



CITY OF BLACK DIAMOND
February 2, 2017 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:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 1) **Claim Checks** – February 2, 2017 - No. 44352 through No. 44390 and EFTs in the amount of \$105,216.99

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- | | |
|--|------------------|
| 2) AB17-008A – Resolution Authorizing Yearly Addendum to Valley Communications Contract | Chief Kiblinger |
| 3) AB17-009A – Resolution Approving Purchases of Police Vehicles | Chief Kiblinger |
| 4) AB17-004A – Resolution Approving Grant Agreement with Transportation Improv. Board for Roberts Drive Maintenance Project | Mr. Williamson |
| 5) AB17-018 – Resolution Amending Council Rules of Procedure | Councilor Pepper |
| 6) AB17-002B – Resolution Approving Membership and Chairs of Council Committees | Councilor Morgan |

NEW BUSINESS:

- | | |
|--|----------------|
| 7) AB17-019 – Resolution Authorizing Grant Agreement with King County Department of Public Health for 2017-2018 Recycling Event | Mr. Williamson |
| 8) AB17-020 – Resolution Authorizing Grant Agreement with King County Solid Waste Division for 2017-2018 Recycling Event | Mr. Williamson |
| 9) AB17-021 – Resolution Authorizing Agreement with Olympic Environmental for 2017-2018 Recycling Event | Mr. Williamson |
| 10) AB17-022 – Resolution Adopting 2017-2022 Transportation Improvement Plan | Mr. Williamson |
| 11) AB17-023 – Resolution Authorizing Grant Agreement with Department of Ecology for | |

2015-2017 Stormwater Capacity Grant

Mr. Williamson

12) AB17-024 – Resolution Authorizing Contract with AHBL for Planning Services

Mr. Williamson

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORT:

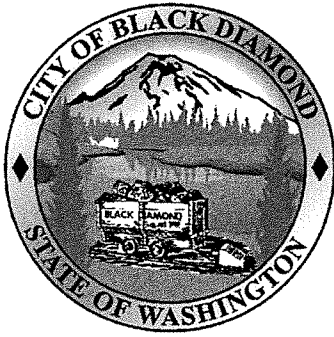
- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: February 2, 2017 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
44352-44364	December-Early Release 5 th Dec Batch	01/23/17	\$ 44,299.74
44365	January-Early Release 3 rd Jan Batch	01/23/17	\$ 150.00
44366-44387	January – 3 rd Jan Batch for 02/02 Council	02/03/17	\$ 53,125.25
44388-44390	February- 1 st February Batch for 02/02	02/03/17	\$ 7,642.00
		TOTAL	\$ 105,216.99

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, FINANCE DIRECTOR / CAROL BENSON, MAYOR

1-26-2017
DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2017, 2016

Deposit Period: 2017 - February, 2017 - January, 2016 - December

Check Period: 2017 - February - 1st Feb Batch for 2/02 Council, 2017 - January - 3rd Jan Batch for 02/02 Council, 2017 - January - Early Release 3rd Jan Batch, 2016 - December - Early Release 5th Dec Batch

Number	Name	Print Date	Amount
<u>44352</u>	AHBL, Inc.	1/23/2017	\$12,830.00
<u>44353</u>	BHC Consultants, LLC	1/23/2017	\$7,805.00
<u>44354</u>	CenturyLink (WA)	1/23/2017	\$1,032.75
<u>44355</u>	CHS/Cenex	1/23/2017	\$1,266.29
<u>44356</u>	City of Maple Valley	1/23/2017	\$918.75
<u>44357</u>	HWA GeoSciences Inc.	1/23/2017	\$13,765.48
<u>44358</u>	Puget Sound Energy	1/23/2017	\$2,373.13
<u>44359</u>	Regional Animal Services of King County	1/23/2017	\$30.00
<u>44360</u>	Republic Services, Inc. #176	1/23/2017	\$676.14
<u>44361</u>	South Correctional Entity	1/23/2017	\$2,669.00
<u>44362</u>	State Auditor Office	1/23/2017	\$93.20
<u>44363</u>	Summit Law Group	1/23/2017	\$808.50
<u>44364</u>	Washington State Treasurer	1/23/2017	\$31.50
<u>44365</u>	DMCMA	1/23/2017	\$150.00
<u>44366</u>	Blumenthal Uniforms & Equipment	2/3/2017	\$100.08
<u>44367</u>	Cascade Engineering Services, Inc.	2/3/2017	\$1,440.00
<u>44368</u>	CenturyLink (AZ)	2/3/2017	\$61.47
<u>44369</u>	City of Enumclaw	2/3/2017	\$1,822.50
<u>44370</u>	Comcast (34744)	2/3/2017	\$233.82
<u>44371</u>	Firestone Complete Auto Care	2/3/2017	\$624.10
<u>44372</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	2/3/2017	\$40.00
<u>44373</u>	IACP Membership	2/3/2017	\$150.00
<u>44374</u>	Intercom Language Services	2/3/2017	\$110.00
<u>44375</u>	International Institute of Municipal Clerks	2/3/2017	\$160.00
<u>44376</u>	Johnsons Home & Garden	2/3/2017	\$85.77
<u>44377</u>	Office Products Nationwide	2/3/2017	\$437.97
<u>44378</u>	Puget Sound Energy	2/3/2017	\$44,304.84
<u>44379</u>	Red the Uniform Tailor	2/3/2017	\$197.64
<u>44380</u>	Regional Animal Services of King County	2/3/2017	\$120.00
<u>44381</u>	Safe Security	2/3/2017	\$49.98
<u>44382</u>	Seattle Public Utilities	2/3/2017	\$1,900.00
<u>44383</u>	Signs By Tomorrow	2/3/2017	\$27.38
<u>44384</u>	Utilities Underground	2/3/2017	\$18.48
<u>44385</u>	Verizon Wireless	2/3/2017	\$999.22
<u>44386</u>	Wa Assoc of Sheriffs & Police Chiefs	2/3/2017	\$195.00
<u>44387</u>	Water Management Laboratories, Inc.	2/3/2017	\$47.00
<u>44388</u>	Kara Murphy Richards	2/3/2017	\$2,000.00
<u>44389</u>	Melanie Thomas Dane	2/3/2017	\$2,000.00
<u>44390</u>	Sorci Family LLC	2/3/2017	\$3,642.00
Total			\$105,216.99

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Date	Fiscal Year	Description	Amount
Transaction Reference	Account Number	Name	Year		

AHBL, Inc.

44352 100875 12/31/2016 2016 - December - Early Release 5th Dec Batch

Con C-122
410-000-000-531-10-49-13 Prof Svs-Low Impact Implementation
11/26-12/31 2016 Low Impact Code Gap Analysis Services \$1,230.00

44352 100890 12/31/2016 2016 - December - Early Release 5th Dec Batch

Res 15-1056
001-000-240-558-60-41-06 Prof Svs-Gen Gvt Planner
11/26-12/31 2016 Planning Services \$5,600.00

44352 97630 2/29/2016 2016 - December - Early Release 5th Dec Batch

Res 15-1056
001-000-240-558-60-41-06 Prof Svs-Gen Gvt Planner
1/26-2/25 2016 Planning Services: Never received Invoice \$6,000.00

Total 44352 Total 97630
Total AHBL, Inc. \$6,000.00
BHC Consultants, LLC \$12,830.00
\$12,830.00

44353 0008474 1/17/2017 2016 - December - Early Release 5th Dec Batch

Con 135
001-000-246-558-70-41-00 MDRT Planning Prof. Services \$1,610.00
310-000-025-558-60-41-00 MDRT: SEPA for Villages Offsite Water Main Ext
Comp Plan Update-Prof Svs \$6,195.00

Version	Transaction Number	Transaction Date	Transaction Description	Amount
Transaction Reference	Account Number	Name	Time	Amount

Total 44353
 Total BHC Consultants, LLC
 CenturyLink (WA)
 Total 0008474
 Comprehensive Plan Update

44354

011117 CL

1/11/2017

2016 - December - Early Release 5th Dec Batch

December Services				
001-000-120-512-50-42-00	Telephone/DSL			\$48.40
PD/CT Security Line 253-631-1012 182B				
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards			\$176.56
Police-Main Line 253-631-1012 182B				
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards			\$140.13
Police-T1 Line-KC Inet 206-T54-3585 584B				
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards			\$48.40
Police-Line 2 360-886-2862 596B				
001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards			\$50.67
Police-Fax 360-886-2901 325B				
001-000-270-576-80-42-00	Telephone/DSL/Radios			\$4.51
PW Shop Allocation - 360-886-2523 656B				
001-000-280-536-20-42-00	Telephone, DSL & Radios			\$2.24
PW Shop Allocation - 360-886-2523 656B				
101-000-000-542-90-42-01	Telephone/DSL/Radios			\$24.79
PW Shop Allocation - 360-886-2523 656B				
401-000-000-534-80-42-00	Telephone/DSL/Radios			\$254.11
Water Reservoir 360-886-7235 830B				
401-000-000-534-80-42-00	Telephone/DSL/Radios			\$27.04
PW Shop Allocation - 360-886-2523 656B				
407-000-000-535-80-42-00	Telephone/DSL/Radios			\$57.29
Old Lawson Pump Station 360-886-8146 712B				
407-000-000-535-80-42-00	Telephone/DSL/Radios			\$48.40
Diamond Glen Sewer 360-886-0537 580 B				
407-000-000-535-80-42-00	Telephone/DSL/Radios			\$27.04
PW Shop Allocation - 360-886-2523 656B				
407-000-000-535-80-42-00	Telephone/DSL/Radios			\$42.97
Ridge Sewer Pump Station 360-886-0474 006B				

City of Maple Valley

44356

INV03046

1/5/2017

2016 - December - Early Release 5th Dec Batch

Res 16-1096

001-000-240-558-51-41-03

December Services

Bldg Official/Code Inspc. Costs

\$918.75

Total 44356

Total INV03046

Total City of Maple Valley

\$918.75
\$918.75
\$918.75

HWA GeoSciences Inc.

