the Civil Service Commission and one application was received. An interview committee consisting of Mayor Benson, Councilmember Edelman, Councilmember Deady, and Civil Service Secretary Luzville Goebel interviewed the applicant.</p> <p>After careful consideration, the Mayor is seeking confirmation of her appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3, with said term to expire December 31, 2020.</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1079, authorizing the Mayor's Civil Service Commission appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 18, 2016	Referred to committee	
April 21, 2016		

RESOLUTION NO. 16-1079

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
CONFIRMING THE MAYOR'S APPOINTMENT TO THE CIVIL
SERVIE COMMISSION**

WHEREAS, in accordance with Black Diamond Municipal Code 2.64.020, members of the Civil Service Commission shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, this Resolution confirms the Mayor's appointment to the City of Black Diamond Civil Service Commission;

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

Section 1. That the Mayor's appointment of Becky Arnold to the City of Black Diamond Civil Service Commission Position No. 3 is hereby confirmed; said term to expire on December 31, 2020.

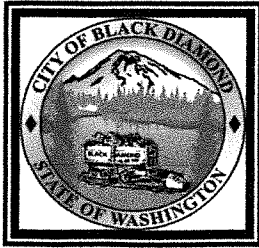
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT
A SPECIAL MEETING THEREOF, THIS 18TH DAY OF FEBRUARY, 2016.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

Commission Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive

Black Diamond, WA 98010

Phone: 360.886.5700 - Fax: 360.886.2592

CITY OF BLACK DIAMOND
RECEIVED
NOV 15 2015
BY _____
CITY HALL

Name: Becky Arnold

Address: 30420 Cumberland Dr Black Diamond, WA 98010

Home Phone: 360-886-2536 Business Phone: _____

Email address: _____

How long at Residence: 9 yrs Best time to contact: evening

Commission desired: 1.) Black Diamond civil service commission
2.) _____

Reason you are interested in serving: _____

to support Black Diamond police Department

Previous community activities: None

Applicable education, occupational, and specialized experience: _____

work community center Bask program

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

None

2.) When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet? None

Signature: Becky Arnold Date: 11-22-2015

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: April 21, 2016	AB16-024B
Resolution authorizing the Mayor to sign a Professional Services Agreement for building department related services.	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$180,000 estimated for 2016 through 2018 (2 years)	Public Works – Seth Boettcher	
Fund Source: --Community Development Permit Revenue	Court – Stephanie Metcalf	
Timeline: May 2016 to May 2018 (2years)		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution; Professional Services Agreement		
<p>SUMMARY STATEMENT:</p> <p>The City has been using the building services from the Cities of Covington and Maple Valley under an Interlocal Agreement (ILA) for several years because there had not been enough building permit activity for the City to fund its own Building Official and inspectors. Under this agreement, Covington provides the services of their Building Official, Robert Meyers and Plans Examiner, Greg Christianson. Building inspections are performed by Bruce King and Mike Bailey from Maple Valley. Due to the increasing development pressures in Covington and Maple Valley, the City's building services appear to be suffering. In many cases, permit approvals have been backlogged, potentially causing the City to miss its statutory deadline for approving permits. Also, billable hours from two vendors have been difficult to reconcile resulting in additional administrative time reviewing invoices.</p> <p>Therefore, staff recommends terminating the Interlocal Agreement and entering into a Personal Services Agreement with BHC Consultants, LLC. BHC Consultants, LLC is a well-established firm located in Seattle, Wa who provides consistent building department services for local municipalities including, Sammamish, Bellevue, Kenmore, Lake Forest Park, Redmond, and Seattle. The benefits to the City under this agreement are as follows:</p> <ul style="list-style-type: none"> • One dedicated, certified inspector will be onsite 3 days a week (with regular hours) answer building related questions, conduct inspections, issue simple "over the counter permits", and respond to code complaints. • The turnaround for plan review and permit approval will be shorter. • A Building Official will be readily available as needed but the City will not be paying for billable hours at the higher rate Building Official rate as it does now for business that can be managed by the inspector. • The BHC fee schedule and billing model will make it much easier to ensure the permit fees are accurately covering expenses. • BHC has staff available to cover additional workload as permit activity increases. 		

FISCAL NOTE (Finance Department):

The 2016 Budget for Building Inspections and Plan checks expenditures for 2016 is \$88,000 and is expected to cover the costs of this contract based on the three days a week certified inspector and the current estimated Plan Checks. If the number of permits or inspections increases, the building permit revenue will also increase and will cover the costs. If this occurs both the budgets for Revenue and offsetting expenditures will need to be amended to show the increases in a year end budget amendment.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION to adopt Resolution No. 16 - ? (*Clerk will assign number at adoption*), authorizing the Mayor to execute a professional services agreement with BHC Consultants, LLC for building services.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016	Sent to Committee	
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
April 21, 2016		

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BHC CONSULTANTS, LLC FOR BUILDING DEPARTMENT RELATED SERVICES

WHEREAS, City of Black Diamond Building Code adopts the state building code whereby the City designates and authorizes a building official to enforce the provisions of the state building code with the exception of the fire code; and

WHEREAS, in accordance with the state building code and concurrent to the designation of the authority of the building official, the building official shall have the authority to hire related technical officers, plan examiners, and inspectors; and

WHEREAS, the City currently utilizes building department related services from the Cities of Covington and Maple Valley under an existing Interlocal Agreement because there is not enough building permit activity to allow the City to maintain a full-time official/inspector; and

WHEREAS, building activity has been increasing and staffing levels under the existing Agreement do not provide flexibility to meet projected building activity workloads; and

WHEREAS, the City contacted BHC Consultants, LLC, and after discussions with BHC about their services, staff determined that BHC has the capacity to meet the City's present needs; and

WHEREAS, turnaround times for plan review and permit approval under the current arrangement are not meeting the City's timelines under the existing Agreement and BHC Consultants, LLC proposes to provide faster plan review and permit approvals; and

WHEREAS, under the current arrangement with the Interlocal Agreement, there is no one dedicated to respond to citizens questions and concerns on matters related to building code; and

WHEREAS, BHC Consultants, LLC proposes to provide a certified inspector onsite 3 days a week with regular hours to answer building related questions, conduct inspections, respond to code complaints, and issue simple "over the counter" permits; and

WHEREAS, BHC will provide a readily available certified Building Official as needed to provide code administration and interpretations and will not be billing the City at the higher rate for Building Official services for work that can be performed by the certified inspector or plans examiner; and

WHEREAS, under the existing Agreement, the City received separate bills from Covington and Maple Valley for building services making it difficult to reconcile expenses which results in additional administrative time reviewing invoices; and

WHEREAS, the BHC fee schedule and billing model, as proposed, will make it easier to ensure permit fees are accurately covering expenses;

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

Section 1. The Mayor is authorized to sign a Professional Services Agreement with BHC Consultants, LLC for building code administration, plans examination, building inspection and building related code enforcement services, substantially in the form as Attachment A to replace the existing Interlocal Agreement with the Cities of Covington and Maple Valley.

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

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

And BHC Consultants, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

BHC CONSULTANTS (hereinafter the "CONSULTANT")
1601 Fifth Avenue, Suite 500
Seattle, WA 98010
Contact: William Hill, Director, Construction Code Compliance, Phone: 206-505-3400
Fax: 206-505-3406
e-mail: william.hill@bhccconsultants.com

for professional services in connection with building permit services to administer building code requirements, review building permit applications, conduct building inspections, and engage in building-related code enforcement activities.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

Revised 2/26/15

3. **Terms.** This Agreement shall commence on May 1, 2016 ("Commencement Date") and shall terminate on May 1, 2018 unless extended or terminated in writing as provided herein.

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "_____".

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____".

☒ OTHER. Provide for fixed fee rates as identified in fee schedule attached hereto as Exhibit "B".

5. **Payment.**

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

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. All payments shall be delivered to: BHC Consultants, LLC, 1601 Fifth Avenue Suite 500, Seattle WA 98101. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. **Discrimination and Compliance with Laws**

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

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

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

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of

cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

10. **Ownership of Work Product.**

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

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

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the consultant's 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.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Carol Benson
Mayor
24301 Roberts Drive
Black Diamond, WA 98010

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

BHC Consultants, LLC
Attn: Craig Chambers, President
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Phone: 206-505-3400
Fax: 206-505-3406

16. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then such disputes shall be submitted to and considered in nonbinding mediation before either party may commence litigation. The jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

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

17. General Provisions.

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

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

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

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

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

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

CITY OF BLACK DIAMOND,
WASHINGTON

BHC CONSULTANTS, LLC

By: _____
Carol Benson
Mayor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

EXHIBIT - A

SCOPE OF SERVICES

1. PLAN REVIEW

BHC will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and City of Black Diamond.

- A. The BHC will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.
- B. Reviews shall be done by BHC onsite staff or at the BHC office.
- C. If corrections or additions are required, the reviewer will write a review letter addressed to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- D. BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.
- E. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

2. PROCESS

- A. BHC staff will determine which plans are to be reviewed on site (at the City) or sent to the BHC office. Basic "over the counter" type permits will be reviewed onsite (at the City) by the BHC inspector. New Single family and commercial plans will mostly be reviewed by BHC staff at the BHC office.
- B. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- C. BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.
- D. The Consultant will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and the City with corrections within the time frames listed below:

Project Type	Initial Review	Re-Review
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)

Turn-around for all other types of permit applications is to be negotiated.

- E. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and the City with additional revision requests within the time frames specified above.
- F. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the City of revisions to estimated target dates. The Consultant acknowledges that there are deadlines for processing permits, and that lawsuits for damages may be brought against the City for failure to process permit applications according to the established deadlines. Therefore, Consultant understands that its "heavy workloads or schedule delays" are insufficient excuses for meeting statutory and code deadlines for issuance of final decisions on permits.

2. BUILDING OFFICIAL SERVICES

William Hill, CBO, ACO from BHC Consultants, LLC will provide Building Official services for code interpretation and administrative needs such as ordinance review and update, staffing needs and department budget development and review.

3. BUILDING INSPECTION SERVICES

BHC will provide a certified building inspector at a minimum of three (3) days per week or as otherwise required by the city services:

- A. The BHC inspector will perform the following inspection tasks:
 - a. non-structural fire and life safety inspections
 - b. structural inspections
 - c. energy code inspections
 - d. barrier free inspections
 - e. mechanical & plumbing inspections
 - f. code compliance
- B. The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes. except that the inspector will confer with the Building Official on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- C. Inspections will be done in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

4. ADDITIONAL SERVICES PROVIDED.

- A. If performed by BHC, Civil/Site plan reviews will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

B. Pre permit plan review meetings to review code requirements and city department permit coordination will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as identified in Exhibit B and attached to this Personal Services Agreement

C. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

D. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement

E. Attendance at meetings when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as as identified in Exhibit B and attached to the is Personal Services Agreement.

F. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Plan Reviewer- nonstructural, as identified in Exhibit B and attached to the is Personal Services Agreement.

ATTACHMENT - B
SCHEDULE OF RATES, CHARGES AND FEES

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector	\$70
Building Official services	\$140
Plan Reviewer - nonstructural	\$120*
Structural P.E.	\$150
Civil/site plan review (P.E.)	\$130
Administration Assistance	\$50

PLAN REVIEW FEES:

(For reviews sent to BHC due to complexity or project size. These fees are not intended for reviews performed at the City of Black Diamond by onsite inspector). The 75% of city collected Plan review fees include initial review and one corrections. *Additional corrections will be charged at the hourly rate.

Residential:

Single Family Dwellings will be charged at 75% of City's collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code .

At the request of the City and with concurrence by Consultant, plan review fees may be determined to be charged at the hourly rate as identified in labor rate schedule as opposed to the following "fixed fee" rates.

Non-Residential:

A. Complete Plan Review

- IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, *IMC and/or UPC*.

75% of the City collected Plan Review fee (\$250 minimum).

B. Partial Review:

Will consist of one of the following:

- IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review
-OR-
- IBC Structural ONLY

50% of the plan review fee calculated (\$250 minimum).

C. Mechanical/Plumbing (issued as separate permit)

When permit for such work is issued separately from a building combination permit and permit fee is based on valuation of such work separate from building permit, fee will be assessed at the partial review percentage noted above. If permit fee is based on unit fee per the IMC or UPC, fee will be charged the hourly rate.

- D. Upon City's request, Civil/Site Plan review will be charged at the hourly civil plan review rates. These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

1. ADDITIONAL:

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the hourly rate for Plan Reviewer either non-structural or structural depending on the type of review.
- B. In-house (at City's location) plan review and other services will be provided as directed by the City and agreed upon by the Consultant on a time-and-expense basis using an hourly rate for either Building Inspector or Plan Reviewer (nonstructural or structural) depending on the type of review or services needed.
- C. Valuation figures used to determine the plan review fees will be calculated based on the City's adopted Fee Schedule or Resolution.
- D. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. A complete initial review shall constitute an earned fee for both City and Consultant.
- F. The City shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the City.
- G. The cost of delivering plans for review to BHC will be incurred by the CITY. The cost of delivering reviewed plans back to city will be incurred by BHC.
- H. Mileage travel rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services. One hour of travel time will be charged for each day of travel to City's location.
- I. All mileage included by BHC inspector will be reimbursed at the most current IRS rate, currently .575 cents per mile.
- J. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays or CITY Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours are on Saturdays, Sundays, or CITY Holidays shall be at 150% of the rates shown above.

- K. This Schedule of Hourly Rates is effective as of January 1, 2015. Rates are subject to annual review.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and the Teamsters Union Local No. 117 Public Works Unit	Agenda Date: April 7, 2016	
	AB16-025A	
	Mayor Carol Benson	
	City Administrator	
	City Labor Attorney – Peter Altman	X
	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 checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution; Collective Bargaining Agreement (Exhibit A); On-Call Policy (Exhibit B)		
SUMMARY STATEMENT: <p>The City's negotiating team consisting of Peter Altman, Summit Law Group, Brenda L. Martinez City Clerk/HR Manager and Police Chief Jamey Kiblinger were able to reach a tentative agreement with the Association for a Collective Bargaining Agreement ("CBA") through December 31, 2017. The Public Works Unit has approved the CBA and the City's negotiating team is recommending ratification by the City Council.</p> <p>In addition, the Public Works Unit has approved the On-Call Policy and the City's negotiating team is recommending approval by the City Council.</p> <p>FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated with minimal costs to the City of Black Diamond over the term of the agreement.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16- ? (Clerk to assign number at adoption) authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Black Diamond and the Teamsters Local Union No. 117 Public Works Unit.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
April 21, 2016		

RESOLUTION NO. 16-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND TEAMSTERS LOCAL UNION NO. 117 PUBLIC WORKS UNIT AND ADOPTING THE ON-CALL POLICY FOR THIS UNIT

WHEREAS, the Teamsters Local Union No.117 is the authorized bargaining representative for the Black Diamond Public Works Unit; and

WHEREAS, the Public Works Unit was formed in 2014; and

WHEREAS, the City negotiating team has reached tentative agreement with the Union for a Collective Bargaining Agreement ("CBA") through December 31, 2017; and

WHEREAS, the City negotiating team has recommended that the Council ratify the CBA; and

WHEREAS, the Council has reviewed the CBA and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA; and

WHEREAS, the Council has reviewed the On-Call Policy and finds it is in the best interests of the City and its employees to approve it;

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

Section 1. The City Council hereby authorizes the Mayor to execute the CBA as attached hereto as Exhibit A.