44357

27037

10/25/2016

2016 - December - Early Release 5th Dec Batch

Res 14-977

001-000-257-558-70-41-05

September 2016 Services: Invoice never received

MDRT Geotech- HWA and SubTerra

\$13,765.48

Total 44357

Total 27037

Total HWA GeoSciences Inc.

\$13,765.48
\$13,765.48
\$13,765.48

Puget Sound Energy

44358

010717

1/7/2017

2016 - December - Early Release 5th Dec Batch

Dec 2016 Services

001-000-254-518-20-47-00

City Hall-Acct 300000007074

Facilities-Utilities

\$563.79

001-000-270-576-80-47-00

PW Shop-Parks-Acct 200017719507

Electric/Gas

\$86.35

101-000-000-542-63-47-01

Street Lighting
Street Lights-Acct 300000003735

\$1,722.99

Total 44358

Total 010717

Total Puget Sound Energy

\$2,373.13
\$2,373.13
\$2,373.13

Regional Animal Services of King County

44359

101816 RAS

10/18/2016

2016 - December - Early Release 5th Dec Batch

Oct 2016 Charges

633-000-000-589-00-00-01

King County Animal License

Account Audit showed October payment was not submitted

\$30.00

Total 101816 RAS

Total 44359

\$30.00
\$30.00
\$30.00

Total Regional Animal Services of King County

Republic Services, Inc. #176

44360

0176-004913462

12/31/2016

2016 - December - Early Release 5th Dec Batch

Dec 2016 Services

001-000-248-518-20-47-03

MDRT-Waste Disposal Costs

\$83.12

MDRT

001-000-254-518-20-47-01

Facilities-Waste Disposal

\$124.68

City Hall

Total 0176-004913462

\$207.80

44360

0176-004913801

12/31/2016

2016 - December - Early Release 5th Dec Batch

Dec 2016 Services

001-000-270-576-80-47-04

Waste Disposal

\$10.42

PW-Parks

001-000-280-536-20-47-04

Waste Disposal

\$5.21

PW-Cemetery

101-000-000-543-31-47-04

Waste Disposal

\$57.32

PW-Street

401-000-000-534-80-47-04

Waste Disposal

\$62.53

PW-Water

407-000-000-535-80-47-04

Waste Disposal

\$62.53

PW-Sewer

410-000-000-531-10-47-04

Waste Disposal

\$62.53

PW-Drainage

Total 0176-004913801

\$260.54



44360	0176-004913961	12/31/2016	2016 - December - Early Release 5th Dec Batch	
	Dec 2016 Services			
	001-000-212-521-50-47-04		Waste Disposal	\$207.80
	Police and Court			
Total 44360	Total 0176-004913961			\$207.80
Total Republic Services, Inc. #176				\$676.14
South Correctional Entity				\$676.14

44361	2294	1/11/2017	2016 - December - Early Release 5th Dec Batch	
	Dec 2016 Jail Costs			
	001-000-211-523-60-49-00		Jail Costs	\$2,669.00
	17 Days @ 157.00/day			
Total 44361	Total 2294			\$2,669.00
Total South Correctional Entity				\$2,669.00
State Auditor Office				\$2,669.00

44362	L118219	1/17/2017	2016 - December - Early Release 5th Dec Batch	
	December Services			
	001-000-140-514-23-41-03		Accountability Audit	\$93.20
Total 44362	Total L118219			\$93.20
Total State Auditor Office				\$93.20
Summit Law Group				\$93.20

44363	82678	1/20/2017	2016 - December - Early Release 5th Dec Batch	
	Res 13-867			
	001-000-150-515-30-41-08		Legal Svcs-Union Contracts	\$49.00
	12/28/16 Services			
Total 44363	Total 82678			\$49.00

Vendor	Transaction Number	Transaction Date	Transaction Description	Amount
	Transaction Description	Transaction Date	Transaction Description	Amount

44363

82679

1/20/2017

2016 - December - Early Release 5th Dec Batch

Res 13-867

001-000-150-515-30-41-08

12/1-12/22 2016 Services

Legal Svcs-Union Contracts

\$759.50

Total 44363

Total Summit Law Group

\$759.50
\$808.50
\$808.50

Washington State Treasurer

44364

123116 Q4 WST

12/31/2016

2016 - December - Early Release 5th Dec Batch

Q4 2016 Building Fees

633-000-000-586-10-00-00

State Remit-Bldg Permit Fees

\$31.50
\$31.50
\$31.50

Total 44364

Total 123116 Q4 WST

Total Washington State Treasurer

Vendor Count 13

Grand Total

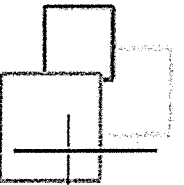
\$44,299.74

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Date	Fiscal Description	Voucher
	Transaction Reference	Account Number	Name	Amount

DMCMA	44365	011017 DMCMA	1/10/2017	2017 - January - Early Release 3rd Jan Batch	
		2017 Court Membership			
		001-000-120-512-50-49-03		Memberships	\$150.00
	Total 44365	Total 011017 DMCMA			\$150.00
		Vendor Count	1	Grand Total	\$150.00

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Date	Fiscal Description	Voucher Amount
	Transaction Reference	Account Number	Name	Amount

Blumenthal Uniforms & Equipment

44366	006748870	1/6/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Police Uniforms	
			001-000-210-521-10-31-04	
			Uniforms	
Total 44366	Total 006748870			\$100.08
				\$100.08
				\$100.08
				\$100.08

Cascade Engineering Services, Inc.

44367	ML-17011812953	1/18/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Annual Vehicle Radar Calibration	
			001-000-210-521-10-48-01	
			Vehicle Maintenance & Repair	
Total 44367	Total ML-17011812953			\$1,440.00
				\$1,440.00
				\$1,440.00
				\$1,440.00

CenturyLink (AZ)

44368	1398548014	1/11/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Facilities: Old City Hall Main Line	
			001-000-254-518-20-42-00	
			Facilities-Communication	
Total 44368	Total 1398548014			\$61.47
				\$61.47
				\$61.47
				\$61.47

City of Enumclaw

44369	04907	12/30/2016	2017 - January - 3rd Jan Batch for 02/02 Council	
			Jail Services for December	
			001-000-211-523-60-49-00	
			Jail Costs	
			3 days @ \$60.00/day	
				\$180.00

Transaction Number	Transaction Date	Encumbrance Option	Vendor
Transaction Reference	Account Number	Name	Amount
		File	

001-000-211-523-60-49-00 30 days @ \$54.75/day Jail Costs \$1,642.50

Total 44369
Total City of Enumclaw \$1,822.50
Comcast (34744) \$1,822.50

44370 011017 Com 34744 1/10/2017 2017 - January - 3rd Jan Batch for 02/02 Council

1/17-2/16 Services 001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards \$3.30

Total 011017 Com 34744 Police Cable TV Act 8498 34 014 0106172 \$3.30

44370 011217 Com 34744 1/12/2017 2017 - January - 3rd Jan Batch for 02/02 Council

1/22-2/21 Services 001-000-120-512-50-42-00 Telephone/DSL \$230.52

Total 011217 Com 34744 Court Internet Act 8498 34 014 0122286

Total 44370 \$230.52
Total Comcast (34744) \$233.82
Firestone Complete Auto Care \$233.82

44371 46919 12/17/2016 2017 - January - 3rd Jan Batch for 02/02 Council

Police Tires 001-000-210-521-10-48-01 Vehicle Maintenance & Repair \$624.10

Total 46919 \$624.10
Total 44371 \$624.10
Total Firestone Complete Auto Care \$624.10

Greater Maple Valley-Black Diamond Chamber of Commerce

44372 9883 1/18/2017 2017 - January - 3rd Jan Batch for 02/02 Council

Luncheon Chamber Member 001-000-110-511-60-43-00 Lodging, Meals and Mileage \$20.00

J. Edelman

Transaction Number	Transaction Date	Description	Amount
Reference	Account Number	Amount	

001-000-130-513-10-43-00	C. Benson	Lodging, Meals & Mileage	\$20.00
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Total 44372	Total 9883		\$40.00
Total Greater Maple Valley-Black Diamond Chamber of Commerce			\$40.00
IACP Membership			\$40.00