Section 2. The City Council hereby adopts the On-Call Policy as attached hereto as Exhibit B, incorporated by reference in the CBA.

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

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT

By and Between

THE CITY OF BLACK DIAMOND

and

**TEAMSTERS LOCAL UNION NO. 117
(PUBLIC WORKS UNIT)**

April ___, 2016 – December 31, 2017

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**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
TEAMSTERS LOCAL UNION NO. 117
(PUBLIC WORKS UNIT)**

PREAMBLE

This Agreement is entered into between the City of Black Diamond (the “Employer” or the “City”), a municipal corporation of the State of Washington, and Teamsters Local Union No. 117 (the “Union”), for the purpose of setting forth wages, hours, and working conditions which shall be in effect during the terms of this Agreement for employees in the bargaining unit, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014), and defined in this Agreement.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union, to provide for contractual conditions of work, to establish agreed standards of wages and hours, and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 – DEFINITIONS

The following terms and phrases used in this Agreement are defined as follows:

“The Employer” or “the City”: The City of Black Diamond, Washington.

“The Union”: Teamster Local Union No. 117 (Public Works Unit).

Bargaining Unit: All regular full-time, regular part-time, seasonal, and initial/promotional probationary employees of the City of Black Diamond Public Works Unit, excluding certain supervisory and confidential employees.

Employees: Regular full-time, regular part-time, seasonal, and initial/promotional probationary employees in the bargaining unit covered by this Agreement, excluding certain supervisors and confidential employees.

Seasonal Employees: Seasonal employees are those employees hired for a limited term of employment, not to exceed six (6) continuous months on an annual basis. The Employer will hire seasonal employees only as needed in response to a temporarily expanded seasonal workload or in response to an emergency. Seasonal employees will not be used to displace

bargaining unit positions and, absent a mutual agreement, will not reduce the number of hours worked by bargaining unit members. Seasonal employees are members of the bargaining unit and subject to initiation/enrollment with Teamsters Local No. 117, however, seasonal employees are not eligible for benefits, do not accrue paid leave or seniority, serve “at will” without recourse to the grievance procedure, and are not entitled to any other benefits bestowed by this Agreement. Seasonal employee may transition to regular full-time or regular part-time status, subject to an initial probationary period of employment as described below.

Initial Probationary Employees: New employees hired by the Employer, serving an initial probationary period of employment prior to achieving regular full-time or regular part-time status.

Initial Probationary Period of Employment: The initial six (6) months of work—including holidays but excluding other leave—each initial employee of the Employer must complete in order to achieve regular full-time or regular part-time employment status. The initial probationary period of employment provides an opportunity for the Employer to evaluate the performance of new employees, and for new employees to evaluate working for the Employer. During the initial probationary period of employment, initial probationary employees serve “at will” and may be terminated with or without cause, and without recourse to the grievance procedure stated in this Agreement. The Employer retains the right to extend the length of the initial probationary period of employment on a case-by-case basis.

Promotional Probationary Employees: Existing employees serving a promotional probationary period of employment.

Promotional Probationary Period of Employment: A probationary period of work—including holidays but excluding other leave—each existing employee of the Employer must complete upon promotion or transfer to a new classification. For employees promoted within their existing department (“street to street” or “office to office” promotions), the promotional probationary period shall be thirty (30) days. For employees receiving a promotion or transfer to a new department (“street to office” promotions or transfers), the promotional probationary period shall be six (6) months. During the promotional probationary period of employment, if the Employer determines that an employee is not satisfactorily performing in a new classification, the Employer shall return to employee to his/her previously-held position. The Employer retains the right to extend the length of the promotional probationary period of employment on a case-by-case basis.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit, including all regular full-time, regular part-time, seasonal, and initial/promotional probationary employees in the Public Works Division, excluding all other employees.

ARTICLE 3 – UNION SECURITY, MEMBERSHIP, AND DUES

3.1 - Union Membership

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing with the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. As used in this Article, “good standing” means that the employee is current in the payment of all required monthly dues and initiation fees.

3.2 - Dues or Fees / Payroll Deduction

The Employer shall deduct Union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction for each month’s paycheck(s). The Union shall designate the amount to be deducted. Such amount shall be remitted to the Union within a reasonable time, without unnecessary delay by the Employer. Authorization by employees shall be on a form mutually approved by the Employer and Union and may be revoked by the employee upon written request to the Employer and the Union.

3.3 - Equivalent Dues/Fees Payment

In accordance with RCW 41.56.122, objections to joining the Union based on *bona fide* religious tenets or teachings of a church or religious body, or other legally recognized objections determined by the Public Employment Relations Commission (PERC) or a Washington Court, shall be observed. Any such employees shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on such matter, PERC shall designate the charitable organization.

3.4 – Failure to Comply

In the event an employee of the Union, who joins the Union and fails to maintain his/her membership in the Union by regular payment of dues and fees, the Union will notify the Employer, in writing, of such employee’s nonpayment. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy, and that failure to meet his/her membership obligation of payment of Union dues will result in termination of employment within five (5) days following the next regular payroll payment date.

3.5 - Notification

The Employer shall annually, or at the specific request of the Union, provide the Union with a current list of all employees in the bargaining unit. The list shall include the name of each employee, date of hire, wage rate, job classification, and employment status.

The Employer will notify the Union of all newly hired employees hired into job classifications covered by this Agreement. The notification shall include the name of the employee, date of hire, wage rate, job classification, and employment status. The Employer will also notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, or resignation. The notification shall include the name of the employee, date of termination, and job classification.

3.6 – PAC Contributions to D.R.I.V.E.

The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to D.R.I.V.E. (Democrat, Republication, Independent Voter Education). The Union will notify the Employer of the amounts designated by each contributing employee, to be deducted from each paycheck. The Employer shall send to D.R.I.V.E. headquarters, on a monthly basis, a single check for the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with D.R.I.V.E.

The International Brotherhood of Teamsters, Teamster Local Union No. 117, shall reimburse the Employer annually for the Employer's actual costs incurred in administering the payroll deduction plan. Reimbursement shall be paid by the Teamsters within thirty (30) days of submission by the Employer. In the event the Teamsters no longer serve as the bargaining representative of the Public Works Unit, this section of the Article shall automatically terminate.

3.7 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless for any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article.

ARTICLE 4 – NON-DISCRIMINATION

4.1 – Non-Discrimination Based on Union Membership or Union Activity

In accordance with RCW 41.56, the Employer and Union agree that there shall be no discrimination against employees or Union officers because of membership in the Union or lawful union activity.

4.2 – Equal Opportunity, Anti-Harassment, and Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or job applicant in violation of local, state, or federal employment laws and regulations. The Employer and the Union acknowledge their commitment and obligation to abide by all equal employment opportunity and non-discrimination laws. There shall be no discrimination, harassment, or retaliation based on race, color, religion, sex, sexual orientation, marital status, national origin, age, or the real or perceived presence of any sensory, mental, or physical disability that does not prevent the proper performance of the job, unless based upon a *bona fide* occupational qualification.

ARTICLE 5 – UNION ACTIVITY

5.1 – Conduct of Union Business

Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations or business. The Employer shall not unreasonably deny entry. Scheduled Union meetings may be held in the Employer's facilities subject to the foregoing restrictions.

5.2 – Paid Release Time for Bargaining

One non-exempt employee may be on regular paid status for any bargaining session, or portion thereof, occurring during the employee's scheduled hours of work. If the employee is not on duty during bargaining, then the employee will not be paid by the Employer.

5.3 – Bulletin Boards

The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union-related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to a Union representative.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 – Purpose

The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 – Specific Rights Enumerated

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees in accordance with the discipline and separation provisions of this Agreement;
4. Relieve employees from duty because of lack of work, budget constraints, or other legitimate reasons;
5. Maintain the efficiency of the Employer's operations;
6. Determine the methods, means, and personnel by which the Employer operates and conducts its business;
7. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's personnel policy manual, provided that such policies, procedures, rules, and regulations do not conflict with the provisions of this Agreement, and provided the Union may request to bargain the reasonableness of any amendments to policies, procedures, rules, and regulations impacting the terms and conditions of this Agreement; and
8. Take any reasonable actions necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

6.3 – Notice to the Union of the Exercise of Management Rights

The Employer shall provide the Union with reasonable notice of the exercise of any management right that, in the Employer's opinion, may adversely affect wages, hours, or working conditions. The Employer agrees to engage in any impact bargaining over the effects of the exercise of any management right, including the reasonableness of amendments or revisions to its personnel policies impacting the terms and conditions of this Agreement, as required by Washington law and RCW 41.56.

6.4 – Mandatory Collective Bargaining Required

Except as provided in this Agreement, the Employer may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (*i.e.* wages, hours, and working conditions) during the term of this Agreement without first bargaining with the Union.

ARTICLE 7 – HOURS OF WORK

7.1 – FLSA Work Week

For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. on Sunday, unless otherwise specified.

7.2 – Work Schedule for Non-Exempt Employees

The work week for non-exempt regular full-time employees shall normally be comprised of eight (8) consecutive hours of work, totaling forty (40) hours per work week (a “5/8” schedule). However, the Employer may assign employees to a work schedule different from the 5/8 schedule in order to meet business and customer service needs. In the event of a deviation from the 5/8 schedule, the Employer will provide affected employees with ten (10) working days’ notice, except by mutual agreement. Absent mutual agreement, employees will be provided at least two (2) consecutive days off per work week and will not be required to work split shifts. Nothing in this Article prevents the Employer from changing work schedules in response to emergency situations.

- a. **Meal Period** – Employees are provided with a thirty (30) minute unpaid meal period per regular work shift, to be taken as close to the middle half of each regular work shift as reasonably possible, in no event taken no less than two (2) hours and no more than five (5) hours from the beginning of a work shift. If an employee is required by the Employer to remain on duty during a meal period, the employee shall be paid for the meal period.
- b. **Rest Periods** – Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the Employer’s operations and service, provided employees are not required to work more than three (3) hours without a rest break.

ARTICLE 8 – SENIORITY

8.1 – Definition of Seniority

- c. **Seniority within the Employer**—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee with the Employer. Seniority within the Employer shall begin on the date of hire.
- d. **Seniority within a Classification**—the length of continuous employment of a regular full-time employee, regular part-time employee, or promotional probationary employee

within a particular job classification. Seniority within a classification shall begin on the date of transfer to a new classification.

8.2 – Employee Classifications

- a. **Regular Full-Time, Regular Part-Time, and Promotional Probationary Employees –** Seniority applies to regular full-time, regular part-time, and promotional probationary employees. Regular part-time employees earn seniority based on a pro-rated percentage of regular full-time employees (for example, a 0.5 regular part-time employee working 20 hours per week will earn 0.5 service credits per month).
- b. **Initial Probationary Employees –** Initial probationary employees shall not have seniority during the initial probationary period of employment. Upon completion of the initial probationary period of employment, an employee's most recent date of hire with the Employer shall be the employee's seniority date.

8.3 – Breaks in Seniority

Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 – OVERTIME AND CALL-BACK

9.1 Overtime Eligibility and Requirements

Overtime is provided only to employees who are not exempt from coverage under state and federal wage and hour laws. As a condition of employment, overtime may be required when determined by the Employer. Overtime must be authorized in writing by the Employer before any overtime hours are worked.

9.2 – Overtime Hours

Overtime is defined as hours worked in excess of forty (40) hours in a work week. Hours worked in a work week exclude periods of paid leave, including holidays, vacation, sick leave, and all other forms of paid leave.

9.3 – Overtime Compensation

Overtime is paid at a rate of one and one-half (1.5) times an employee's regular rate of pay.

9.4 – Call-Back

Employees may be called back to work outside of regular working hours. Only designated employees will be subject to mandatory call-back, in accordance with the stand-by provisions of Article 9.5 below and the Employer's stand-by/on-call policy.

9.5 – Stand-By “On-Call”

Employees placed on stand-by receive 0.75 hours of pay at their regular rate for each eight (8) hour stand-by shift. All other terms are stated in the Employer’s stand-by/on-call policy. The Employer agrees to notify the Union of any proposed changes to the stand-by policy impacting wages, hours, or working conditions. Solely for purposes of this section, the parties agree that employees of the Public Works Division, including supervisors, who are not members of the bargaining unit may be assigned to stand-by shifts and any associated on-call/call-back work.

9.6 – Compensatory Time

With the approval and at the discretion of the Employer, non-exempt employees may request to accrue compensatory time in lieu of overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1.5) hours for each overtime hour worked.

Compensatory time is intended as a benefit to employees. Under no circumstances shall an employee be required to accept compensatory time instead of overtime pay.

- a. **Scheduling Compensatory Time Off** - Employees must request to use compensatory time in advance with the Employer. Employees who request compensatory time off shall be permitted to use such time with a reasonable period after making a request, provided the use of compensatory time off does not unduly impact the Employer’s operations. The Employer reserves the right to control the scheduling of compensatory time off to ensure operational and departmental needs are met.
- b. **Maximum Accrual** - The maximum accrual of compensatory time is forty (40) hours. Employees who have reached the maximum accrual will receive pay for additional hours worked at applicable overtime or straight time rates.
- c. **Cash-Out** – Compensatory time not used by November 30, or scheduled by November 30 for use before the end of the calendar year, will be cashed out in the first regular payday following November 30. Compensatory time will also be cashed out for employees who separate, voluntarily or involuntarily, from the Employer. All cash outs will be paid at employees’ straight time rates.

ARTICLE 10 – HOLIDAYS

10.1 – Recognized Holidays

The following holidays are recognized by the Employer for all regular full-time, regular part-time, and initial/promotional probationary employees of the bargaining unit:

New Year’s Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President’s Day	3 rd Monday of February
Memorial Day	4 th Monday of May

Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November
Christmas Day	December 25
Floating Holiday (1)	Discretionary

Holidays begin at 12:01 a.m. and end at 12:00 p.m. on the designated date.

10.2 – Holidays During Paid Leave

Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

10.3 – Holiday Pay for Non-Exempt Employees

Non-exempt regular full-time employees, including initial/promotional probationary employees, not required to work on a holiday are paid their regular rate of pay for the holiday. Non-exempt regular full-time employees, including initial/promotional probationary employees, required to work on a holiday may choose one of two options:

1. The employee may take the next convenient regular work day off, or if less than a full day was actually worked on a holiday, the applicable number of holiday hours worked, if within the same work week. The determination of "convenient" shall be mutually agreed upon by the Employer and affected employee.
2. The employee may be paid at the rate of two (2) times their regular rate of pay for those hours worked falling on a holiday.

Non-exempt regular part-time employees, including initial/promotional probationary employees, will receive a pro-rated portion of holiday pay based on works worked by regular full-time employees. Non-exempt regular part-time employees, including initial/promotional probationary employees, are only eligible to receive holiday pay for holidays falling on days the employees were regularly scheduled to work.

10.4 – Holidays on Saturday and Sunday

Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any holiday falling on a Sunday will be celebrated on the following Monday.

10.5 – Floating Holiday

Regular full-time, regular part-time, and promotional probationary employees who have been employed by the Employer for at least one (1) year may select one (1) floating holiday each calendar year, subject to approval of the Employer. Dates requested by Employees will be approved based on the following criteria:

1. An employee gives at least seven (7) days advance notice to the Employer, unless mutually agreed otherwise.
2. The particular day selected by an employee does not prevent the Employer from providing continued public service or otherwise unduly impact Employer operations.
3. The floating holidays must be taken each calendar year. Floating holidays do not rollover from year to year. At the discretion of the Employer, when an employee has reasonably made requests to use a floating holiday, and those requests have been denied, the floating holiday may be carried over to the earliest convenient date in the next calendar year. The determination of "convenient" shall be mutually agreed upon by the Employer and the affected employee.
4. Regular part-time employees, including promotional probationary employees who work on a part-time basis, will receive a pro-rated portion of floating holiday hours based on works worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week earns one-half (0.5) floating holiday per calendar year).

ARTICLE 11 – VACATION LEAVE

11.1 – Vacation Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn vacation leave as follows:

Year of Employment	Vacation Hours Earned Per Year
0-5 years	12 vacation days per year (8 hours per month) (1 day per month)
6-9 years	15 vacation days per year (10 hours per month) (1.25 days per month)
10-15 years	18 vacation days per year (12 hours per month) (1.5 days per month)
16-19 years	21 vacation days per year (14 hours per month) (1.75 days per month)
20+ years	24 vacation days per year (16 hours per month) (2 days per month)

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of vacation leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall earn six (6) vacation days per year).

Vacation time is accrued from the date of hire, but cannot be used by initial probationary employees until the successful completion of the seventh (7th) month of the initial probationary period. If an initial probationary employee separates employment from the Employer (for any reason) prior to completion of the initial probationary period of employment, the cash out of vacation leave shall be granted if the employee separates in good standing (as determined by the Employer).

Vacation leave may not be used in the month it is earned.

11.2 – Vacation Carry-Over

Employees may only carry-over accrued vacation leave from calendar year to calendar year in the amounts set forth below. Once an employee reaches the applicable threshold, the employee shall not accrue any additional vacation leave unless approved by the Employer.

0-5 years	144 hours maximum
6-9 years	180 hours maximum
10-15 years	216 hours maximum
16-19 years	252 hours maximum
20+ years	288 hours maximum

The allowed carry-over of vacation leave for eligible regular part-time employees is based on a pro-rated portion based on the hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working 20 hours per week, with 0-5 years of seniority, shall be permitted to carry over a maximum of 72 hours per calendar year).

11.3 – Vacation Requests

The Employer retains the right to approve and deny vacation requests. Vacation days may not be taken without prior approval from the Employer. Employees are responsible for planning their annual vacation leave and submitting vacation requests to the Employer well in advance of the leave requested so that disruption to the Employer's operations is minimized. Vacation requests shall be submitted in writing to an employee's immediate supervisor. If an immediate supervisor is unavailable, the request shall be submitted to the Public Works Director. Vacation requests shall normally be approved or denied within five (5) working days of their submission, although employees may request expedited processing if warranted by the circumstances. In the event of a bona fide staffing emergency, the Employer retains the right to cancel scheduled vacations. Vacation may be taken in increments of one-half (0.5) hour.

ARTICLE 12 – SICK LEAVE

12.1 – Sick Leave Accrual

Regular full-time employees of the bargaining unit, including initial/promotional probationary employees, earn paid sick leave at the rate of eight (8) hours per month. Paid sick leave is accrued from the date of hire. Absent exigent circumstances, approved by the Employer in advance, initial probationary employees may not use accrued paid sick leave until the successful completion of the seventh (7th) month of the initial probationary period.

Regular part-time employees of the bargaining unit, including initial/promotional probationary employees, earn a pro-rated portion of paid sick leave based on hours worked by regular full-time employees (for example, a regular 0.5 part-time employee working twenty (20) hours weekly earns four (4) hours of paid sick leave per month).

Sick leave that is accrued, but unused, in a calendar year shall be accumulated for subsequent calendar years, up to a maximum accrual of one thousand and forty hours (1,040). Employees granted paid sick leave continue to accrue paid sick leave while on paid sick leave.

12.2 – Permitted Use of Sick Leave

Paid sick leave is a conditional benefit based on qualifying medical conditions or circumstances. Employees may use paid sick leave for the following situations:

1. The employee's own health condition (illness, injury, physical or mental disability, or any period of temporary disability resulting from pregnancy or childbirth).
2. The employee's forced quarantine in accordance with community health requirements.
3. The employee's medical or dental appointments, or those of the employee's immediate family, provided the employee makes a reasonable effort to schedule the appointments at times minimizing a disruption of the Employer.
4. As an extension of bereavement leave, in accordance with the terms of this Agreement governing bereavement leave.
5. Illness of a member of the employee's immediate family which requires the employee to provide care for the immediate family member.
6. The lawful use of a prescription drug which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the Employer.
8. Any other situation where sick leave is required by applicable law or legal authority.

For purposes of this section, “immediate family” includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee’s spouse, grandchildren, and any other familial inhabitant of the employee’s household.

12.3 – Sick Leave Procedure

1. Sick leave may not be taken without prior approval from the Employer. To request sick leave, an employee shall inform the Employer as soon as possible and indicate the reason for the sick leave.
2. Sick leave may not be used during the month in which it is earned.
3. For absences in excess of three (3) consecutive sick days, or when the Employer has reason to believe sick leave is being improperly taken, the Employer may require the employee to obtain a doctor’s statement verifying the necessity for use of sick leave. The Employer retains the right to request a second opinion from an independent doctor, specified by the Employer, and at the Employer’s expense.
4. The Employer may, at its discretion, require that an employee be evaluated by an independent doctor, specified by the Employer, and at the Employer’s expense, to determine whether the employee is able to perform the essential functions of their job, to determine any functional limitations the employee’s condition may impose on his/her job duties, and to assist in evaluating the employee’s return to work options and any reasonable accommodation.
5. Prior to returning to work, the Employer may require a written release from an employee’s doctor certifying the employee’s fitness to return to duty.
6. Employees who fail to provide proper notice, obtain a doctor’s statement when requested, or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action.

12.4 – Sick Leave Donation

Employees are permitted to donate a portion of their accumulated paid sick leave to other employees in accordance with the terms and conditions stated in the Employer’s personnel policy manual.

12.5 – Sick Leave Cash-Out

Upon separation of employment in good standing (as determined by the Employer), regular full-time, regular part-time, and promotional probationary employees may receive compensation for accrued, but unused, paid sick leave based on the following formula:

End of probationary period of employment through Year 1	0% cash-out
Year 1 through Year 5	10% cash-out

Year 6 through Year 12	20% cash-out
Year 13 through Year 20	30% cash-out
Year 21 through Year 24	40% cash-out
Year 25 and over	50% cash-out

ARTICLE 13 – OTHER LEAVE

13.1 – Paid and Unpaid Leave Required by State or Federal Law

The Employer provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a. Family and Medical Leave (29 USC § 2601 et seq. and RCW 49.78).
- b. Family Care Act Leave (RCW 49.12.265).
- c. Pregnancy Disability Leave (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

13.2 – Bereavement Leave

Regular full-time, regular part-time, and initial/promotional probationary employees are entitled to up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length of paid bereavement leave shall be determined by the Employer.

For purposes of this section, "immediate family" includes spouse, domestic partner, children, stepchildren, foster children, siblings, grandparents, parents of the employee or the employee's spouse, grandchildren, and any other familial inhabitant of the employee's household.

For regular full-time and regular part-time employees, including promotional probationary employees but excluding initial probationary employees, any additional bereavement leave needed by an employee may be deducted from any accrued paid time off, including paid vacation leave and paid sick leave, if available. Paid bereavement leave, or other paid leave taken as additional bereavement leave, must be taken within thirty (30) days of the date of death of an immediate family member.

13.3 – Unpaid Religious Leave

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the Employer's personnel policies manual. In the event the Employer's personnel policies manual conflicts with Washington law, then the minimum requirements of the law shall apply.

13.4 – Jury Duty

Employees are entitled to leave for jury duty service as required by law. Regular full-time and regular part-time employees, including initial/promotional probationary employees, shall be paid their straight time rate of pay for all hours of jury duty occurring during their regular working hours, provided they comply with the following conditions:

1. The employee remits to the Employer all compensation received for jury duty service (excluding travel or other reimbursable expenses).
2. The employee provides his/her jury duty summons to the Employer as soon as possible after it is received. Upon completion of jury duty service, the employee must also provide the Employer with proof of jury service.
3. The employee reports back to work on each day that they are released from jury duty during their regular working hours.

All employees of the bargaining unit receive leave if subpoenaed to testify in a judicial proceeding. The Employer retains the right to treat the leave as unpaid leave, unless the employee is a witness in a lawsuit or legal matter involving the Employer.

13.5 – Other Leaves of Absence

The Employer retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the Employer on a case-by-case basis. The terms of conditions of an unpaid leaves of absence are set by the Employer's personnel policies manual.

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.1 – Eligibility for Insurance Benefits

Regular full-time employees, including promotional probationary employees who are employed on a full-time basis, are eligible for enrollment in the Employer's health insurance plans. Regular part-time employees working more than thirty (30) hours per week are also eligible for enrollment in the Employer's health insurance plans. Initial probationary employees are eligible for enrollment in the Employer's health insurance plans in the first full calendar month following the month of hire.

14.2 – Health Insurance Benefits

The Employer offers health insurance to eligible employees, their spouses, and their dependents through the Association of Washington Cities (AWC). The Employer offers the choice of two health plans: (1) AWC HealthFirst “No Deductible,” and (2) AWC Group Health \$10 Co-Pay. The Employer shall pay 100% of the premium for eligible employees and 75% of the premium for spouses and dependents. Eligible employees are responsible for payment of 25% of the premium for spouses and dependents. The terms and conditions of enrollment and coverage are stated in the Employer’s personnel policies manual and/or AWC’s enrollment materials. The Employer reserves the right to make changes to both the insurance carrier and the specific health insurance plans offered to employees, but will bargain the impacts of any such changes.

- a. **AWC Plan Elimination Deadline**—Effective January 1, 2018, the parties agree and understand that both health plans currently offered by the Employer will be terminated by AWC. The parties agree to begin discussions in 2016 or early 2017 concerning replacement plans.
- b. **Re-Opener in 2015** – In September of 2015, or on another date mutually agreed by the parties, the parties agree to reopen contract negotiations for purposes of bargaining movement from AWC health plans to health plans offered by the Washington Teamsters Welfare Trust. Any 2015 cost-savings recognized by movement to the Washington Teamsters Welfare Trust over those rates offered by a comparable AWC plan shall be split 50/50 between the parties, meaning the City will recognize 50% of the cost savings and will apply the remaining 50% into contractual economic enhancements for bargaining unit members (*e.g.* lump-sum payment, wage increase, reduced cost-sharing, or other proposals).

14.3 – Dental Insurance Benefits

The Employer offers dental insurance through Delta Dental. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change dental insurance carriers and plans assuming benefit levels are not substantially altered.

14.4 – Employee Assistance Program

The health insurance plan selected by employees may offer a voluntary Employee Assistance Program (EAP). The program, if available through the health insurance plan, offers voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being are adversely affected by personal reasons. Employees who seek such counseling and assistance may elect to use accrued paid sick or vacation leave for time spent during working hours.

14.5 – Industrial Insurance

Industrial insurance during regular working hours shall be provided in accordance with Washington law.

14.6 – Life Insurance

The Employer provides life insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums and provides coverage in the amount of \$20,000 per employee and a limited option of up to \$1,000 per spouse/child. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.7 – Long-Term Disability Insurance

The Employer provides long-term disability insurance through Standard Life and Accident Insurance Company. The Employer pays 100% of the cost of premiums. The Employer reserves the right to change life insurance carriers and plans assuming benefit levels are not substantially altered.

14.8 – Vision and Orthodontia Coverage

In conjunction with its health insurance plans, AWC offers optional enrollment in vision and orthodontia coverage. The current plan offerings are Vision Service Plan – Full Family (\$25 deductible) and Orthodontia – Plan V. Both plans require 100% participation by the bargaining unit. The bargaining unit, as a whole, may elect to enroll in these plans at their sole expense.

14.9 – Benefits During Leaves of Absence

Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

ARTICLE 15 – WAGES

15.1 – Classifications, Wages, and Salary Schedule

Wages, steps, and ranges for all employee classifications in the bargaining unit are listed in Appendix A to this Agreement.

15.2 – Step Dates

Regular full-time, regular part-time, and promotional probationary employees shall have their wages increased to the next step on their step-increase eligibility date, upon a satisfactory performance evaluation, and subject to the availability of funding in their department. For all employees hired on or before June 1, 2015, the step-increase eligibility date is the first day of the month of hire. For all employees after June 1, 2015, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

15.3 – Higher Education Premium

Regular full-time, regular part-time, and initial/promotional probationary employees are eligible for the following higher education premiums added to their regular rate of pay:

- | | |
|---|------|
| • Associate Degree (2 year degree) | 2.0% |
| • Bachelor Degree (4 year degree) | 4.0% |
| • Masters, Professional, or PhD | 6.0% |

Premiums for multiple degrees do not compound. Each employee eligible for a higher education premium must present a copy of his/her degree to the Employer. A copy of the degree will be included in the employee's personnel records. The Employer will review each degree to determine whether the degree qualified for a higher education premium. The Employer may verify the legitimacy of any degree presented by an employee.

15.4 – Certification Premium

In lieu of a higher education premium provided by Section 15.3 of this Article, regular full-time, regular part-time, and initial/promotional probationary employees are eligible for certification premiums added to their regular rate of pay. Employees receiving certification premiums shall receive a premium of thirty-five dollars (\$35) per month per eligible certification, to a maximum of one-hundred and forty (\$140) dollars per month.

Certifications held by an employee are eligible for certification premiums only if they exceed the minimum qualifications of the classification held by the employee and provide a benefit to the Employer. In making these determinations, the Employer will review the employee's job description and consider input provided by the employee, the employee's immediate supervisor, and the Public Works Director. If an employee's request for a certification premium is denied, the employee may appeal to the Mayor for a final determination.

Certifications eligible for premium pay may include, but are not necessarily limited to, the following:

- CDL Class A or Class B
- CDL Endorsement for Hazardous Waste
- CDL Endorsement for Tanker
- Water Distribution Specialist (Trainee, I, and II)
- Water Distribution Manager (I, II, III, and IV)
- Waste Water Collection Specialist (I and II)
- Cross Connections Control Specialist
- Water Treatment Plant Operator (I and II)
- Septic System Inspector
- Backflow Prevention Assembly
- Asbestos Pipe
- Traffic Signal Technician

- Roadway Lighting Specialist
- Playgrounds
- Associate Signs & Markings Specialist (I, II, and III)

Any employee seeking certification is personally responsible for initial certification costs. Prior to incurring such costs, an employee should formally receive a determination from the Employer that the certification will qualify for a premium. If an employee is required to attend classes in order to obtain an eligible premium, the employee may request release time (unpaid unless the employee elects to use paid vacation or compensatory time off) or a modified work schedule. The Employer will accommodate requests for release time or a modified work schedule when operationally feasible. Once an employee has received an eligible certification, the Employer shall pay for all subsequent renewal fees. Payment for eligible certifications will become effective at the beginning of the next pay period and will not be paid retroactively. If an employee is promoted or transferred into a new classification, and a certification previously eligible for premium pay becomes a minimum qualification of the new classification, then the premium pay for that certification shall cease.

Multiple certifications held within the same series (*i.e.* CDL Class A and B) only qualify for one premium. Each employee eligible for a certification premium must present a copy of their certification to the Employer, to be included in the employee's personnel file. The Employer may verify the legitimacy of any certification presented by an employee.