44373	1001231229	12/27/2016	2017 - January - 3rd Jan Batch for 02/02 Council
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2017 Annual Membership Fee	Memberships	\$150.00
001-000-210-521-10-49-02	Police Chiefs Membership	\$150.00

Total 44373	Total 1001231229		\$150.00
Total IACP Membership			\$150.00
Intercom Language Services			\$150.00

44374	17-016	1/18/2017	2017 - January - 3rd Jan Batch for 02/02 Council
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Spanish Interpretation	Court Interpreter	\$110.00
001-000-120-512-50-41-04	2 hr @ \$55/hr	\$110.00

Total 44374	Total 17-016		\$110.00
Total Intercom Language Services			\$110.00
International Institute of Municipal Clerks			\$110.00

44375	121216 IIMC	12/12/2016	2017 - January - 3rd Jan Batch for 02/02 Council
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2017 Annual Membership Fee	Memberships	\$160.00
001-000-137-514-21-49-02	City Clerk Membership	\$160.00

Total 44375	Total 121216 IIMC		\$160.00
Total International Institute of Municipal Clerks			\$160.00

Transaction Number	Transaction Date	Fiscal Description	Total Amount
Transaction Reference	Account Number	Name	Amount

Johnson Home & Garden

44376 9/27/2016 2017 - January - 3rd Jan Batch for 02/02 Council

409178 101-000-000-544-90-35-00 PW Clearing Acct-Small Tools

Total 409178 \$14.65

44376 1/24/2017 2017 - January - 3rd Jan Batch for 02/02 Council

412675 101-000-000-544-90-31-00 PW Clearing Acct-Supplies

101-000-000-544-90-48-02 PW Clearing- Shared Veh/Equip Maint

Total 412675 \$35.56

Total 44376 \$71.12

Total Johnsons Home & Garden \$85.77

Office Products Nationwide

44377 1/16/2017 2017 - January - 3rd Jan Batch for 02/02 Council

884617-0 City Hall Supplies

001-000-180-518-90-31-00 Office Supplies City Hall

Total 884617-0 \$31.28

44377 1/17/2017 2017 - January - 3rd Jan Batch for 02/02 Council

886867-0 City Hall Supplies

001-000-180-518-90-31-00 Office Supplies City Hall

Total 886867-0 \$155.40

44377 1/23/2017 2017 - January - 3rd Jan Batch for 02/02 Council

888114-0 City Hall Supplies

001-000-180-518-90-31-00 Office Supplies City Hall

Total 888114-0 \$97.38

44377 1/23/2017 2017 - January - 3rd Jan Batch for 02/02 Council

888121-0 Bldg. Maint. Supplies

001-000-254-518-20-31-00 Facilities Operating Supplies

Total 888121-0 \$38.00

Voucher Number	Transaction Date	Fiscal Description	Amount
Transaction Number	Transaction Reference	Name	Amount
Account Number		Title	

44377	888164-0	1/24/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Comm Devel/Pub Works Supplies	
			001-000-180-518-90-31-99	
			Office Supplies CD Bldg Clearing	\$115.91
Total 44377	Total 888164-0			\$115.91
Total Office Products Nationwide				\$437.97
Puget Sound Energy				\$437.97
44378	90548250	1/23/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			TIB Project	
			320-000-029-542-63-41-00	
			KC -Street Light Replacement	\$44,304.84
			Will be Reimbursed 100% by TIB	\$44,304.84
Total 44378	Total 90548250			\$44,304.84
Total Puget Sound Energy				\$44,304.84
Red the Uniform Tailor				\$44,304.84
44379	000V2130	1/9/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Police Uniforms	
			001-000-210-521-10-31-04	
			Uniforms	\$197.64
Total 44379	Total 000V2130			\$197.64
Total Red the Uniform Tailor				\$197.64
Regional Animal Services of King County				\$197.64
44380	011317 RAS	1/13/2017	2017 - January - 3rd Jan Batch for 02/02 Council	
			Jan Pet Licensing	
			633-000-000-589-00-00-01	
			King County Animal License	\$120.00
Total 44380	Total 011317 RAS			\$120.00
Total Regional Animal Services of King County				\$120.00

Version	Transaction Number	Transaction Date	Enclosed Transaction	File
Transaction Reference	Account Number			

Safe Security

44381

Invoice - 1/25/2017 10:34:44 AM

2017 - January - 3rd Jan Batch for 02/02 Council

January Monitoring Services
101-000-000-544-90-48-01

PW Clearing-shared Shop Cost

Total 44381

Total Invoice - 1/25/2017 10:34:44 AM

Total Safe Security

Seattle Public Utilities

44382

W0084442

1/12/2017

2017 - January - 3rd Jan Batch for 02/02 Council

2017 Annual Subscriber Fee

101-000-000-542-90-42-03
401-000-000-534-80-42-03
407-000-000-535-80-42-03
410-000-000-531-10-42-03

GPS Subscription & Costs
GPS Subscription & Costs
GPS Subscription & Costs
GPS Subscription & Costs

Total W0084442

\$475.00
\$475.00
\$475.00
\$475.00
\$1,900.00
\$1,900.00
\$1,900.00

Total 44382

Total Seattle Public Utilities

Signs By Tomorrow

44383

INV-26333

1/19/2017

2017 - January - 3rd Jan Batch for 02/02 Council

Maximum Occupancy Sign

001-000-212-521-50-48-02

Police Bldg Repairs & Maintenance

Total INV-26333

\$27.38
\$27.38
\$27.38
\$27.38

Total 44383

Total Signs By Tomorrow

Utilities Underground

44384

6120111

12/31/2016

2017 - January - 3rd Jan Batch for 02/02 Council

December Services

401-000-000-534-80-41-08

Locating Service

Total 6120111

\$18.48
\$18.48
\$18.48
\$18.48

Total 44384

Total Utilities Underground

Verizon	Transaction Number	Transaction Date	Fiscal Description	Amount
Transaction Reference	Account Number	Name	Title	

Verizon Wireless

44385

9778454883

1/10/2017

2017 - January - 3rd Jan Batch for 02/02 Council

12/11-01/10 Services

001-000-214-521-20-42-00

Police Telephone/DSL/Air Cards

\$463.29

Police

001-000-240-558-51-42-00

Telephone

(\$6.45)

Community Development

001-000-246-558-70-42-01

Telephones

\$116.70

MDRT (Funding)

001-000-254-518-20-42-00

Facilities-Communication

\$58.35

City Clerk (Funding)

001-000-270-576-80-42-00

Telephone/DSL/Radios

\$14.69

PV/Facilities

001-000-280-536-20-42-00

Telephone, DSL & Radios

\$7.35

PV/Facilities

101-000-000-542-90-42-01

Telephone/DSL/Radios

\$80.81

PV/Facilities

401-000-000-534-80-42-00

Telephone/DSL/Radios

\$88.16

PV/Facilities

407-000-000-535-80-42-00

Telephone/DSL/Radios

\$88.16

PV/Facilities

410-000-000-531-10-42-00

Telephone/DSL/Radios

\$88.16

Total 9778454883

Total 44385

Total Verizon Wireless

\$999.22

Wa Assoc of Sheriffs & Police Chiefs

44386

Dues 2017-00115

1/3/2017

2017 - January - 3rd Jan Batch for 02/02 Council

2017 Annual Dues

001-000-210-521-10-49-02

Memberships

\$195.00

Total Dues 2017-00115

Total 44386

Total Wa Assoc of Sheriffs & Police Chiefs

\$195.00

Vendor	Transaction Number	Transaction Date	Fiscal Description	Amount
Transaction Number	Transaction Date	Fiscal Description	Amount	

Water Management Laboratories, Inc.

44387

155762

1/17/2017

2017 - January - 3rd Jan Batch for 02/02 Council

January Services

401-000-000-534-80-41-02

Water Testing and Sampling

Total 44387

Total 155762

Total Water Management Laboratories, Inc.

Vendor Count 22

Grand Total

\$53,125.25

\$47.00
\$47.00
\$47.00

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Transaction Date	Fiscal Description	Name	Title	Note	Amount
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Kara Murphy Richards

44388	013017 KMR	February Services	1/30/2017	2017 - February - 1st Feb Batch for 02/02 Council				
		001-000-151-515-30-41-04			Court Legal-Pros Attorney			\$2,000.00
Total 44388	Total 013017 KMR							\$2,000.00

Total Kara Murphy Richards

\$2,000.00
\$2,000.00
\$2,000.00

Melanie Thomas Dane

44389	013017 MTD	February Services	1/30/2017	2017 - February - 1st Feb Batch for 02/02 Council				
		001-000-120-512-50-41-00			Court Judge			\$2,000.00
Total 44389	Total 013017 MTD							\$2,000.00

Total Melanie Thomas Dane

\$2,000.00
\$2,000.00
\$2,000.00

Sorci Family LLC

44390	013117 SFLLC	February Rent	1/31/2017	2017 - February - 1st Feb Batch for 02/02 Council				
		001-000-248-518-20-45-02			MDRT Property Rental Cost			\$630.00
		001-000-254-518-20-45-02			Facilities-Prop Rental			\$944.00
		001-000-254-518-20-45-05			Facilities City Hall Bldg Rental			\$2,068.00
Total 44390	Total 013117 SFLLC							\$3,642.00