15.5 – Pension Contribution

The Employer shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

15.6 – Deferred Compensation Contribution

The Employer participates in the Washington State Deferred Compensation Program. Regular full-time, regular part-time, and initial/promotional probationary employees may voluntarily participate as an avenue to save for retirement. Each calendar year, the Employer shall determine the amount it will contribute as part of a matching program. As of the signed date of this Agreement, the Employer provides up to a \$25.00 per month matching contribution, although this amount is subject to upward or downward adjustment. Participation in the Washington State Deferred Compensation Program and the Employer's matching program shall be regulated by Washington and guidance from the Internal Revenue Service.

ARTICLE 16 – DISCIPLINE AND SEPARATION

16.1 – In General

All employees of the bargaining unit are expected to comply with the Employer's policies governing anti-harassment, anti-discrimination, and the code of conduct. All discipline and

discharge actions for regular full-time, regular part-time, and promotional probationary employees shall be for "just cause." The Employer retains the right to discipline and initial probationary employees as "at will" employees, with or without cause, and without recourse to the grievance procedure stated in this Agreement.

16.2 – Disciplinary Steps

Disciplinary action may include the following:

- a. Verbal warning.
- b. Written reprimand.
- c. Reassignment resulting in adverse economic impact.
- d. Suspension without pay.
- e. Permanent or temporary demotion.
- f. Discharge.

Progressive discipline is generally preferred, but not required. The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

16.3 – Verbal Warnings and Written Reprimands

- a. **Verbal warning** – The Employer may issue a verbal warning at any time for cause. A verbal warning shall carry no additional penalty. The Employer may record having issued a verbal warning. If the Employer records the instance of a verbal warning, then the record shall reflect the nature and date of the offense, the date of the verbal warning, and the substance of the warning.
- b. **Written reprimand** – The Employer may issue a written reprimand at any time for cause. A written reprimand must state the nature and date of the offense, describe the expected employee behavior, and cite the authority (Employer authority, professional expectations, or the law) for the expected employee behavior. A written reprimand shall carry no additional penalty.
- c. **Grievance procedure** – Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance procedure. If the Union has grieved a written reprimand through Step 2 of the grievance procedure and the Employer later relies on the written reprimand for purposes of imposing a higher level of discipline, then the Union shall have the opportunity at grievance arbitration to contest the merits of the written reprimand alongside the higher level of discipline.

16.4 – Discipline Procedure Other Than Verbal Warning or Written Reprimand

- a. **Notice of Intent to Discipline** – If the Employer intends to impose discipline other than a verbal warning or written reprimand, the Employer shall inform the employee in writing. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations. The Employer may provide written notice either before or after conducting a preliminary investigation.
- b. **Pre-Disciplinary Meeting** – Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Employer may call a pre-disciplinary meeting at which the Employer will state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- c. **Disciplinary Decision** – No sooner than the day following the close of a pre-disciplinary meeting, but no later than twenty-one (21) working days after the close of a pre-disciplinary meeting, the Employer shall inform the employee and the Union in writing of the Employer's decision.

16.5 – Employer Investigations

- d. **Duty to Cooperate** – Employees have an obligation to cooperate with any investigation conducted by the Employer. Failure to do so will be considered insubordination and will be grounds for discipline.
- e. **Union Representation** – If the Employer elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in his/her discipline or discharge. During such an investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct the Employer's investigation.
- f. **Administrative Leave** – The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure stated in this Agreement.

16.6 – Resignation and Retirement

Employees are expected to provide a minimum of two weeks' notice of planned resignations or retirements.

16.7 – Right to Inspection of Personnel Files

An employee, upon written request to the Employer, shall have the right to inspect the entire contents of his/her personnel file. The inspection shall take place on the Employer's premises at a date and time mutually agreeable to the Employer and employee.

16.8 – Removal of Disciplinary Records

Employees may request, in writing, the removal of disciplinary records from their personnel files in accordance with the following terms and conditions:

- a. Verbal Warning – Written records of a verbal warning may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the verbal warning.
- b. Written Reprimand – Written reprimands may be removed after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.
- c. Suspensions – Suspensions may be removed after thirty-six (36) months without a reoccurrence of the same or similar conduct giving rise to the written reprimand.

When a disciplinary record is removed from an employee's personnel file, it shall not be considered for purposes of progressive discipline, but may be introduced as evidence by either the Employer or the Union during grievance arbitration. Records of disciplinary action removed from personnel files in accordance with this Article shall be kept by the City as required by Washington state records retention laws and the Employer's records retention policies.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 – In General

The Employer and the Union recognize the need for fairness and justice in the adjudication of employee grievances. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. An employee presenting an informal grievance shall have the option of being accompanied by a Union representative. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

17.2 – Definition of Grievance

A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement. Verbal warnings are not subject to the grievance procedure. Written reprimands may only be grieved pursuant to the terms of Article 16.3(c).

17.3 – Election of Remedies

The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

17.4 – Time Limits

To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit.

The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

17.5 – Required Content of Grievance

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative and/or the affected employee(s).

17.6 – Grievance Procedure

1. **Step 1** – The grievance procedure shall be initiated by personally serving a grievance upon the Mayor, City Administrator, or the Human Resources Director. The grievance must be served within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the immediate supervisor (if applicable, otherwise, the Human Resources Director) shall respond in writing to the Union and the aggrieved employees within ten (10) working days.
2. **Step 2** – If the grievance is not resolved at Step 1, then within ten (10) working days of the Employer's written response in Step 1, a written appeal, signed by the Union and/or the affected employee(s), shall be personally served upon the Mayor, City Administrator, or the Human Resources Director. The Employer, acting through the Mayor, shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fifteen (15) working days from receipt of the written appeal. During the meeting, aggrieved employees have the right to be accompanied by a Union representative. Thereafter, the Mayor shall respond in writing to the Union and the aggrieved employees within ten (10) working days.
3. **Step 3, Arbitration** – If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process.
 - a. **Notice** – Within twenty (20) working days following receipt of the Employer's written response in Step 2, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
 - b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). In the event the parties cannot agree on the source of an impartial list, then the list shall be provided by PERC. Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
 - c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the

hearing, a written decision shall be entered within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.

- d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.
- e. **Final Binding Award** – The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within ten (10) working days following receipt of an arbitrator's award ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Article 17.6(3)(b) to select an arbitrator to rule on the merits of the grievance.

ARTICLE 18 – LAYOFF, FURLOUGH, AND RECALL

18.1 – In General

The Employer retains the right to determine the need for layoffs, furlough days, and the classifications subject to layoff or furlough. In the event of a layoff, initial probationary employees in a classification subject to layoff shall be laid off first. Thereafter, layoffs shall be determined by order of seniority within a classification. Employees who have previously held a

lower classification within the bargaining unit shall have the right to return to such lower classification if their seniority is greater than the employee in such classification and if they meet the qualifications of the position. Employees shall not accrue seniority while on layoff.

18.2 – Recall from Layoff

Laid off employees have the right to recall from layoff. Recall shall be based on seniority within a classification. The period of recalling laid off employees shall be limited to twelve (12) months, beginning on the date of the layoff. The Employer retains the right to extend the twelve (12) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. It is the responsibility of each laid off employee to provide current contact information with the Employer. Failure of a laid off employee to report for reinstatement within ten (10) days of notification by the Employer shall result in forfeiture of the right to recall. If, during a layoff, an employee is required to maintain a license or certification necessary to remain qualified for his/her former position with the Employer, the Employer shall reimburse the employee for the cost of the license or certification at the time the employee is reinstated to his/her former position.

18.3 – Furlough Days in 2015

For 2015, the parties recognize the City will be implementing ten (10) furlough days across all departments, and that two classifications in the bargaining unit, Public Works Administrative Assistant (including promotion into a new classification, Capital Projects Program Manager) and Public Works Facilities Equipment Coordinator, will be subject to these furlough days. No other members of the bargaining unit are impacted.

ARTICLE 19 – BARGAINING UNIT WORK

19.1 – Subcontracting

The work of the Union's bargaining unit shall be performed only by employees of the bargaining unit except as otherwise provided in this Agreement or otherwise bargained with the Union.

ARTICLE 20 – PERFORMANCE OF DUTIES/NO RIGHT TO STRIKE

The parties recognize that the Employer provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the Employer shall not engaged in a lockout during the term of this Agreement. The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 21 – SCOPE AND DURATION OF AGREEMENT

21.1 Term of Agreement

This Agreement is effective April ____, 2016 and continues through December 31, 2017. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the *status quo* shall be maintained to the extent required by Washington law.

21.2 Severability

If any provision of this Agreement, or amendments or addendums thereto, are held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments, and addendums shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

APPENDIX A—WAGE TABLE

Employee	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Scott Hanis	Capital Project/Program Manager	5,355	5,622	5,903	6,198	6,508
Ken Blakely	Public Utilities Operator	4,713	4,794	4,889	4,982	5,076
<i>Vacant</i>	PW Admin Asst. 3	4,250	4,463	4,686	4,920	5,167
Kevin Esping	Facilities Equipment Coordinator <i>(position closed, Kevin Esping grandfathered)</i>	X	X	X	X	5,757
Jason Pittam	Utility Worker-Facility/Eq/Utility Worker	3,323	3,644	3,965	4,287	4,629
	Utility Worker (Seasonal)	13.24	X	X	X	X

Signed this ____ day of April, 2016.

Signed this ____ day of April, 2016.

SIGNED FOR THE CITY OF BLACK DIAMOND

SIGNED FOR TEAMSTERS LOCAL NO. 117
(Public Works Unit)

Mayor Carol Benson

John Searcy, Secretary-Treasurer
Teamsters Local 117

Jason Pittam

BLACK DIAMOND PUBLIC WORKS DEPARTMENT

STAND-BY / ON-CALL POLICY

A. INTENT

1. The goal of this policy is to provide emergency coverage for the City's utilities, including the water system, sewer system, streets, storm drainage systems, parks, and cemetery.

B. BACKGROUND

1. The City provides 24-hour coverage for all public works utilities described above. This policy is intended to ensure coverage during weekends, holidays, and after regular working hours, by placing employees "on call," available to respond to the City when called upon. Employees placed on-call are provided on-call and call-back compensation as provided below. When other employees are unavailable due to approved leave, approved vacation, or a lack of qualifications for on-call responsibilities, on-call coverage shall remain the responsibility of the Public Works Supervisor.

C. ON-CALL SCHEDULING

1. The Public Works Supervisor shall be responsible for scheduling on-call coverage. On-call coverage is assigned by a rotating list of qualified employees. At the start of each calendar year the rotation from the previous year will continue in sequence, unless another qualified employee is added to the rotation. On-call responsibilities and the on-call schedule shall be clearly identified on the on-call calendar available to all employees. Employees with questions about the schedule and their on-call assignments should consult the Public Works Supervisor.
2. On-call periods last one week, beginning Monday @ 8:00 am through the following Monday @ 8:00 am. Absent a voluntary agreement from the effected employees, in the event of changes to the on-call schedule, employees are generally provided at least four (4) weeks' notice of

scheduled on-call duties. When approved by the Public Works Supervisor, employees may agree to accept on-call responsibilities when provided notice shorter than four (4) weeks. When an employee is on-call and a holiday lands on a Monday, the on-call employee will continue to be on-call until Tuesday morning @ 8:00 am.

3. Employees shall consult the on-call calendar prior to scheduling a vacation and should attempt to schedule vacation around their assigned on-call shifts. When an employee submits a vacation request for days when the employee is assigned to be on-call, the employee shall notify the Public Works Supervisor as soon as possible to assign alternative coverage. With approval from the Public Works Supervisor, the employee may trade his/her scheduled on-call shifts with another employee (a "trade") or have another employee receive additional compensation for taking on the extra on-call shifts (a "substitution"). If no voluntary trades or substitutions can be obtained, the Public Works Supervisor shall delegate the on-call shifts to an available employee, assume coverage of the on-call shifts, or deny the vacation request.
4. Any disputes concerning on-call scheduling, trading, or substitutions that cannot be voluntarily resolved shall be resolved by the Public Works Director in consultation with the Public Works Supervisor.

D. ON-CALL EXPECTATIONS

1. **Response**- During on-call shifts, the employee with on-call responsibility shall be responsible for responding by phone to any utility related emergency calls or pages received on the communications device provided by the City (pager, cell phone, etc.) as soon as possible after receiving the call or page, and shall remain within one (1) hour response time (from the time of the initial page or call) from the City Shop in Black Diamond. The on-call employee is not required to remain at their place of residence while on-call.

2. **Condition**- The on-call employee shall refrain from the use of alcohol or other drugs during the on-call period, and shall otherwise be in a condition fit for response to an emergency situation involving one or more of the City's utilities.
3. **Assistance**- If the on-call employee needs assistance, he/she needs to call the Public Works Supervisor first, the on-call employee shall be responsible for making further calls for assistance from other utility employees, Department Heads, small works list contractors, etc.
4. **Care of Equipment**-The communication devices provided by the City (cell phone, pager, etc.) are property of the City. Employees shall use care in ensuring that these devices are in good working order, and shall immediately report any problems to the Public Works Supervisor.
5. **Emergency Call-Back**- Absent an emergency, employees not scheduled for on-call duties may be called back only on a voluntary basis.

E. ON-CALL / CALL-BACK COMPENSATION

Non-exempt employees are entitled to additional on-call / call-back compensation as provided below.

1. While employees will generally have on-call responsibilities for a full week (Monday @ 8:00 am through the following Monday @ 8:00 am), compensation shall be based upon the number of shifts spent on-call, exclusive of time spent during normal work hours. Each on-call shift lasts eight (8) hours. In general, weekdays, Monday through Friday, have two (2) on-call shifts each per day, Saturday and Sunday each have three (3). A full week (Monday through Monday) would have a total of sixteen (16) on-call shifts.
2. An employee shall be compensated .75 hours of total pay or compensatory time at their base wage rate, per on-call shift, for providing on-call coverage.

Example: A full week (Monday through Monday) of on-call coverage would result in .75 hours x 16 shifts = 12 hours total compensatory time or on-call pay at a rate equal to the employees current base hourly wage.

3. If compensatory time is chosen in lieu of pay, the City's general policies and Public Works collective bargaining agreement governing compensatory time shall apply. Employees are encouraged to use any compensatory time earned within the same month that is earned.
4. When an employee is responsible for providing on-call coverage, and he/she is required to physically respond to the City to handle an emergency or other issues requiring a response (a "call-back"), he/she shall be entitled to a minimum of two (2) hours at the regular rate of pay, or the actual amount of time worked greater than two (2) hours, whichever is greater. Hours worked during on-call coverage, including the two (2) hour minimum guarantee, count towards non-exempt employees' weekly overtime threshold.
5. For employees called-back on a recognized holiday (including two City-sponsored public events: Labor Day Parade and Miner's Day), all hours worked during a call-back shall be paid at the overtime rate, including the minimum guarantee of two (2) hours. Otherwise, call-back pay shall be the regular rate of pay unless the employee is otherwise entitled to overtime under state or federal law.

F. REPORTING

1. An on-call reporting sheet ("Incident Response Report") shall be submitted by each employee as part of their regular time sheets, at the end of each month. Each request shall identify the dates for which on-call time was served, and the total number of shifts spent on-call. Each request shall be reviewed and signed by the Public Works Supervisor.
2. While on-call, each on-call employee shall maintain a weekly on-call shift log noting all on-call activity. This log shall be submitted to the Public Works Supervisor with the employee's time sheet at the end of the pay period.

G. DISCIPLINARY ACTION

1. Failure to respond within or comply with the guidelines set forth above while on-call may result in disciplinary action, up to and including termination of employment, consistent with the City's general discipline policies and the discipline policy stated in the Public Works collective bargaining agreement.

H. EMPLOYEE ACKNOWLEDGMENT

I _____ have read and understand the attached Public Works Stand-By / On-Call Policy of the City of Black Diamond.

Employee Signature

Date

Employee Name

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: April 21, 2016	AB16-026A
Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$34,655 fixed rate total includes two optional tasks (1)\$3,615 for Public Open House and (2) \$6,555 to attend Public Hearings	Public Works – Seth Boettcher	
Fund Source: - Comp Plan Update-2016 Budget	Court – Stephanie Metcalf	
Timeline: April-June 2016		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Draft Resolution; Professional Services Agreement		
<p>SUMMARY STATEMENT:</p> <p>The City entered into a Professional Services Agreement with BergerAbam in 2014 and agreed to a scope of work and budget to update the Comprehensive Plan as required under the Growth Management Act (GMA). BergerAbam hired DKS Associates as their subconsultant for the transportation element of the Comprehensive Plan. The City terminated the Agreement with BergerAbam in October 2015 before DKS Associates had completed all the tasks in the original scope of work. However, at the time the BergerAbam contract was terminated, DKS had already completed over 90% of the tasks in the scope of work for the transportation element. The City has not been billed for the remaining work in the scope that was not done.</p> <p>The City needs DKS to complete the tasks in the original BergerAbam Agreement scope of work in order for the draft transportation element to be whole. In addition, staff has identified additional tasks that are needed to ensure the final draft transportation element is comprehensive for the public, planning commissioners, and council members.</p> <p>Tasks from the original scope that need to be completed include the following:</p> <ul style="list-style-type: none"> • Complete the planning level costs for recommended transportation improvements • Respond to the City's review comments and coordination meeting <p>New tasks include:</p> <ul style="list-style-type: none"> • Traffic simulation modeling • Presentation to staff, Planning Commission, and City Council at joint work session • Presentation of traffic analysis and simulation findings at a Public Open House 		

- Attend City Council/Planning Commission Hearings

The timely approval of this Agreement is important because the Comprehensive Plan update is behind the GMA schedule for adoption. This is causing the City to be ineligible for grant funds.

FISCAL NOTE (Finance Department): The funds for the DKS Agreement for \$34,655 are already included in the 2016 Comp Plan Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Motion to adopt Resolution No. 16-0000, (*Clerk to assign number at time of adoption*), authorizing the Mayor to sign a Personal Services Agreement with DKS Associates.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
April 21, 2016		

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES TO COMPLETE THE DRAFT TRANSPORTATION ELEMENT PORTION OF THE COMPREHENSIVE PLAN UPDATE; IN THE AMOUNT OF \$24,485.00 WITH TWO OPTIONAL TASKS THAT, IF AUTHORIZED BY THE CITY, WOULD INCREASE THE CONTRACT AMOUNT TO \$34,655.00

WHEREAS, City of Black Diamond is in need of consulting services to complete the update of its Comprehensive Plan mandated by the State of Washington; and

WHEREAS, in 2014, the City entered into a Professional Services Agreement (Agreement) with BergerAbam, a planning consulting firm, to provide such services under an agreed upon scope of work and budget; and

WHEREAS, BergerAbam began work under the Agreement and subcontracted with DKS Associates for the transportation element of the Comprehensive Plan update;

WHEREAS, the City terminated the Agreement with BergerAbam prematurely, and before DKS completed all of the transportation planning work defined in the scope and budget of the Agreement; and

WHEREAS, the City still needs the remaining transportation planning work to be completed by DKS Associates; and

WHEREAS, the City has also identified additional tasks that are needed in order for the City to be successful in updating its Comprehensive Plan; and

WHEREAS, DKS Associates has provided a scope of work and budget which includes the incomplete tasks from the BergerAbam Agreement together with the newly identified tasks, as needed to complete the transportation element, as described in Exhibit A, attached to the DKS Professional Services Agreement; and

WHEREAS, the proposed contract is in the amount of \$24,485.00 for DKS to complete the work required for the City's Comprehensive Plan update; and

WHEREAS, the proposed contract also includes two "optional" elements (Exhibit A to the Professional Services Agreement attached), which the City could authorize if needed, and which would increase the contract amount to not more than \$34,655.00; and

WHEREAS, the City has identified and budgeted for completion of the Comprehensive Plan update and these amounts in the 2016 budget;

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

Section 1. The Mayor is authorized to execute the attached Professional Services Agreement with DKS Associates for transportation planning services to complete its Comprehensive Plan update, in the amount of \$24,485.00, with two optional tasks that may be authorized by the City and which may increase the contract amount to not more than \$34,655.00.

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

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

And DKS Associates, a corporation, organized under the laws of the State of Washington, doing business at:

DKS ASSOCIATES (hereinafter the "CONSULTANT")
720 SW Washington St, Suite 500
Portland, Oregon 97205
Contact: Chris Maciejewski, PE Phone: 503-243-3500

for professional services in connection with the following Project:

Black Diamond Comprehensive Plan Update Transportation Element

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. **Terms.** This Agreement shall commence on upon the date that both parties sign this contract and shall terminate on June 30, 2016 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☒ **FIXED FEE.** Compensation for these services shall be a Fixed Fee of \$24,485. Compensation for optional tasks with City authorization shall be a Fixed Fee of \$3,615 for Task 6 and \$6,555 for Task 7.
- ☐ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$_____ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit C.
- ☐ **TIME AND MATERIALS.** Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ **OTHER.** _____

5. Payment.

A. Consultant shall provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within forty-five (45) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. 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.

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

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

8. **Suspension and Termination of Agreement**

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

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

C. Rights Upon Termination.

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

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been

fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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

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

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

10. Ownership of Work Product.

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

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

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

12. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Carol Benson
Mayor
24301 Roberts Drive
Black Diamond, WA 98010

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

DKS Associates
Attn: Chris Maciejewski, PE
720 SW Washington St, Suite 500
Portland, Oregon 97205

Phone: 503-243-3500

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

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

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

Revised 3/30/16

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF BLACK DIAMOND,
WASHINGTON

By: _____
Carol Benson
Mayor

Date: _____

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

DKS ASSOCIATES

By: Chris Maciejewski

Name: Chris Maciejewski

Title: Principal

Date: 3/30/16

Exhibit "A" City of Black Diamond Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Work Schedule

March 7, 2016

Scope Task	Schedule
Task 1 – Planning Level Cost Estimates for recommended transportation improvements	Within 1 month of signed contract
Task 2 – Respond to City Comments	Within 1 month of signed contract
Task 3 – Traffic Simulation Modeling	Within 2 months of signed contract
Task 4 – City Staff Coordination Meeting	Within 3 months of signed contract
Task 5 – Joint City Council/Planning Commission Work Session	Within 3 months of signed contract
Optional Tasks	
Task 6 – Public Open House to present traffic analysis and simulation findings	TBD
Task 7 – City Council/Planning Commission Hearings	TBD

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-0000, authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.	Agenda Date: April 21, 2016	
	AB16-028	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$8,946 revenue	Police – Chief Kiblinger	
Fund Source: Puget Sound Energy	Public Works – Seth Boettcher	X
Timeline: Spring 2016	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-0000; Conservation Grant Agreement; Communications from Puget Sound Energy; Resolution No. 15-1052; Light Replacement Plans		
<p>SUMMARY STATEMENT:</p> <p>The City executed a grant agreement with the Washington State Transportation Improvement Board through Resolution 15-1052 for the replacement of standard street lights to LED. This resolution authorized Puget Sound Energy to perform the work as part of that grant agreement.</p> <p>Puget Sound Energy has a Conservation Grant Program in which they award funds to entities saving energy by converting to LEDs. Puget Sound Energy has awarded the City these additional funds for this project. There are 158 lights currently scheduled for replacement as part of this program. Puget Sound Energy anticipates that the City's monthly street light billings will go from \$1,336.29/month to \$936.87/month, a savings of \$399.42/month and \$4,793.04/year.</p> <p>FISCAL NOTE (Finance Department):</p> <p>The City will not actually receive money for this additional grant. Puget Sound Energy is doing the work and is providing this grant for an additional \$8,946.. As such, they will have the grant as a line item in their bill to the City for the work (basically a discount). The City will pay the remainder of the costs, at which time Public Works staff will request a reimbursement from the Washington State Transportation Improvement Board for 100% of the remaining costs per the grant agreement through Resolution 15-1052 TIB Grant for \$58,100. This will provide a cost savings for the city in the future.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **MOTION** to adopt Resolution 16-0000 (*Clerk to assign number at adoption*), authorizing the Mayor to execute a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2016		

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSERVATION GRANT AGREEMENT WITH PUGET
SOUND ENERGY FOR THE LED STREETLIGHT
CONVERSION PROJECT**

WHEREAS, the City executed a Relight Washington grant agreement with the Washington State Transportation Improvement Board for the LED Streetlight Conversion project through Resolution 15-1052; and

WHEREAS, Puget Sound Energy was selected as the service provider to perform the conversion work per Section 3 of the Relight Washington grant agreement; and

WHEREAS, Puget Sound Energy has awarded the City a conservation grant to help fund this project; and

WHEREAS, costs not covered by this conservation grant from Puget Sound Energy will be covered by the Relight Washington grant; and

WHEREAS, a grant agreement with Puget Sound Energy is required to establish the terms of funding this portion of the LED Streetlight Conversion project;

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 Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF APRIL, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this _____ day of _____, 20_____, by and between
PUGET SOUND ENERGY ("PSE") and **BLACK DIAMOND CITY HALL ("Participant")**.

RECITALS

- A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 24301 ROBERTS DR C-HALL BLACK DIAMOND, WA 98010 - RELIGHT WASHINGTON (TIB) - BLACK DIAMOND** *(Please note: meter location/address may differ from the site mailing address)*. Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1	Street Lighting Standard with Controls	20	\$24,869.36	\$8,946.00
	TOTAL (includes sales tax)		\$24,869.36	\$8,946.00

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the "Grant") set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



**CONSERVATION
GRANT AGREEMENT**

PUGET SOUND ENERGY

PARTICIPANT

By: _____

By: _____

Name: Ryan Lambert

Print Name: _____

Title: Mgr., Business Energy Management

Title: _____

Federal Tax I.D. No.: _____



Conservation Schedule

E250

Agreement No.:

C-15596

Project No.:

103-1803

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall consist of the following:

In Relight Washington (TIB) - Black Diamond Location:

This project shall implement the Street Lighting project defined in the attached PSE Business Lighting Workbook (scope of work).

LED products must be on one of the following lists of qualifying products: Energy Star, Design Lights Consortium, or the Lighting Design Lab approved products.

PLEASE NOTE: Projects installed by IntoLight and owned and maintained by PSE are not subject to Sections 4 and 7 of the Grant Agreement.

- The scope of work for this project is shown in the Business Lighting Workbook see page: 6

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☐ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).

☐ Other (specify): _____



Conservation Schedule	E250
Agreement No.:	C-15596
Project No.:	103-1803

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall be verified as follows prior to Grant payment:

A final site visit shall be conducted for projects greater than 25,000 kWh by a PSE Energy Management Engineer to verify as built fixture types and quantities. PSE reserves the right to conduct on-site verifications for projects with savings at or under 25,000 kWh. Projects installed by IntoLight will be verified using the red line diagrams provided by IntoLight's contractor.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Project	Customer	Contractor	Vendor/Other	Payee
Relight Washington (RIB) - Bid	City of Black Diamond			Black Diamond
200-019-932-462	Scott Hanis			Black Diamond
City wide	shanis@ci.blackdiamond.wa			24301 Roberts Dr
Black Diamond, WA 98010	(360) 886-5700			Black Diamond, WA 98010

Original Grant	Project sf.
	n/a

Existing kWh Usage	Simple Payback	Material Cost	Tax	Estimated PSE Incentive	Existing
82,362	5.6 yrs	\$24,869.36		\$3,946.00	19.61 kW
New kWh Usage	Before Incentive	Labor Cost	0.00%		New
37,632					8.96 kW
kWh Savings	Simple Payback	Misc Costs	Total Cost	Average \$/kWh	Existing LPW
44,730	3.6 yrs		\$24,869.36	\$0.56	0.00 w/lf
% Energy Saved	After Incentive	Subtotal	% of Project Cost	TRC	New LPW
54.3%		\$24,869.36		1.93	0.00 w/lf

This is a Street Lighting lighting project

Space Information				Lighting Fixture / Lamp										Controls					Total Savings and Cost				PSE Notes		Your Notes
Location / Room	Heat Type	Space Type	Ltg. Hgt.	Qty	Lamp / Fixture	Description	Cost	Watts	kWh	Qty	Control	Cost	Default save	Your save	Saved kWh	Final kWh	kWh	Cost	\$/kWh						
City Wide	Existing Street Light	Street	4200	Exist	120	High Pressure Sodium	HPS 100W	120	14.4	60,480	Exterior Photo Control		0%	0	0	60,480	34,272	\$18,221	\$0.53	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 53				
				New	120	Intolight	LED 52W	151.8	52	26,208	Exterior Photo Control		0%	0	0	26,208									
City Wide	Existing Street Light	Street	4200	Exist	25	High Pressure Sodium	HPS 100W	120	3	12,600	Exterior Photo Control		0%	0	0	12,600	6,300	\$3,796	\$0.60	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 53				
				New	25	Custom Fixture	GE 60W LED CHFL	151.8	60	6,300	Exterior Photo Control		0%	0	0	6,300									
City Wide	Existing Street Light	Street	4200	Exist	1	High Pressure Sodium	HPS 150W	170	0.17	714	Exterior Photo Control		0%	0	0	714	504	\$152	\$0.30	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 53				
				New	1	Intolight	HER10R2P75407GRAYO	151.8	52	0.05	210	Exterior Photo Control		0%	0	0	210								
City Wide	Existing Street Light	Street	4200	Exist	1	High Pressure Sodium	HPS 150W	170	0.17	714	Exterior Photo Control		0%	0	0	714	294	\$225	\$0.77	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 53				
				New	1	Custom Fixture	Street Light 99W	225.1	99	0.1	420	Exterior Photo Control		0%	0	0	420								
City Wide	Existing Street Light	Street	4200	Exist	9	High Pressure Sodium	HPS 150W	170	1.53	6,426	Exterior Photo Control		0%	0	0	6,426	2,562	\$2,026	\$0.79	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 53				
				New	9	Intolight	LED 102W	225.1	102	0.92	3,864	Exterior Photo Control		0%	0	0	3,864								
City Wide	Existing Street Light	Street	4200	Exist	2	High Pressure Sodium	HPS 150W	170	0.34	1,428	Exterior Photo Control		0%	0	0	1,428	798	\$450	\$0.56	PSE hours are 4200 for ALL exterior! REQUIRED - Photo Control or Astronomical Time Switch	Sch 52				
				New	2	Custom Fixture	Street Light 75W	225.1	75	0.15	630	Exterior Photo Control		0%	0	0	630								
7			4200	Exist				0	0	0	Exterior Photo Control		0%	0	0	0	0	0							
8				New				0	0	0	Exterior Photo Control		0%	0	0	0	0	0							
9				Exist				0	0	0			0%	0	0	0	0	0							
10				New				0	0	0			0%	0	0	0	0	0							
11			4200	Exist				0	0	0	Choose Control Type -		0%	0	0	0	0	0							
12				New				0	0	0	Choose Control Type -		0%	0	0	0	0	0							
13				Exist				0	0	0			0%	0	0	0	0	0							
14				New				0	0	0			0%	0	0	0	0	0							
15				Exist				0	0	0	Choose Control Type -		0%	0	0	0	0	0							
16				New				0	0	0	Choose Control Type -		0%	0	0	0	0	0							
17				Exist				0	0	0			0%	0	0	0	0	0							
18				New				0	0	0			0%	0	0	0	0	0							

Scott Hanis

From: Cann, Sarah <Sarah.Cann@pse.com>
Sent: Friday, March 25, 2016 9:43 AM
To: Scott Hanis; Mayhew, Robbieyn
Subject: RE: Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Hi Scott,

We've got three different entities are work here; TIB, and PSE Energy Efficiency and PSE Intolight. This is an Energy Efficiency grant to help cover a portion of the costs of the retrofit because you are saving energy by converting to LEDs. The grant amount will be applied towards the construction charges from Intolight.