Total Sorci Family LLC

\$3,642.00
\$3,642.00
\$3,642.00

Vendor Count 3

Grand Total

\$7,642.00

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the yearly addendum to the Agreement with Valley Communications for Dispatch Services	Agenda Date: February 2, 2017 AB17-008A	
Cost Impact (see also Fiscal Note): \$0.14 increase Fund Source: --General Fund Timeline: 2017	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	X
	Public Works – Seth Boettcher	
	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; addendum		
SUMMARY STATEMENT: <p>A motion was made at the January 19th meeting for this item to be referred to Committee and brought back at the February 2nd meeting.</p> <p>This is our yearly addendum to our contract with Valley Communications for Dispatch Services. Price per call increases from \$40.65 to \$40.79.</p> <p>FISCAL NOTE (Finance Department): This increase was anticipated and included in the 2017 Budget.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a resolution authorizing the Mayor to execute the addendum to the contract with Valley Communications for Dispatch Services.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 19, 2017	Referred to Committee and to be brought back Feb 2 – 3-2 (Edelman, Deady)	
February 2, 2017		

RESOLUTION NO. 17-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
ADDENDUM TO THE AGREEMENT FOR POLICE SERVICE
FOR VALLEY COMMUNICATIONS FOR 2017**

WHEREAS, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

WHEREAS, currently the City of Black Diamond Police Department contracts with Valley Communications for Dispatch Services;

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

Section 1. The Mayor is hereby authorized to execute an Addendum to the Emergency Dispatch Agreement for Police Service with Valley Communications for 2017 in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT "A"
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
BLACK DIAMOND POLICE DEPARTMENT

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **BLACK DIAMOND POLICE DEPARTMENT**

This appendix shall remain in effect from **January 1, 2017** thru **December 31, 2017**.

- A.1 The rate shall be **Forty Dollars and Seventy Nine Cents (\$40.79)** for each dispatchable call.
- A.2 ACCESS user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **28th** day of **December, 2016**.



LORA UELAND
EXECUTIVE DIRECTOR

MAYOR



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 2, 2017	AB17-009A
Resolution authorizing the purchase of four new police vehicles.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$180,000 (not to exceed)	Police – Chief Kiblinger	X
Fund Source: REET (CIP) and Interfund loan from sewer capital and reserve fund	Public Works – Seth Boettcher	
Timeline: ASAP	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		
<p>SUMMARY STATEMENT:</p> <p>At the 1/19/17 meeting this item was referred to committee and to be brought back at the Feb 2nd meeting.</p> <p>This resolution is for the purpose of purchasing four new police vehicles. In 2006 the City of Black Diamond established a cycle to replace vehicles on a scheduled basis but due to budget constraints were not able to follow the scheduled replacement for over four years.</p> <p>This has resulted in having costly repair bills, significant down time for both staff and vehicles in order to transport these vehicles to/from the repair shop, and officer safety issues as vehicles have broken down during calls for service.</p> <p>The City included the cost of the four police replacement vehicles in the 2017-2022 Capital Improvement Plan and in the 2017 preliminary budget; and</p> <p>The City Council passed Ordinance NO. 16-1078 on December 15, 2016, providing for an inter-fund loan from the sewer capital and reserve fund to the equipment placement fund to provide funding for the replacement of four police vehicles in 2017; providing for repayment and providing for termination.</p> <p>FISCAL NOTE (Finance Department): The Funds for the four Police Cars have been included in the 2017 Budget. The replacement of patrol vehicles should reduce police vehicle maintenance expenditures during 2017.</p>		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a resolution authorizing the purchase of four new police vehicles through Systems for Public Safety Inc.; not to exceed \$180,000.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 19, 2017	Referred to committee and to be brought back at Feb 2 nd meeting. Passed 3-2 (E, D)	
February 2, 2017		

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF FOUR NEW POLICE VEHICLES

WHEREAS, in 2006 the City of Black Diamond established a cycle to replace vehicles on a scheduled basis but due to budget constraints were not able to follow the scheduled replacement for over four years; and

WHEREAS, the police department has identified the need to replace four police vehicles in 2017, several with over 120,000 miles and currently having costly repair bills; and

WHEREAS, the replacement of the four police vehicles in January 2017 will provide officers with reliable vehicles in order to respond to emergencies and will save the city money currently being spent in costly repair bills and significant staff time transporting these vehicles; and

WHEREAS, the City included the cost of the four police replacement vehicles in the 2017-2022 Capital Improvement Plan and in the 2017 preliminary budget; and

WHEREAS, the City Council passed Ordinance No. 16-1078 on December 15, 2016, providing for an inter-fund loan from the sewer capital and reserve fund to the equipment placement fund to provide funding for the replacement of four police vehicles in 2017; providing for repayment and providing for termination;

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

Section 1. The police department is hereby authorized to purchase four police vehicles through Systems for Public Safety Inc.; not to exceed \$180,000.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a Fuel Tax Agreement with the Washington State Transportation Improvement Board (TIB) for the Roberts Drive Eastbound Maintenance Project	Agenda Date: February 2, 2017	
	AB17-004A	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
Cost Impact (see also Fiscal Note): \$63,236 revenue	Police – Chief Kiblinger	
Fund Source: TIB Grant	Public Works – Scott Hanis	
Timeline: 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. 17-xxx; Grant Agreement; Award Notification; Grant Application; 2015-2020 CIP Page; 2017-2022 Draft CIP Page;		
SUMMARY STATEMENT: This item was referred to committee at the January 5th Council meeting.		
<p>Public Works staff applied for and was selected for a Small City Preservation Program fuel tax grant from the Washington Transportation Improvement Board (TIB). This project will provide for some patching and asphalt overlay of the eastbound lane of Roberts Drive from 236th Ave. SE to the west end of the Roberts Drive Rehab project. Design will be done in-house.</p> <p>Staff applied for this portion of roadway along with a segment of 224th Ave. SE but only the segment on Roberts Drive was selected for funding. Work can only be done on Roberts Drive with this funding.</p> <p>FISCAL NOTE (Finance Department): The overall project cost is estimated at \$74,395. The City has a 15% match requirement (\$11,159). The City can use in-kind labor to help meet the match requirement. A budget change will be required in 2017 to add this project.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a fuel tax agreement for the Roberts Drive Eastbound Maintenance project, TIB #2-P-800(005)-1.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 5, 2017	Referred to Committee	Passed 3-2 (E, D)
February 2, 2017		

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A FUEL TAX
AGREEMENT WITH THE WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD (TIB) FOR
THE ROBERTS DRIVE EASTBOUND MAINTENANCE
PROJECT

WHEREAS, the City's grant application for the Transportation Improvement Board Small City Preservation Program was selected for the Roberts Drive Eastbound Maintenance project; and

WHEREAS, the City has the staff and funds to complete the project; and

WHEREAS, a fuel tax agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the Roberts Drive Eastbound Maintenance project;

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

Section 1. The City Council hereby accepts grant funding from the Washington State Transportation Improvement Board in the amount \$63,236 for the Roberts Drive Eastbound Maintenance project;

Section 2. The Mayor is hereby authorized to execute the fuel tax agreement with the Washington Transportation Improvement Board for the Roberts Drive Eastbound Maintenance project, TIB #2-P-800(005)-1, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



City of Black Diamond
2-P-800(005)-1
FY 2018 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Black Diamond
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2018 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Black Diamond, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$63,236 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT



The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT



RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Carol Benson, Mayor

Print Name

Print Name

Scott Hanis

From: Armstrong, Greg (TIB) <GregA@tib.wa.gov>
Sent: Tuesday, November 22, 2016 8:45 AM
To: Scott Hanis
Subject: FY 2018 TIB Project Selection

Transportation Improvement Board (TIB)

To: Scott Hanis
City of Black Diamond

Congratulations! The Transportation Improvement Board selected the following project for funding at the November 18, 2016 meeting:

FY 2018 Overlay Project - Multiple Locations
TIB Project #2-P-800(005)-1

Total TIB funds for this project are \$63,236. TIB staff will mail the project selection letter and associated documentation to Mr. Seth Boettcher, P.E..

Before you can start work on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement;
- Return the above items to TIB.

After you receive approval from TIB, you may incur reimbursable expenses for your project.

In accordance with RCW 47.26.84, you must certify full funding by November 18, 2017 or the Board may terminate your grant. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

I look forward to working with you on this important improvement. Please contact me if you have any questions.

Greg Armstrong, PE

TIB Project Engineer

Transportation Improvement Board

Post Office Box 40901 ❖ Olympia, WA 98504-0901

Phone (360) 586-1142

Fax (360) 586-1165

Email GregA@tib.wa.gov

for the Small City Preservation Program (SCPP)

TIB Office Mailing Address: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via email at GregA@tib.wa.gov

Phone Number 360-886-5713

[Click Here to find Legislative or Congressional District](#)

- Include only hard surfaced city streets
- Break street into segments when there are significant changes in cross section or condition
- Sidewalk ramps within the project limits must be upgraded to current ADA standards
- Do not combine with or use SCPP project as match for federally funded project

☐ Written concurrence from WSDOT if project connects to or crosses a state highway

Truck Route	Street Segment	State Hwy Impact	Engineering Cost	Contract with Contingency	Total Cost
T3 or higher	Roberts Drive 236th Avenue SE to 100 feet west of	No	9,000	65,395	74,395
T3 or higher	224th Avenue SE SE 307th Place to SE 304th Street	No	14,000	100,581	114,581
TOTALS			\$23,000	\$165,976	\$188,976

Is the Work included in a County or WSDOT Contract?