The project cost listed in this grant paperwork is not the actual cost of the project, the contracts you signed with Brynja have that information. I use the average incremental cost between a high pressure sodium fixture vs the cost of the new LED fixture when I calculate my incentives.

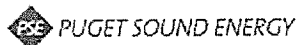
When you receive the construction charges bill from Intolight, you will see this grant amount applied, and my understanding is that TIB will be covering the rest.

I hope that helps clear things up! If not, give me a call and I'm happy to discuss further. It's understandably confusing with the multiple grants.

Thank you,

Sarah Isham Cann

EES Coordinator – Business Lighting
P.O. Box 97034 | Bellevue WA | 98009-9734
Ph. (425) 424-6649
Sarah.Cann@pse.com
www.PSE.com



From: Scott Hanis [<mailto:SHanis@ci.blackdiamond.wa.us>]
Sent: Friday, March 25, 2016 9:32 AM
To: Mayhew, Robbieyn
Cc: Cann, Sarah
Subject: RE: Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Hi Robbieyn,

I just need to clarify what this is for. We were given a grant from TIB for the Relight Washington program which is replacing street lights. Is this grant agreement part of that? Is the total cost (\$24,869.36) the cost that will be covered from TIB, less the eligible grant (\$8,946)? I guess I'm confused because we already had to sign an authorization with Brynja Myren.

Thanks!

Scott

From: Mayhew, Robbieyn [<mailto:Robbieyn.Mayhew@pse.com>]
Sent: Friday, March 25, 2016 5:02 AM
To: Scott Hanis
Cc: Cann, Sarah
Subject: Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Dear Scott,

Greetings! Thank you for participating in PSE's energy efficiency programs. Please complete & return the attached Conservation Grant Agreement for the above referenced project at your earliest convenience. *Work may not begin until you receive the Executed Grant Agreement with PSE signature.*

The Payee information we have on file is:

VM # 109650
CITY OF BLACK DIAMOND
PO Box 599
BLACK DIAMOND, WA 98010-0599
TIN: 109650

The VM# above is the internally assigned number from our Accounts Payable department listing the information that would be used to mail you grant check; if this information is incorrect please provide a current W9 form with your preferred mailing address so we may update our records accordingly.

Please do not hesitate to contact your **EME, Sarah Cann** for further assistance.

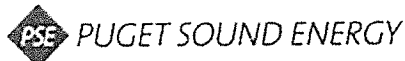
Thank you for your conservation efforts and business!

Sincerely,

Robbieyn Mayhew

PUGET SOUND ENERGY
CUSTOMER SOLUTIONS
Business Energy Management

P.O. Box 97034 BOT-01H
Bellevue WA 98009-9734
Desk: (425) 424-6921
Fax: (425) 424-6747
Email: robbieyn.mayhew@pse.com



RESOLUTION NO. 15-1052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A RELIGHT
WASHINGTON PROGRAM GRANT AGREEMENT WITH
THE WASHINGTON TRANSPORTATION IMPROVEMENT
BOARD FOR THE LED STREETLIGHT CONVERSION
PROJECT

WHEREAS, the City was selected to receive a Relight Washington Program grant from the Washington Transportation Improvement Board in the amount of \$58,100; and

WHEREAS, this grant will fund the conversion of streetlights within the City to energy efficient LED street lights; and

WHEREAS, Puget Sound Energy will complete the work for this project; and

WHEREAS, a grant agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the LED Streetlight Conversion project;

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 Relight Washington Program grant agreement with the Washington Transportation Improvement Board for the LED Streetlight Conversion project attached hereto.

Section 2. Puget Sound Energy is hereby selected to be the service provider to perform the actual conversion work as outlined in section 3 of the grant agreement.

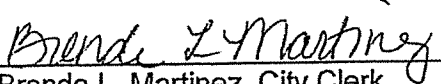
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF NOVEMBER, 2015.

CITY OF BLACK DIAMOND:

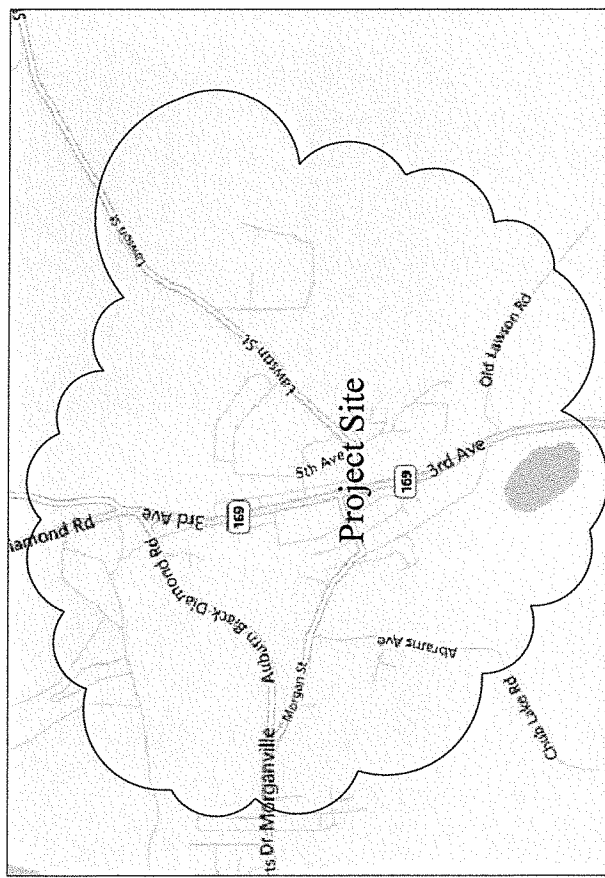


Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk



INTOLIGHT STREET LIGHT NOTES

ALL STREET LIGHTING POLES ARE TO BE INSTALLED PER STD 6375-4800 (page 42) IN THE "LINE WORK PRACTICES MANUAL".

ALL POLES (WOOD, CONCRETE OR FIBERGLASS) ARE TO BE PLUMBED AND EMBEDDED TO THE GROUND LINE MARKED ON POLE.

IN ALL SHOTBOX AND COBRAHEAD INSTALLATIONS, THE LUMINAIRE MUST BE LEVELLED.

SCOPE OF PROJECT NOTES:
 CHANGE/OUT EXISTING CHFL & CHDL HPS LUMINAIRES
 TO NEW LED LUMINAIRES.

AT SUI THRU SL159
 (East Street Light Poles)

Schedule 53

- Install 121- 52W LED Cobra Head luminaires on exist arms
- Install 9 - 102W LED Cobra Head luminaires on exist arms
- Install 24- 60W LED TYPE III Cobra Head luminaires on exist arms
- Install 1 - 96W LED TYPE III Cobra Head luminaires on exist arms

Schedule 52

- Install 2 - 75W LED Black King 601 luminaires on exist arms

Universal Map	Overhead Map	Underground Map
2106E041	2107E024	2106E041
2106E044		2106E044
2106E052	2107E072	2106E052
2106E053		2106E053
2106E054		2106E054
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2106E056		2106E056
2106E057		2106E057

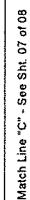
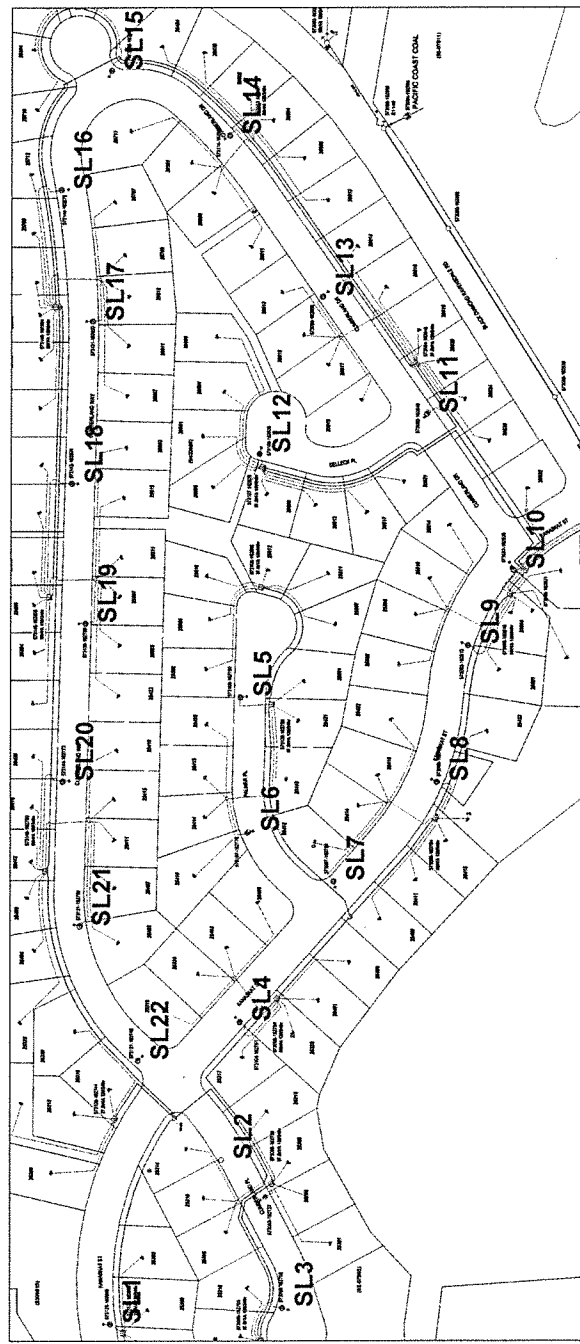
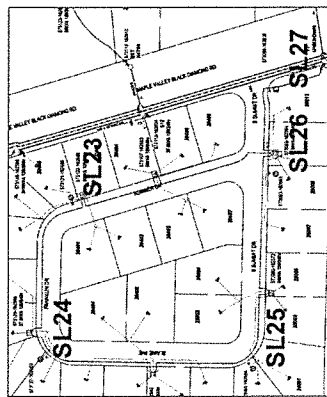
[illegible]

Owner / Developer Contact Info

CITY OF BLACK DIAMOND
24321 ROBERTS DR. Ste. 8
BLACK DIAMOND, WA
ATTN: JEREMY MICHEL

206.463.1343 ext. 440

[illegible]



STREET LIGHT TABLE - CHANGES

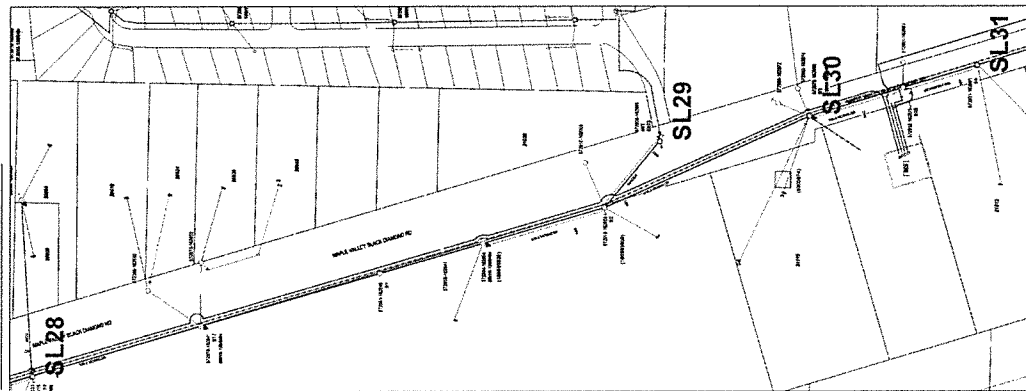
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						NEW LUMBAIRE	RECYCLE				
S1	231025	102586	SLAE835	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S1.1	102586	SLAE835	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S2	231026	102577	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S2.1	102577	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S3	231009	102759	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S3.1	102759	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S4	231154	102751	SLAPW92	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S4.1	102751	SLAPW92	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S5	231109	102786	SLAE830	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S5.1	102786	SLAE831	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S6	231087	102786	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S6.1	102786	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S7	231089	102796	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S7.1	102796	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S8	231084	102796	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S8.1	102796	SLAPW97	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S9	231084	102834	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S9.1	102834	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S10	231057	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S10.1	102876	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S11	231052	102840	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S11.1	102840	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S12	231058	102826	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S12.1	102826	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S13	231098	102866	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S13.1	102866	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S14	231114	102816	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S14.1	102816	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S15	231130	102836	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S15.1	102836	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S16	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S16.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S17	231141	102840	SLAPW99	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S17.1	102840	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S18	231140	102786	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S18.1	102786	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S19	231139	102786	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S19.1	102786	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S20	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
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S21	231140	102786	SLAPW98	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
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S22	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S22.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S23	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S23.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S24	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S24.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S25	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S25.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S26	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S26.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
S27	231144	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE
	S27.1	102876	SLAE834	CONCRETE	100W CHOL	12W LED	F	S3	150579231	150579231	RECYCLE

CALL NOW 800 454-4545 2 BUSINESS DAYS BEFORE THE "DANGER PERIOD" YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
X <input type="checkbox"/> NEW BUSINESS YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
1 <input type="checkbox"/> CONNECTION TO DAY WANTED		2 <input type="checkbox"/> REAL ESTATE/RENTAL NA		3 <input type="checkbox"/> PERMIT NA	
4 <input type="checkbox"/> FUNCTION NA		5 <input type="checkbox"/> PHONE NO. 454-45353 12171		6 <input type="checkbox"/> DATE 12/17/17	
7 <input type="checkbox"/> ACCOUNT MGR NA		8 <input type="checkbox"/> BY BRYAN BISH		9 <input type="checkbox"/> DATE 12/17/17	
10 <input type="checkbox"/> ORDER NA		11 <input type="checkbox"/> NA NA		12 <input type="checkbox"/> NA NA	
13 <input type="checkbox"/> ORDER - GAS NA		14 <input type="checkbox"/> NA NA		15 <input type="checkbox"/> NA NA	
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SCALE: 1"=100'