No

Project FundingEnter Requested Total TIB Funds \$160,630Maximum TIB Ratio 90.0%

Table populates from Segment Worksheets

	Total Project	TIB Funds	Local Funds
Design Engineering	17,000	14,450	2,550
Construction Engineering	6,000	5,100	900
Construction Contract	165,976	141,080	24,896
TOTALS	188,976	160,630	28,346

Noneligible Engineering	0
Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement	
Other Noneligible Costs	0
Enter description in Cell B48	
TOTAL ELIGIBLE COST	188,976
TIB Matching Ratio	
Total TIB Funds/Total Eligible Cost	85.0%

Funding Partners

Enter funding sources and their commitment

Federal funds cannot be used as a funding partner

Source	Public or Private	Commitment	Amount
BLACK DIAMOND	Public	In CIP	28,346
TOTAL			28,346
Local funds are correct			

Certification

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Carol Benson
Agency Official Signature

Carol Benson, Mayor
Printed or Typed Name & Title

8/16/16
Date Signed

Street Segment Estimate for BLACK DIAMOND

Enter Priority 1Street Name Roberts DriveTermini 236th Avenue SE to 100 feet west of Rock Creek BridgeTruck Route T3 or higherSidewalk Placement NoneConnects to State Highway No

Sidewalk Condition _____

Length in Feet 528 feetCurb Placement NonePavement Width 13 feetEnter # non-compliant ADA Ramps 0 ramps

Enter Utility Information

Enter Age or None	Condition
WATER 1	Good

Enter Age or None	Condition
SEWER 25	Good

Describe the proposed segment work below

Patch and overlay the south lane (eastbound) of Roberts Drive. A developer is scheduled to install a water main in 2016 in the north lane and the developer will pave the north lane. Roberts Drive west of 236th will paved by the developer and the road to the east is currently under design as part of TIB project #6-P-800(002)-1.

Engineer's Estimate

Registered Engineer
Signature*Seth Boettcher*

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
7,000	2,000	59,395	6,000	74,395

Item	Description	Units	Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$6,000.00	\$6,000.00
2	Project Temporary Traffic Control	LS	1	\$4,000.00	\$4,000.00
3	Remove Asphalt Concrete Pavement	SY	655	\$30.00	\$19,650.00
4	Unsuitable Foundation Excavation	CY	15	\$35.00	\$525.00
5	Planing Bituminous Pavement	SY	90	\$20.00	\$1,800.00
6	Crushed Surfacing Top Course	TON	10	\$40.00	\$400.00
7	HMA Cl. 1/2 In. PG 64-22 for Patch	TON	115	\$110.00	\$12,650.00
8	HMA Cl. 1/2 In. PG 64-22 for Overlay	TON	140	\$90.00	\$12,600.00
9	Adjust Manhole to Grade	EA	1	\$500.00	\$500.00
10	Paint Line	LF	1016	\$1.25	\$1,270.00
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12					
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Street Segment Estimate for BLACK DIAMOND

Enter Priority 2Street Name 224th Avenue SETermini SE 307th Place to SE 304th StreetTruck Route T3 or higherSidewalk Placement NoneConnects to State Highway No

Sidewalk Condition _____

Length in Feet 1,477 feetCurb Placement NonePavement Width 32 feetEnter # non-compliant ADA Ramps 0 ramps

Enter Utility Information

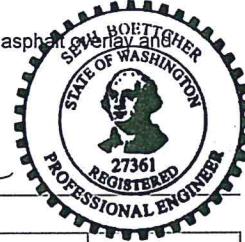
	Enter Age or None	Condition
WATER	30	Good

	Enter Age or None	Condition
SEWER	25	Good

Describe the proposed segment work below

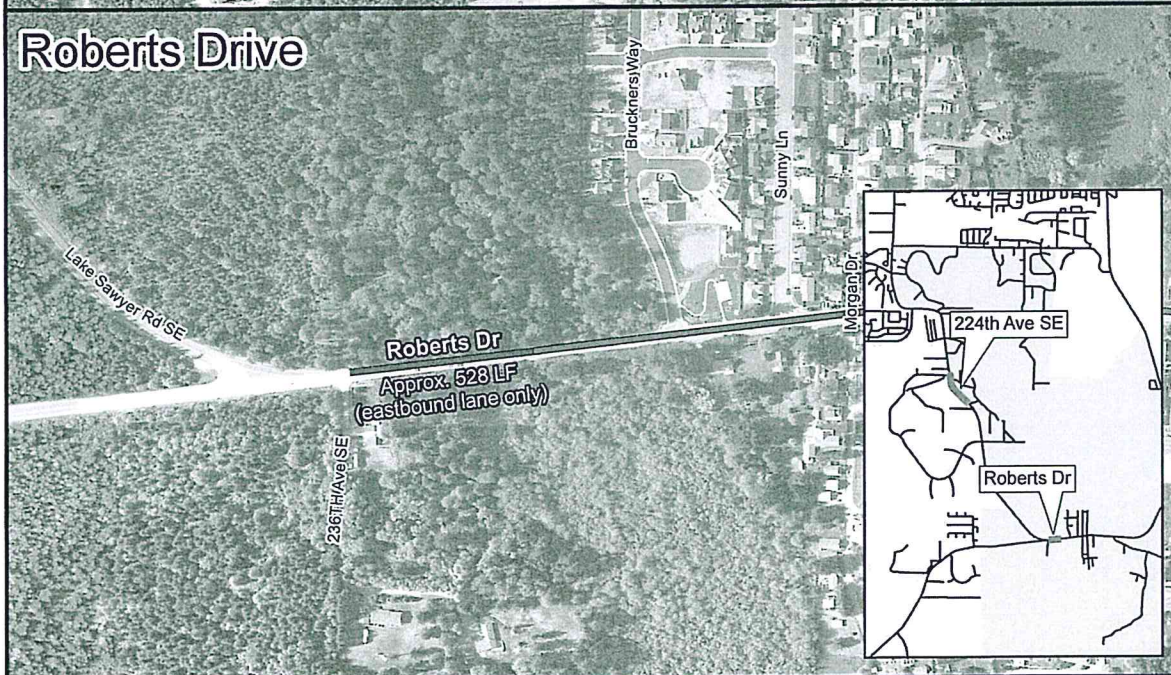
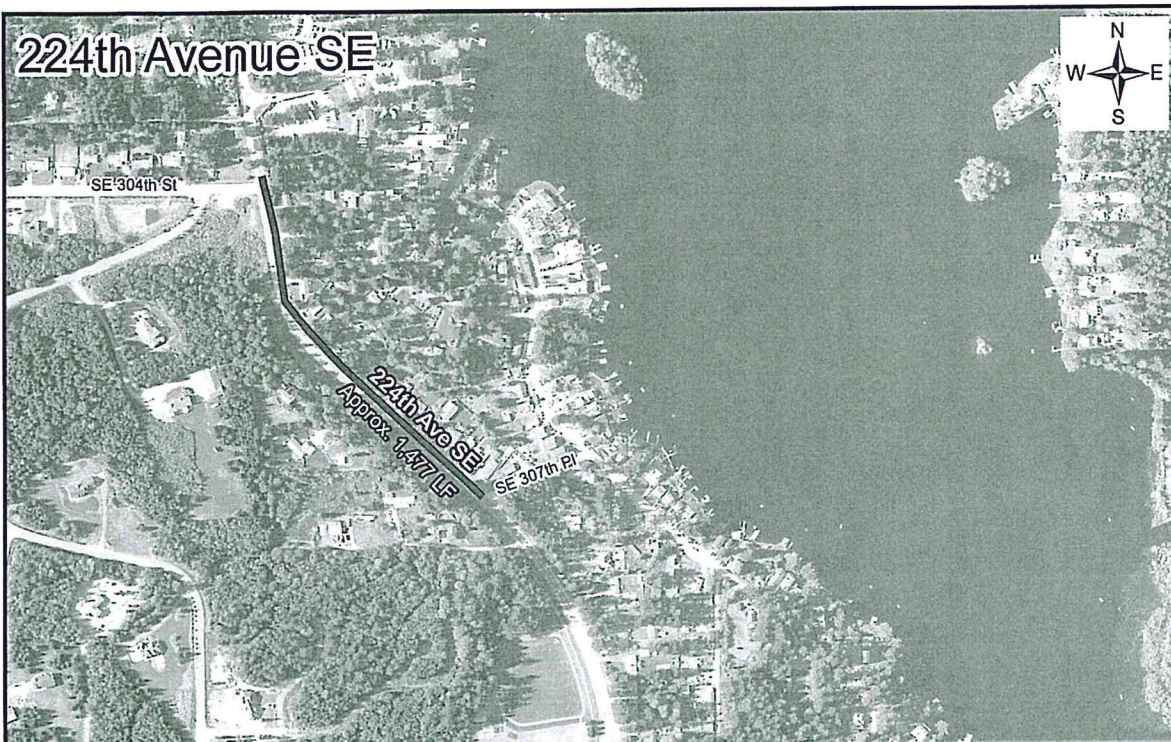
Some crack sealing and patching (one section). Preparation work will be followed by a 2" asphalt overlay and adjustment of utilities to grade.

Engineer's Estimate

Registered Engineer
Signature*Seth Boettcher*

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
10,000	4,000	91,581	9,000	114,581



Item	Description	Units	Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$9,000.00	\$9,000.00
2	Project Temporary Traffic Control	LS	1	\$7,000.00	\$7,000.00
3	Remove Asphalt Concrete Pavement	SY	150	\$30.00	\$4,500.00
4	Unsuitable Foundation Excavation	CY	10	\$35.00	\$350.00
5	Planing Bituminous Pavement	SY	120	\$20.00	\$2,400.00
6	Crushed Surfacing Top Course	TON	10	\$40.00	\$400.00
7	HMA Cl. 1/2 In. PG 64-22 for Patch	TON	30	\$110.00	\$3,300.00
8	HMA Cl. 1/2 In. PG 64-22 for Overlay	TON	600	\$90.00	\$54,000.00
9	Adjust Manhole to Grade	EA	5	\$500.00	\$2,500.00
10	Adjust Water Valve to Grade	EA	6	\$200.00	\$1,200.00
11	Adjust Gas Valve to Grade	EA	1	\$200.00	\$200.00
12	Adjust Monument Case and Cover	EA	1	\$500.00	\$500.00
13	Crack Sealing Crew	HR	4	\$400.00	\$1,600.00
14	Hot Asphalt Sealant for Crack Sealing	GALLON	20	\$10.00	\$200.00
15	Paint Line	LF	4431	\$1.00	\$4,431.00
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Author: Scott Hanis
Date: August 15, 2016

Vicinity Map Roberts Drive Overlay 224th Avenue SE Overlay

Legend

-  Work Location
-  TIB #6-P-800(002)-1

Capital Plan 2015 - 2020

Project for the	Street Department	# T7
PROJECT TITLE	228th & 224th & 216th Chip Seal	14.03
DESCRIPTION	Patch and Chip Seal 228th, 224th, and 216th Ave SE from Sawyerwood Elementary to the Covington Sawyer Road except for the section in front of the Fire Station and past Kent Lake Highlands.	
BACKGROUND	This long section of roadway can be preserved by 7 to 10 years at one third of the cost of an overlay. A chip seal will help stretch the grant funding and help the City get ahead of the curve with deteriorating streets.	
COMMENTS		

		Capital Plan 2015 - 2020					
		2015	2016	2017	2018	2019	2020
CAPITAL PROJECT COSTS	Total \$ Requested 2015-2020						
Design Engineering	16,000			16,000			
Management and Administration	10,000			10,000			
Construction	103,000			103,000			
TOTAL COSTS	129,000	-	-	129,000	-	-	-
REQUESTED FUNDING	Total \$ Requested 2015-2020						
TIB Pavement Preservation	116,000			116,000			
Grant Matching	13,000			13,000			
TOTAL SOURCES	129,000	-	-	129,000	-	-	-



Street Department

T6

224th Ave SE Asphalt Overlay

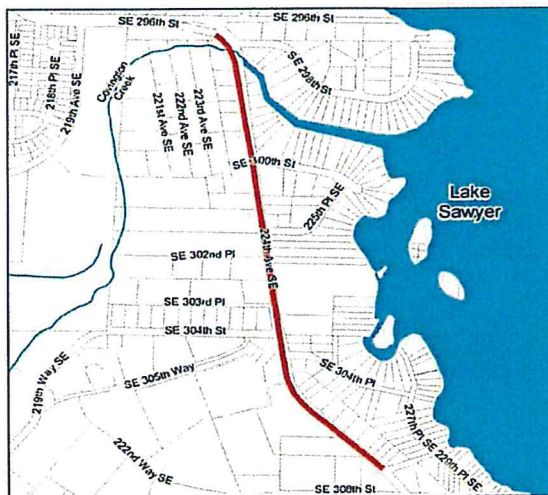
DESCRIPTION

Major Street Maintenance. Overlay 224th Ave SE from Covington Creek to 307th Place.

BACKGROUND

Public Works staff in cooperation with Maple Valley and Covington sealed the many cracks in 224th Ave SE in 2013 to preserve the integrity of the road until we could get a grant to overlay the street. The crack sealing has been effective in holding the street together and maintaining the pavement rating to stay in the TIB street preservation funding program.

CAPITAL PROJECT COSTS	Total \$ 2017-2022	2017	2018	2019	2020	2021	2022
Design Engineering	10,000	10,000					
Management & Administration	20,000	20,000					
Construction Costs	270,000	270,000					
TOTAL COSTS	300,000	300,000	-	-	-	-	
REQUESTED FUNDING							
Grants TIB	255,000	255,000					
Grant Match	45,000	45,000					
TOTAL SOURCES	300,000	300,000	-	-	-	-	-



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 2, 2017	AB17-018
Resolution Amending Council Rules of Procedure	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	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:	Councilmember Pepper	X
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; Proposed Rules Amendments		
<p>SUMMARY STATEMENT:</p> <p>At the January 19th meeting this item was postponed to the February 2nd meeting.</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Government Operations Committee recommended placement before Council.</p>		
<p>RECOMMENDED ACTION: MOTION to adopt a resolution amending the City Council's Rules of Procedure.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 19, 2017	Motion to postpone to Feb 2 mtg.	Passed 3-2 (E,D)
February 2, 2017		

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AMENDING THE CITY COUNCIL'S RULES OF PROCEDURE

WHEREAS, on January 7, 2016, Councilmember Morgan shared with the Council her intention to bring forth a future Resolution revising the Council Rules of Procedure; and

WHEREAS, the Council on January 8th, 2016 requested a Special Meeting for January 19th with the Council Rules of Procedure as an agenda item; and

WHEREAS, the Mayor refused to issue public notice of the properly requested January 19th meeting causing the complete draft of the proposed Council Rules to be added instead to the January 21st Regular Meeting agenda, which was shared with the public and Council via the meeting packet multiple days before the January 21st meeting; and

WHEREAS, prior to the January 21st Regular Meeting, Councilmembers Pepper and Morgan held a public meeting which was shared to hundreds of people in the public via email and well-attended by many members of the public; and

WHEREAS, the Council voted on January 21st, 2016 to approve new Council Rules of Procedure; and

WHEREAS, the Council was wrongfully accused by Attorney Yvonne Ward of Open Public Meetings Act violations despite her presenting no actual evidence; and

WHEREAS, the Council held a Special Meeting and Council Committee meeting on February 11, 2016 in which the Council Rules passed January 21st, 2016 were discussed in detail and the recording of this meeting is available on the city website; and

WHEREAS, the Council discussed the Council Rules changes that were part of the January 21st, 2016 Resolution at various other public meetings; and

WHEREAS, the Council passed a resolution on April 21st, 2016 to contract with the legal firm of Talmadge, Fitzpatrick, and Tribe to review the Council Rules of Procedure and the results of this legal review did not result in any of the rule changes being advised as illegal; and

WHEREAS, the Council made some clarifications and changes to the rules based on the Talmadge, Fitzpatrick, and Tribe recommendations and passed a resolution

adopting revised Council Rules of Procedure at a Regular Council Meeting on July 7, 2016; and

WHEREAS, at the Mayor's request, the Council was provided with several detailed documents that described the various changes to the Council Rules of Procedure in Council Work Sessions on July 14, 2016 and on August 11, 2016; and

WHEREAS, on December 22, 2016 the Council passed a Resolution adopting updated Council Rules of Procedure; and

WHEREAS, the Council's Rules of Procedure have been adopted in accordance with Council Rule 7.2.19 and all other applicable requirements. Further, the Council's Rules of Procedure have undergone extensive public review, discussion and deliberation.

WHEREAS, objections as to the legality of the Council's Rules of Procedure by the Mayor or other parties are unsubstantiated and without merit.

WHEREAS, the Mayor failed to follow the Council Rules of Procedure regarding Agendas, Committee Assignments, and certain other provisions at the January 5, 2017 meeting and at every other meeting in 2016; and

WHEREAS, in the absence of a contrary ruling by a court of competent jurisdiction, the Mayor has a duty to perform her ministerial duties as Presiding Officer in accordance with the Council's Rules of Procedure despite any objections that the Mayor may have to those Rules of Procedure; and

WHEREAS, the Mayor has continued to violate the Council's Rules of Procedure and as recently as January 9, 2017, emailed the Council stating her intention to disregard those rules and appoint Council Standing Committees in accordance with 2015 Council Rules of Procedure that are no longer in effect; and

WHEREAS, the Mayor refuses to allow the Council Standing Committees to meet in the City Council Chambers or in any other city owned facilities, and has ordered the City Clerk to refuse to notice Special Council Meetings and Council Standing Committee Meetings when requested by a majority of Councilmembers;

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

Section 1. The Black Diamond City Council's Rules of Procedure are hereby amended per the attached Exhibit "A".