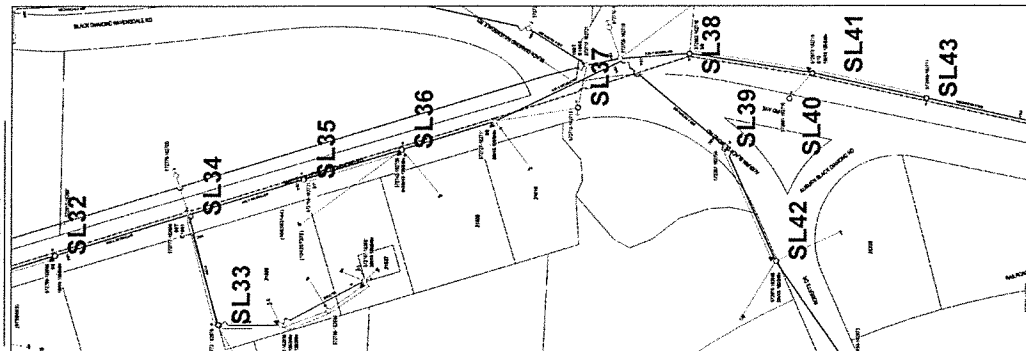


Match Line "B" - See Sht. 02 of 08



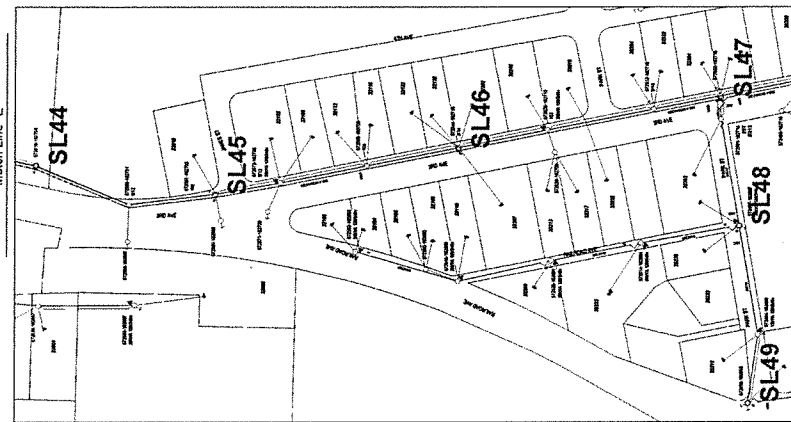
Match Line "D"

Match Line "D"



Match Line "E"

Match Line "E"



Match Line "H" - See Sht. 06 of 08

STREET LIGHT TABLE - CHANGEOUTS

GRID #	EXIST'G P.O.L.E. H.T. (FT.)	TYPE	NEW LUMINAIRE	NEW LUMINAIRE H.T. (FT.)	SCHED	W.O. #S	NOTES
SL28	57004 163533	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL29	57006 163565	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL30	57232 163586	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL31	57233 163587	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL32	57236 163590	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL33	57272 163599	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL34	57271 163596	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL35	57276 163701	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL36	57276 163706	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL37	57275 163713	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL38	57282 163718	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL39	57282 163718	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL40	57281 163710	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL41	57282 163718	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL42	57281 163686	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL43	57285 163711	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL44	57285 163711	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL45	57281 163710	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL46	57284 163710	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL47	57282 163718	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL48	57287 163718	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL49	57282 163686	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE
SL50	57282 163687	WOOD	100W-CHFL 60W-TYPE III	F	53	15932931 15932931 15932931	RECYCLE

CALL 800-424-4444
FOR MORE INFORMATION VISIT US AT WWW.PUBLIC-UTILITY-ENERGY.COM

Project Name: Relight Washington - Black Diamond
Schedule 52 (TIB)
Basis: Standard, VA 800-0

Project: PUBLIC-UTILITY-ENERGY

Incident: MAP
City: CHAMBERS
Scale: 1"=100'

Page: 02 of 02

1. Location: []
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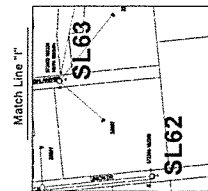
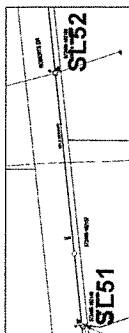
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84. Project Business: []

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89. Project Business: []
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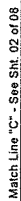
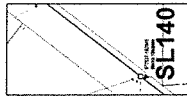
97. Project Business: []
98. Project Business: []
99. Project Business: []
100. Project Business: []



ID	NAME	ROLE			LUMINAIRE		SCHED	W/O #S	NOTES
		GRID #	INTOLIGHT TYPE	TYPE	PREVIOUS LUMINAIRE	NEW LUMINAIRE			
S4S1	524255 161745	S4S3272	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S2	524286 161786	S4S3273	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S3	524283 162235	S4S3274	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S4	524212 162257	S4S3266	WOOD	WOOD	100W-CHOL	102W-LED	W	53	15057261 15062712
S4S5	524548 162258	S4S3270	CONCRETE	CONCRETE	100W-CHOL	102W-LED	F	53	15057261 15062712
S4S6	524580 162246	S4S3271	CONCRETE	CONCRETE	100W-CHPL	102W-LED	F	53	15057261 15062712
S4S7	524211 162244	S4S3277	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S8	524234 162243	S4S3278	WOOD	WOOD	100W-CHPL	52W-LED	F	53	15057261 15062712
S4S9	524506 162242	S4S3275	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S0	524718 162280	S4P356	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S1	524546 162278	S4S3281	WOOD	WOOD	100W-CHPL	52W-LED	F	53	15057261 15062712
S4S2	524296 162296	S4S3293	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S3	524503 162303	S4S3284	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S4	524211 162299	S4S3282	WOOD	WOOD	100W-CHPL	52W-LED	F	53	15057261 15062712
S4S5	524542 162298	S4S3295	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S6	524510 162298	S4S3296	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S7	524512 162301	S4S3279	CONCRETE	CONCRETE	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S8	524503 162303	S4S3278	WOOD	WOOD	100W-CHPL	52W-LED	F	53	15057261 15062712
S4S9	524546 162305	S4S3287	CONCRETE	CONCRETE	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S0	524506 162304	S4S3290	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S1	524513 162315	S4S3298	CONCRETE	CONCRETE	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S2	524506 162300	S4S3296	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S3	524507 162315	S4S3297	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712
S4S4	524506 162300	S4S3292	WOOD	WOOD	100W-CHOL	52W-LED	F	53	15057261 15062712

[illegible]

ITEM	DESCRIPTION	PILE			LUMBARE		NOTES	
		INTSIGHT 7/0.5	TYPE	PREVIOUS LUMBARE	NEW LUMBARE	ARM LENGTH		
S119	272506 167759	S4.E3340	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3340	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S120	272517 167760	S4.E3341	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3339	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S121	272489 167761	S4.E3339	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3338	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S122	272451 167622	S4.E3338	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3330	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S123	272423 167624	S4.E3330	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3331	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S124	272460 167625	S4.E3331	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3332	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S125	272458 167627	S4.E3332	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3333	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S126	272460 167630	S4.E3333	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3325	CONCRETE	100Y-CHOL	10Y4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S127	272489 167634	S4.E3325	CONCRETE	100Y-CHOL	10Y4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3337	CONCRETE	100Y-CHOL	2N4LED	10	5	1/50/1921 1/50/1921 1/50/1921	
S128	272513 167637	S4.E3337	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3338	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S129	272502 167638	S4.E3338	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3329	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S130	272506 167639	S4.E3329	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3330	WOOD	100Y-CHOL	2N4LED	10	5	1/50/1921 1/50/1921 1/50/1921	
S131	272540 167640	S4.E3330	WOOD	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3331	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S132	272507 167645	S4.E3331	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3332	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S133	272578 167649	S4.E3332	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3333	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S134	272565 167652	S4.E3333	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3334	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S135	272554 167653	S4.E3334	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3335	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S136	272544 167654	S4.E3335	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3336	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921	
S137	272529 167651	S4.E3336	CONCRETE	100Y-CHOL	2N4LED	5	5	1/50/1921 1/50/1921 1/50/1921
	S4.E3326	CONCRETE</						



Match Line "M" - See Sht. 06 of 08

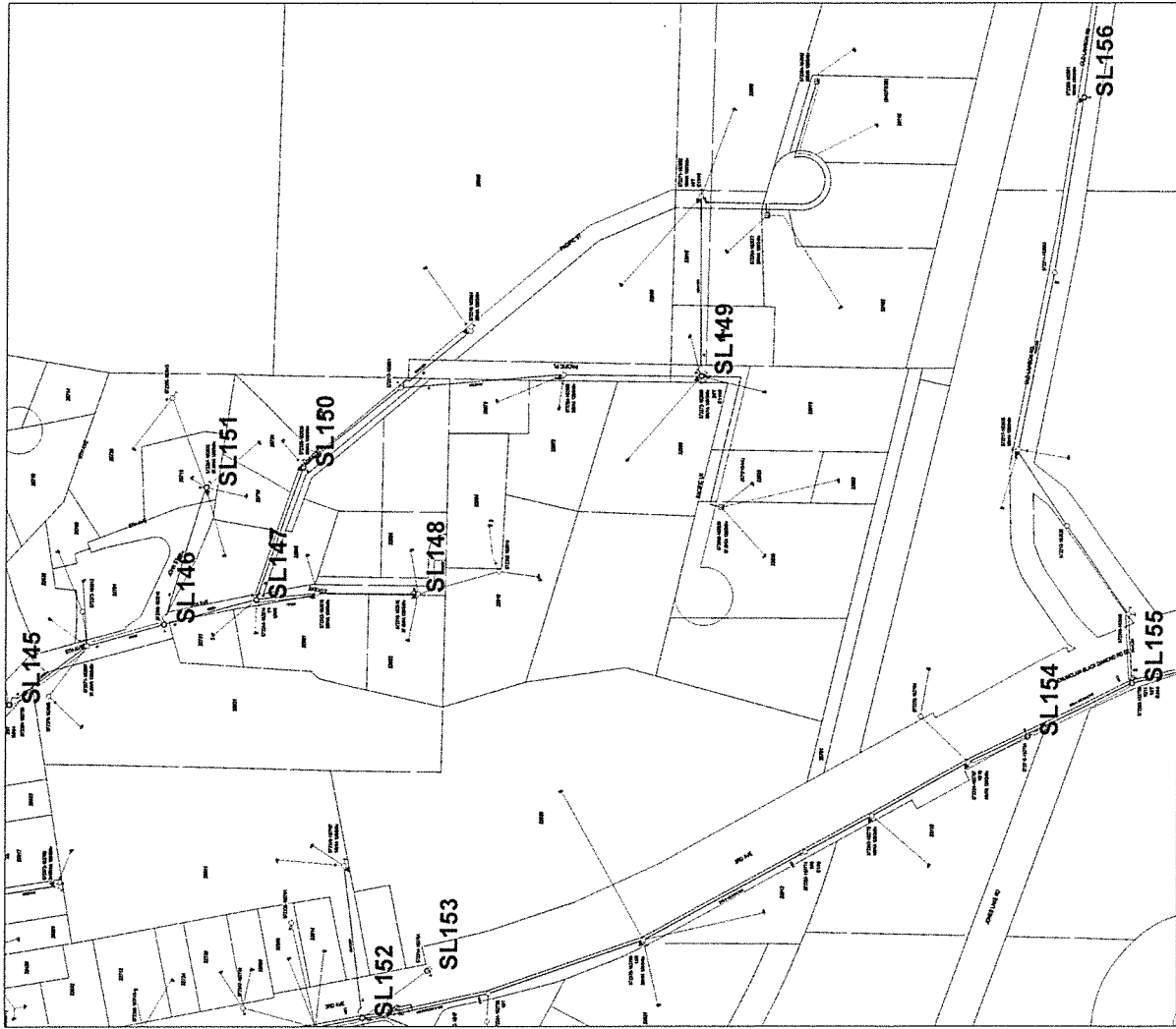
[illegible]

Relight Washington - Black Diamond

Schedule 53 (T1B)
Various Locations
Black Diamond, WA 98010

SOUND ENERGY

11

[illegible][illegible]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-0000 authorizing the Mayor to execute a Water Quality Improvement Project Grant Agreement with King County for the North Commercial and State Route 169 Stormwater Treatment Facility project	Agenda Date: April 21, 2016	
	AB16-029	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$243,643 revenue	Police – Chief Kiblinger	
Fund Source: King County Water Quality Improvement Grant	Public Works – Seth Boettcher	X
Timeline: 2016-2019	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 16-0000; King County Water Quality Improvement Project Grant Agreement; 2015-2020 CIP Page		
SUMMARY STATEMENT: <p>The City received Department of Ecology Capacity Grant funds in 2013 for pre-construction planning and design for the SR 169 and North Commercial Stormwater Treatment Facility project (Resolution 13-899). Public Works staff has been awarded a Water Quality Improvement Project Grant to help fund the construction of this project from King County.</p> <p>This grant will help staff as they continue to apply for grants for the construction of this project. Public Works staff estimates that \$920,000 will be needed to complete this project. This grant will cover \$243,643.</p> <p>Public Works staff will continue to apply for funding for the remaining \$676,357, including Opportunity Funds, the State Legislature, and WRIA 9.</p> <p>FISCAL NOTE (Finance Department): Under this Water Quality Grant of \$243,643, the County will reimburse the City for expenses incurred on this project. City staff will not expend money over the Grant amount on this project until the remaining funds are secured to complete this project. A budget change will be required in 2016 to add the Grant Revenue and Expenditures of \$243,643.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 16-0000 (Clerk to assign number at adoption), authorizing the Mayor to execute a Water Quality		

Improvement Project Grant Agreement with King County for the North Commercial and SR 169 Stormwater Treatment Facility project.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2016		

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A WATER
QUALITY IMPROVEMENT PROJECT GRANT
AGREEMENT WITH KING COUNTY FOR THE NORTH
COMMERCIAL AND SR 169 STORMWATER TREATMENT
FACILITY PROJECT**

WHEREAS, the City has identified the need to treat stormwater runoff from State Route 169 and the north commercial area in the Capital Improvement Plan; and

WHEREAS, the City has completed design for the North Commercial and SR 169 Stormwater Treatment Facility project; and

WHEREAS, the City was selected for a Water Quality Improvement Project Grant in the amount of \$243,643; and

WHEREAS, Public Works staff will continue to seek additional grants needed for fully funding this project; and

WHEREAS, an agreement with King County is required to establish the terms of funding the North Commercial and SR 169 Stormwater Treatment Facility project;

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 the Water Quality Improvement Project Grant Agreement with King County for the North Commercial and SR 169 Stormwater Treatment Facility project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF APRIL, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



King County

Water Quality Improvement Project Grant Agreement

**AGREEMENT
between
CITY OF BLACK DIAMOND
and
KING COUNTY**

This is an Agreement between **City of Black Diamond**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **North Commercial and State Route 169 Stormwater Treatment Facility**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. RECIPIENT description: City of Black Diamond, a municipality located in southeast King County
- B. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: Supports final design and construction of wetland and infiltration swale to address stormwater outfall in Green River/Soos Creek basin to provide treatment prior to discharge to Ginder Creek.
- C. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection B above in an amount up to, but not exceeding \$243,643, hereinafter the “AWARD.”
- D. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- E. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at \$676,357, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment

and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY's Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in special circumstances, at the discretion of the COUNTY, where advances of a portion of the AWARD may be made. Twenty percent (20%) of the AWARD amount will be withheld by the COUNTY until receipt of the final Quarterly Progress and Expense Reports and the Closeout Reports.
- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.
- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress Reports, Quarterly Expense Reports, and Closeout Reports. Twenty percent (20%) of the AWARD will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress Reports (Exhibit E), Quarterly Expense Reports (Exhibit F or G), Financial Closeout Report (Exhibit H), and Narrative Closeout Report (Exhibit I); including backup documentation such as photos, copies of articles, and financial backup such as copies of receipts.
 - 2. Quarterly Progress Report (Exhibit E) and Quarterly Expense Report (Exhibit F or G) shall be submitted together.
 - a. Each Quarterly Progress Report shall be presented in the format shown in Exhibit E of this Agreement; each Quarterly Expense Report shall be presented in the format shown in Exhibit F of this agreement.
 - b. The Quarterly Progress and Quarterly Expense reports are due thirty (30) days after the end of each quarter.
 - c. If no expenses are made during a quarter, no Expense Report is needed. However, the Quarterly Progress Report should still be submitted and indicate that no expenses were made during that time period.