Section 2. The City Council advises the Mayor that she has a ministerial duty to perform her role as Presiding Officer of the Council Meetings in full accordance with the Council's currently adopted Rules of Procedure.

Section 3. The Mayor is advised that she has a ministerial duty to notice all Council Meetings and Agendas in accordance with the Council's currently adopted Rules of Procedure.

Section 4. The City Council advises the Mayor that she has a ministerial duty to perform other duties as required by city code and state law including but not limited to providing accurate and timely reports to the Council, implementing Council approved contracts, ordinances, and policies, compliance with Council adopted budgets, and providing access by the Council to city facilities for the conduct of Council business.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THE _____DAY OF
_____, 2017.**

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

City Clerk



RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

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DIAMOND, WASHINGTON

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RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON

SECTION 1 – AUTHORITY

In accordance with RCW 35A.12.120, the Black Diamond City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall take effect upon adoption by resolution of the Council and until such time as they are amended or new rules are adopted in the manner provided for by these rules.

References.

RCW 35A.12.100 (Duties and authority of the mayor — Veto — Tie-breaking vote): “The mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter.^[1] He or she shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of city government and all city interests. All official bonds and bonds of contractors with the city shall be submitted to the mayor or such person as he or she may designate for approval or disapproval. He or she shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed, and to this end he or she may cause any legal proceedings to be instituted and prosecuted in the name of the city, subject to approval by majority vote of all members of the council. The mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money. 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. He or she shall prepare and submit to the council a proposed budget, as required by chapter 35A.33 RCW. The mayor shall have the power to veto ordinances passed by the council and submitted to him or her as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote. The mayor shall be the official and ceremonial head of the city and shall represent the city on ceremonial occasions, except that when illness or other duties prevent the mayor's attendance at an official function and no mayor pro tempore has been appointed by the council, a member of the council or some other suitable person may be designated by the mayor to represent the city on such occasion.”

¹ For reference, the City of Black Diamond does not operate under a city charter.

RCW 35A.11.020 (Powers vested in legislative bodies of noncharter and charter code cities): "The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people: PROVIDED, That nothing in this section or in this title shall permit any city, whether a code city or otherwise, to enact any provisions establishing or respecting a merit system or system of civil service for firefighters and police officers which does not substantially accomplish the same purpose as provided by general law in chapter 41.08 RCW for firefighters and chapter 41.12 RCW for police officers now or as hereafter amended, or enact any provision establishing or respecting a pension or retirement system for firefighters or police officers which provides different pensions or retirement benefits than are provided by general law for such classes.

Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city, and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a misdemeanor or gross misdemeanor as provided therein. However, the punishment for any criminal ordinance shall be the same as the punishment provided in state law for the same crime. Such a body alternatively may provide that violation of such ordinances constitutes a civil violation subject to monetary penalty, but no act which is a state crime may be made a civil violation.

The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter 41.56 RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

In addition and not in limitation, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of this state before or after the enactment of this title, such authority to be exercised in the manner provided, if any, by the granting statute, when not in conflict with this title. Within constitutional limitations, legislative bodies of code cities shall have within their territorial limits all powers of taxation for local purposes except those which are expressly preempted by the state as provided in RCW 66.08.120, 82.36.440 [repealed], 48.14.020, and 48.14.080."

SECTION 2 – COUNCIL MEETINGS

- 2.1 Meetings Shall be Open to Public. All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in Chapter 42.30 RCW (the Open Public Meetings Act). Under RCW 42.30.040, no person at the meeting shall be required to register or provide other information, to complete a questionnaire, or otherwise comply with any other conditions as a precondition to be allowed to attend. However, persons wishing to address the Council or otherwise present information to the Council during a Council meeting may be requested to register and identify themselves and their home address. Persons who disrupt a meeting of the Council may lose the right to be present for the remainder of the meeting. *See Section 2.10.*
- 2.2 Agenda. The City Clerk shall be responsible for preparing draft agendas for all City Council meetings that specify the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda shall not be noticed until approved ~~is subject to approval by the Mayor Pro-Tempore and Council President.~~
- 2.2.1 Preparation of Council Agenda. All items to be included on the agenda for consideration at a Council meeting should be submitted to the City Clerk in full no later than 10:00 a.m. nine days prior to the scheduled Council meeting; provided that items that have received a "do-pass" recommendation from a Council Standing Committee may be placed on the next available Regular Council Meeting Agenda. No item that has been referred to a Council Standing Committee and has not been reported out by that Committee shall be added to the published Agenda. Once the agenda has been finalized and provided to the Council, items added to the agenda may be declined to be considered by the Council at the meeting for which the agenda was prepared, until a future Council meeting date, See section 18 for further information on placing items on the agenda. which date shall be specified by the Council.
- 2.3 Minutes. The City Clerk shall cause to be prepared draft action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council and shall be submitted to the Council for review and approval. Council meetings shall be electronically recorded and retained for the period of time as provided by State law. No changes shall be made to minutes except by motion approved by a majority of the Council at a properly noticed meeting.
- 2.4 Schedule of Regular Meetings. In accordance with BDMC 2.04.010, the regular meetings of the City Council shall be held on the first and third

Thursdays of every month at 7:00 p.m. in the City Hall Council Chambers located at 25510 Lawson Street, Black Diamond, Washington. The regular meeting location may be changed by a majority vote of the City Council. Special Council Meetings will be held on the second Thursday of the month at 6:00 p. m. and on other days as required to accommodate the work of the Council Standing Committees (see *Section 18*). Town Hall meetings shall be held ~~bi-monthly (Jan, according to the schedule specified in the Black Diamond Municipal Code section 2.04.010. Mar, May, July, Sept, Nov) on the second Thursday of the month at 7:00 p.m. following the Special Council Meeting in the City Hall Council Chambers located at 25510 Lawson Street, Black Diamond, Washington.~~ The Town Hall Meeting will be adjourned by 9:00 p.m. unless otherwise amended by a majority vote of the Council.

- 2.5 Quorum Required. A quorum shall be required to transact Council business. The presence of a majority of the whole membership of the Council who are also eligible to vote at a Council meeting shall constitute a quorum. Should less than a quorum be present at the time of roll call, any Councilmember present may, upon belief that late arrival of one or more Councilmembers will enable a quorum to be created, make a motion that the Council meeting be recessed for up to one hour; should a quorum still be lacking at the end of the recess period, the meeting shall be adjourned. As authorized under RCW 42.30.090, the City Clerk may adjourn the meeting if all Councilmembers are absent.
- 2.6 Holidays. Should a scheduled Council meeting fall on a legal holiday, the meeting shall be rescheduled to the next business day that is not a legal holiday or to another day certain by majority vote of Councilmembers present.
- 2.7 Study Sessions. Study sessions, or meetings to review upcoming and pertinent business of the City, may be scheduled as special meetings of the Council subject to the same notification procedures set forth below for special meetings.

Special Meetings. In accordance with chapter 42.30 RCW, a special meeting of the City Council may be called by the Mayor or at the request of any three (3) Councilmembers by written notice delivered to each Councilmember.

Emergency Meetings. In accordance with RCW 42.30.070 and .080, if, by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, the Presiding Officer of the Council may provide for a meeting site other than the regular meeting site and the public meeting notice requirements shall be suspended during the emergency.

- 2.8 Executive Sessions. An executive session is a Council meeting that is

closed except to the Council, the Mayor, the City Administrator, the City Attorney and staff members or others authorized to attend by the Mayor or a majority of Councilmembers present. In accordance with RCW 42.30.030 and .110, other persons and members of the public are prohibited from attending executive sessions.

Executive sessions may be held during regular Council meetings, Special Council meetings, or Council Study Sessions. In addition, the Council may retire to hold an executive session during one of these meetings. When this occurs, the portions of the meeting that are not part of the executive session shall continue to be open to the public. Prior to convening an executive session, the Presiding Officer shall make an announcement that an executive session is being held and inform the public when the executive session shall end; provided that, the ending time of an executive session may be extended by announcement of the Presiding Officer. Executive sessions may only be called to consider such matters as authorized by RCW 42.30.110, and may only be convened by a majority vote of the council.

- 2.9 Cancellation of Meetings. Any three members of Council may cancel a meeting upon proper notice given to the City Clerk.
- 2.10 Disruption of Meetings. As authorized by RCW 42.30.050, should any Council meeting be interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, such person or persons causing the interruption may be ordered removed from the meeting and prohibited from returning to attend the remainder of the meeting. If necessary to restore order, the Council may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the Councilmembers present. In such a session, final disposition may be taken only on matters that appear on the agenda. The Council shall allow any members of the public or representatives of the media who were not participating in the disturbance to attend any session that follows the disturbance, except an executive session, provided that the Council is not prohibited from establishing a procedure for readmitting individuals who were not responsible for disturbing the orderly conduct of the meeting.