- d. The Quarterly Expense Report should detail expenses and include backup documentation of expenses.
- 3. Financial Closeout Report (Exhibit H) and Narrative Closeout Report (Exhibit I) shall be submitted together, which will include closeout documentation.
 - a. The Final Closeout reports are due thirty (30) days after the end date of the contract or not later than February 28, 2019.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by February 28, 2019. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.
- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that

generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.

- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

CITY OF BLACK DIAMOND by:

Signature: _____

Carol Benson, Mayor

Date: _____

KING COUNTY by:

Signature: _____

Gunars Sreibers, Acting Division Director, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Tasks and Activities	Measurable Results/Deliverables	Timeframe
Design and Permitting	Ensure environmental protection; implementation of good science and standards	
Construction of storm pipe to collect stormwater	Intercept the polluted stormwater before it discharges to Ginder Creek and transport it 2000 ft. downstream to a great site for treatment	Summer 2017 or 2018
Construct a wet pond for primary settling and a large shallow wetland for biological treatment	The constructed wetland will provide a natural highly effective treatment system to remove pollutants before the stormwater reaches Ginder Creek	Summer 2017 or 2018
Project Management and Inspection	The City's oversight will ensure that state law is followed, construction is completed according to the contract and plans, reporting and records are properly kept and permit conditions are met	2016 - 2018
Permits/Permissions	Coordination with WSDOT for work within the State Right of Way; hydraulic permit approval from the state department of Fish and Wildlife for a storm pipe under or over Ginder Creek and possibly a new stream bank protection wall along Roberts Drive	Winter 2016

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget might deviate more than ten percent (10%) (of Grand Total). For more information, contact your grant administrator.

A	B	C	D	E	F
BUDGET CATEGORY	ITEMS: Description (rate or unit x quantity)	GRANT AWARD	CASH MATCH	IN-KIND MATCH	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits: for Project management, inspection services during construction and project administration	Public Works Director, Capital Project Manager and Utilities Supervisor average \$75/hr. x 1,200 hours	[\$24,300] (27% of \$90,000)		City is providing the property but cost is not accounted for in project budget	Secured
<i>Salary and Benefits Subtotal</i>		\$24,300			
Project supplies, materials, and equipment	Included in the construction bid below				
Construction by contract	Construction is currently estimated @ \$775,000	[\$201,500] 26% of \$775,000	[\$676,357] Opportunity fund, State leg, and WRIA 9		State legis. and WRIA 9 funding not secured yet
Engineering and permitting	Currently estimated at \$55,000	[\$17,843] 32%			
<i>Direct Costs Subtotal</i>		\$219,343	\$676,357		
<i>Project Subtotal (Salary and Benefits Subtotal + Direct Costs Subtotal)</i>		\$243,643	\$676,357		
<i>Overhead (not more than 10% of Grand TOTAL)</i>					
Grand TOTAL		\$243,643	\$676,357		

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY prior to any further requests for AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORTS, FINANCIAL AND NARRATIVE: These reports document the successful completion of the PROJECT according to the scope of work. The Financial and Narrative Closeout Reports are due thirty (30) days after the end of your agreement period. Refer to Exhibit H for more information.

Include in the final report:

1. Financial Closeout Report (Exhibit H) documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout Report (Exhibit I) documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget page of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

FINANCIAL RECORDS: Maintain a **record of your expenditures** to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report (Exhibit H).

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the PROJECT.

QUARTERLY PROGRESS REPORTS (Exhibit E): These reports include a task summary and provide a status report on the progress of tasks identified in the scope of work. It also quantifies the amount spent to date and percent of the PROJECT completed. The quarterly reports are due thirty (30) days after the end of each quarter.

QUARTERLY EXPENSE REPORTS (Exhibit F or G): This form, submitted along with a Quarterly Progress Report, is for reimbursement of costs each quarter.

SCOPE OF WORK (EXHIBIT A): Keep track of your activities as they relate to the scope of work you provided. You will have to document the progress when submitting your Quarterly Reports (Exhibit E) and Closeout Report (Exhibit I).

START DATE: The start date of this agreement is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. (Same thing as Effective Date.)

EXHIBIT E: QUARTERLY PROGRESS REPORT



Water Quality Improvement Project Quarterly Progress Report

Date _____
Recipient _____
(organization) _____
Contact Name _____
Phone _____ **Email** _____
Address _____
City, State, Zip Code _____
Request No. _____ **Dates** _____
(beginning & end date for this claim)
Project Name _____

<i>Instructions: Complete this form and submit together with Quarterly Expense Report to Grant Administrator</i>	
Tasks/Activities (from Scope of Work)	Measurable Results/Deliverables progress/status/percentage completed (note dates) (from Scope of Work)
1)	
2)	
3)	

4)	
5)	

Briefly describe for this time period, in five lines or less per topic:

Project Successes

Obstacles and Challenges

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT F: QUARTERLY EXPENSE REPORT



King County

Water Quality Improvement Project Quarterly Expense Report

Date _____
Recipient _____
 (organization) _____
Contact Name _____
Phone _____ **Email** _____
Address _____
City, State, Zip Code _____
Request No. _____ **Dates** _____
 (beginning & end date for this claim)
Project Name _____

Instructions: Complete this spreadsheet in Excel and attach your financial/accounting system reports to document all expenses.

Budget Line Item (From Exhibit B Budget, use latest approved amendment)	Budgeted (From Exhibit B Budget, use latest approved amendment)	Current Request	Amount of all Prior Requests (Do not include advances as a line item)	Award Balance Remaining
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$	\$ -	\$ -	\$ -
GRAND TOTAL		\$ -		
THIS REQUEST		\$ -		

Please email inquiries and all documents to:
 Elizabeth Loudon, Grant Administrator
 Wastewater Treatment Division
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT G: QUARTERLY EXPENSE REPORT—ADVANCE



Water Quality Improvement Project Quarterly Expense Report with Advance

Date _____
Recipient (organization) _____
Contact Name _____
Phone _____ **Email** _____
Address _____
City, State, Zip Code _____
Request No. _____ **Dates** (beginning & end date for this claim) _____
Project Name _____

Budget Line Item (From Exhibit B Budget, use latest approved amendment)	Budgeted (From Exhibit B Budget, use latest approved amendment)	Current Request	Advance Reconciliation (Expenses covered by last advance)	Amount of all Prior Requests (Do not include advances as line item)	Award Balance Remaining
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
ADVANCE REQUESTED (For next period)		\$ -			\$ -
GRAND TOTAL		\$ -			\$ -
ADVANCE FROM LAST INVOICE			\$ -		\$ -
ADJUSTED FOR ADVANCE FORFEITURE (Advance balances do not carry forward)			\$ -		\$ -
THIS REQUEST		\$ -			\$ -
ADVANCE EXPLANATION:					

Please email inquiries and all documents to:
 Elizabeth Loudon, Grant Administrator
 Wastewater Treatment Division
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT H: FINANCIAL CLOSEOUT REPORT



Water Quality Improvement Project Financial Closeout Report

Project Name _____
Recipient _____
Total Award _____
Project Contact _____
Address _____
City/State _____
Phone _____
Email _____
Grant Agreement Dates *Start Date – End Date* _____
Date Reporting *Today's Date* _____

Instructions: Complete the budget table below comparing your proposed budget to actual spending within the project and sign. Include receipts and/or auditable accounting details for all costs incurred for the project. This may include ledger-based copies, cancelled checks, and payroll records.

BUDGET ITEM	GRANT BUDGET	GRANT ACTUAL	CASH MATCH PROPOSED	CASH MATCH ACTUAL	IN-KIND MATCH PROPOSED	IN-KIND MATCH ACTUAL
Staff salaries & benefits						
Salaries & Benefits Sub Total						
Freelance workers and consultants						
Project supplies, materials, and equipment						
Commercial services						
Transportation						
Other costs						
Direct Costs Sub Total						
Overhead (10% of Grand Total max)						
Grand TOTAL						

Provisions

Please complete and sign below.

By signing this financial closeout report, I _____, an authorized representative of the above named RECIPIENT, confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named PROJECT in the course of fulfilling the conditions of the Agreement between City of Black Diamond and KING COUNTY.

This report contains financial documents from _____ to _____ (dates).

I hereby acknowledge that there are no further expenses associated with this PROJECT, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in the budget. I understand that City of Black Diamond is fully bound by the provisions of the Agreement, including but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the Terms of the Agreement, and the right to examine records. I further understand that the COUNTY, upon examining final budget and closeout reports, submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

Signature: _____

RECIPIENT printed name and title:

Date: _____

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT I: NARRATIVE CLOSEOUT REPORT



Water Quality Improvement Project Narrative Closeout Report

Project Name	_____
Recipient	_____
Total Award	_____
Project Contact	_____
Address	_____
City/State	_____
Phone	_____
Email	_____
Grant Agreement Dates	Start Date – End Date
Date Reporting	Today's Date

Instructions: In narrative format, summarize the project accomplishments and successes, regional benefits, project performance, obstacles and challenges, lessons learned, and recommendations for future comparable projects. Attach copies of all project materials and publications as well as photos from your project.

Project Performance

Please quantify all fields below that are applicable to your project and for which you have data; add any other quantifiable data that is pertinent, including units (e.g. square feet, volunteer hours, gallons/year).

Wastewater Captured and Treated	Volunteer Hours
Stormwater Runoff Captured	Events Organized/Tours Given
Stormwater Runoff Diverted	Event Attendance
Best Management Practices Installed	People Engaged
Rain Gardens Installed	Presentations Given
Cisterns Installed	Materials Created
Water Saved	Materials Distributed
Sites Restored	Languages Provided
Site Depaved	Communities Served
Native Plants Installed	Project Partners
Organizations Engaged	Social Media Followers
Ambassadors Recruited	Website Visits
Active Volunteers	Earned Media Stories

Regional Water Quality Benefits

What difference did this project make in supporting King County WTD's water quality mission, and create a benefit to or improvement of water quality within WTD's service area?

Project Accomplishments and Successes

Please describe the notable accomplishments and success of your project, both anticipated and unanticipated.

Obstacles and Challenges

Please describe any obstacles or challenges you faced while carrying out this project.

Lessons Learned and Recommendations for Future Projects

Please describe any lessons learned from both successes and failures alike. What strategies worked well that might be replicated elsewhere and what approaches fell short of expectations? Why?

Project Materials and Photos (list here and attach)

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT J: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Capital Plan 2015 - 2020

Project for the	Stormwater Department	#	D2
PROJECT TITLE	North Commercial and SR 169 Stormwater Treatment Pond		13.15

DESCRIPTION

Collect storm water runoff from the main commercial area in north Black Diamond and from State Route 169 and route to city property north of the library. Construct a wetpond or vault for pre-treatment followed by constructed wetlands to dispersion trenches for discharge to upland above Ginder Creek.

BACKGROUND

Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges. Stormwater outfall discharges from the commercial area and the state route appear to have the highest pollutant loadings as compared to other City stormwater outfalls.

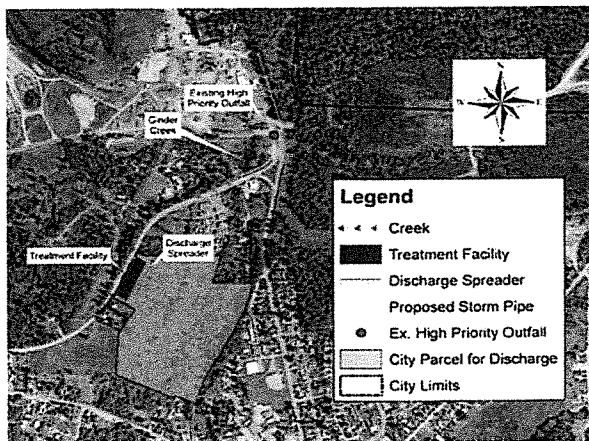
COMMENTS

The City obtained a grant from the Department of Ecology to design this project. With a completed design at 90%, the City will have a well defined project and will use the detailed information to improve grant applications.

Final Engineering prepare bid docs
Construction
Management / Administration
TOTAL COSTS

SOE Grant
Grant Matching
TOTAL SOURCES

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
20,000		20,000				
850,000			850,000			
		5,000	35,000			
870,000	-	20,000	850,000	-	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
850,000			850,000			
20,000		20,000				
870,000	-	20,000	850,000	-	-	-



10/29/14



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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-0000, confirming the Mayor's appointment to the Planning Commission	Agenda Date: April 21, 2016	
	AB16-030	
	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	
Cost Impact (see also Fiscal Note): \$	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-0000; application		
SUMMARY STATEMENT: <p>Staff advertised for the vacancy on the Planning Commission due to the resignation of Gary Davis; the City received two applications. An interview committee consisting of Mayor Benson, Councilmember Edelman, and Councilmember Deady interviewed both applicants on April 8, 2016.</p> <p>After careful consideration, the Mayor is seeking confirmation of her appointment of Jason Seth to the Black Diamond Planning Commission Position No. 7, with said term to expire December 31, 2017.</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-0000 (Clerk will assign number at adoption), authorizing the Mayor's Planning Commission appointment of Jason Seth to the Black Diamond Planning Commission Position No. 7.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 21, 2016		

RESOLUTION NO. 16-0000

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
CONFIRMING THE MAYOR'S APPOINTMENT TO THE
PLANNING COMMISSION**

WHEREAS, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, this Resolution confirms the Mayor's appointment to the City of Black Diamond Planning Commission;

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

Section 1. That the Mayor's appointment of Jason Seth to the City of Black Diamond Planning Commission Position No. 7 is hereby confirmed; said term to expire on December 31, 2017.

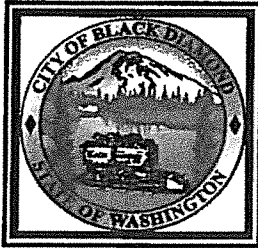
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT
A SPECIAL MEETING THEREOF, THIS 21ST DAY OF APRIL, 2016.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

Commission Application

PO Box 599 - 24301 Roberts Drive

Black Diamond, WA 98010

Phone: 360.886.5700 - Fax: 360.886.2592

Name: Jason Seth

Address: 32105 Sunny Ln

Home Phone: 425-306-8994

Business Phone: 425-430-6502

Email address: jasonseth@msn.com

How long at Residence: 3 years in July

Best time to contact: After 5 p.m.

Commission desired:

1.) Planning Commission

2.)

Reason you are interested in serving: I would like to help guide the City's future development, land use actions, tree preservation regulations, and economic development goals.

Previous community activities: I have volunteered at homeless shelters in Renton, Renton's One Night Count, Arbor Day/Earth Day Events, and I have served senior citizens Thanksgiving dinner for the past five years.

Applicable education, occupational, and specialized experience: 11+ years municipal service as Records Mgr., Deputy City Clerk, and current City Clerk. I have extensive knowledge of RCWs, WACs, and legal processes.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:

I see no conflict of interest

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: Yes.

Are there any days or evenings you are unavailable to meet? I cannot work Monday nights.

Signature:

Date: 3/9/2016