SECTION 3 – REGULAR COUNCIL MEETING ORDER OF BUSINESS

- ~~3.1 Preparation of Council Agenda. All items to be included on the agenda for consideration at a Council meeting should be submitted to the City Clerk in full no later than 10:00 a.m. nine days prior to the scheduled Council meeting; provided that items that have received a "do pass" recommendation from a Council Standing Committee may be placed on the next available Regular Council Meeting Agenda. Once the agenda~~

~~has been finalized and provided to the Council, items added to the agenda may be declined to be considered by the Council at the meeting for which the agenda was prepared, until a future Council meeting date, which date shall be specified by the Council.~~

The form of agenda of a Regular City Council meeting shall be as follows:

~~3.23.1~~ Call to Order. The Presiding Officer shall call the meeting to order.

~~3.33.2~~ Flag Salute. The Presiding Officer shall lead the flag salute. However, the Presiding Officer may designate a Councilmember or other person to lead the flag salute.

3.3 Roll Call. The City Clerk will call the roll and determine whether quorum is satisfied. See *Subsection 2.5*.

3.4 Changes to and Approval of Agenda. The Council shall consider any changes to and vote to adopt the Agenda. Nothing in this step prevents the Council from making any change to the agenda at any time during a Regular Council meeting.

3.5 Appointments, Announcements, Proclamations and Presentations.

3.5.1 Appointments. In accordance with the Black Diamond Municipal Code and these Rules of Procedure, individuals appointed by the Mayor to hold positions within City government or on various committees, boards and commissions may require confirmation by the Council. Where confirmation is required, the vote of the Council may be preceded by discussion in executive session. See *SECTION 17 and SECTION 18*.

3.5.2 Announcements. An announcement is a brief statement that informs the public of an event or happening of general interest. However, it cannot be a statement regarding a subject prohibited below *Subsection 3.5.4*

3.5.3 Proclamations. A proclamation is an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity or special interest group which has had a major city-wide impact. The Mayor will read the proclamation and may invite guests to speak on the topic for no more than five (5) minutes.

3.5.4 Presentations. Any person(s) or organization(s) wishing to make a presentation to the Council should first submit a completed "Request to be on Council Agenda Form" with the City Clerk. Upon approval by the Mayor Pro Tempore and the Council President or upon motion and approval of a majority of Councilmembers present at the meeting, the Council may authorize presentations and may

determine their length.

Prohibited Topics. Except as authorized or required by RCW 42.17A.555, no person may use this time to address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may use this time to address the Council for the purpose of advertising

3.6 Public Comments. Members of the audience may comment on any matter related to City business during the Public Comment period. If the comment is related to an item that has a separate comment period on the agenda, the presiding officer will inform the ~~the~~ speaker that if they would like their comment to be part of the legal record for that item, the speaker should make those comments during the separate comment period for that specific matter. *See Section 10.*

~~3.7 Consent Agenda. Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. All Consent Agenda items shall be made available to the Councilmembers in their Council Packet. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. Items on the Consent Agenda include but are not limited to the following:~~

~~a. — Approval of minutes.~~

~~b. — Fixing dates for public hearings and appeals.~~

~~c. — Approval of claims, vouchers and payroll, bid awards and contracts.~~

~~d. — Approval of property as surplus.~~

~~e. — Other items designated by the City Council.~~

~~3.83.7 Legislative Public Hearings. Individuals may comment on legislative decisions regarding matters of policy. *See SECTION 11.*~~

~~3.93.8 Quasi-judicial Hearings. More formal proceedings are held to determine the legal rights of specific parties, which include the receipt of proponent and opponent testimony. *See SECTION 11.*~~

~~3.103.9 Agenda Modifications. The Presiding Officer shall announce any changes to the Council's published agenda.~~

~~3.143.10 Unfinished Business. Unfinished business consists of items held over subjects discussed by the Council at a previous regular or special meeting and which have been placed on the agenda for additional~~

discussion or resolution.

3.123.11 New Business, Ordinances and Resolutions.

3.12.13.11.1 New Business. New business shall mean topics or issues that have not previously been before the City Council for discussion or other action, other than ordinances and resolutions.

3.12.23.11.2 Ordinances. Ordinances prescribe general, uniform, and permanent rules of conduct and constitute the local law of the City of Black Diamond. See Subsection 9.1.

3.12.33.11.3 Resolutions. Resolutions concern matters of special, temporary, or ministerial character and express the opinion or mind of the City Council. See Subsection 9.2.

3.12 Consent Agenda. Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. All Consent Agenda items shall be made available to the Councilmembers in their Council Packet. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. Items on the Consent Agenda include but are not limited to the following:

a. Approval of minutes.

b. Fixing dates for public hearings and appeals.

c. Approval of claims, vouchers and payroll, bid awards and contracts.

d. Approval of property as surplus.

e. Other items designated by the City Council.

3.13 Department Reports. Department Directors may report on action and activities of their respective departments.

3.14 Mayor's Report. The Mayor may report on significant activities since the last regular meeting, ~~inquire on matters of general City business, or initiate investigation or action on a matter of concern.~~

3.15 Councilmember Reports. Councilmembers may report on Council committee discussions or other significant activities since the last regular meeting, or on matters of general City business, ~~or may initiate investigation or action on a matter of concern.~~

3.16 City Attorney Report. The City Attorney may report on legally significant events or activities.

- 3.17 Public Comments. Members of the audience may request to comment on any issue discussed during the Council meeting. Comments will be allowed subject to the time limits and other restrictions in *SECTION 10*.
- 3.18 Executive Session. In accordance with RCW 42.30.030 and .110, executive sessions are closed to the general public. See *Subsection 2.8*.
- 3.19 Adjournment. With no further business to come before the Council, the Presiding Officer may adjourn the meeting upon motion and majority vote of the Council.
- 3.20 Recess. The foregoing agenda may be interrupted for a stated time as called by any three Councilmembers to recess for any reason, including executive sessions.
- 3.21 Town Hall Meetings. Town Hall meetings are informal events that provide the City Council and members of the Black Diamond community an opportunity to discuss emerging issues and matters of local or general concern. See *SECTION 12*.

SECTION 4 – PRESIDING OFFICER

- 4.1 Who Shall Act as Presiding Officer.
 - 4.1.1 The Mayor shall act as Presiding Officer at all meetings of the Council unless absent; in the absence of the Mayor, the Mayor Pro Tem will act as Presiding Officer. If both the Mayor and Mayor Pro Tem are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem. See *SECTION 13*.
- 4.2 Duties of Presiding Officer. The duties of the Presiding Officer shall be to:
 - 4.2.1 Preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct.
 - 4.2.2 Observe and enforce all rules adopted by the Council.
 - 4.2.3 Recognize Councilmembers in the order in which they request the floor, and recognize every Councilmember who wishes an opportunity to speak; provided that, the mover of a motion shall be permitted to debate it first; provided further that, the Presiding Officer may allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion.
- 4.3 Reordering Items on Agenda. Any three Councilmembers may

reorder items on the Agenda.

- 4.4 Limitations on Political Speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue in accordance with RCW 42.17A.555, no Black Diamond elected official shall use a Council meeting to express an opinion in support of or in opposition to a candidate for public office or a ballot measure. *See also SECTION 19.*

SECTION 5 – COUNCILMEMBERS

5.1 Councilmember Attendance at Meetings.

- 5.1.1 Excused Absence. Councilmembers shall inform the Mayor or City Clerk in advance if the Councilmember will be unable to attend, or will be late to attend, any Council meeting. The Presiding Officer shall then announce during roll call that the Councilmember will be absent or late. Any absence following prior notice to the Mayor or City Clerk shall be noted in the minutes as an excused absence. Absence at a scheduled Council meeting due to sudden illness or emergency shall be noted in the minutes as an excused absence due to illness or emergency.
- 5.1.2 Excessive Absence Shall Create Vacancy. In accordance with RCW 35A.12.060, a Councilmember's position shall be deemed vacant if that Councilmember has three (3) consecutive unexcused absences from Regular Council meetings.
- 5.1.3 Telephonic or Other Electronic Attendance. Any Councilmember may attend any Council meeting by telephone, video conference, or other electronic means as long as all other persons present at the meeting can hear or otherwise understand all comments made and questions asked by the Councilmember and the Councilmember can hear or otherwise understand all comments made and questions asked by all other persons speaking at the meeting. The City Clerk shall reflect in the meeting minutes Councilmember attendance by telephone, video conference, or other electronic means.
- 5.2 Remarks. Councilmembers desiring to speak shall address the Presiding Officer and, when recognized, shall confine their remarks to matters currently under discussion, provided that a Councilmember may move to have a different matter considered by the Council, subject to these Rules of Procedure.
- 5.3 Questioning. Any Councilmember, shall have the right to question any individual, including members of the staff, on matters germane to the

issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner that would constitute an attempt to ridicule or degrade the individual being questioned.

- 5.4 Limitations on Political Speech. Except where the Council is properly considering a motion regarding whether the City shall take an official position on a political issue in accordance with RCW 42.17A.555, no Black Diamond elected official shall use a Council meeting as an occasion to express an opinion in support of or in opposition to a candidate for public office or a ballot measure. See also *SECTION 19*.

SECTION 6 – DEBATES

- 6.1 Speaking to the Motion. Councilmembers may speak on the motion at the time the motion is before the Council.
- 6.2 Interruption. No Councilmember, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in *Subsection 4.2.1* of these rules.
- 6.3 Courtesy. In the discussion, comments, or debate of any matter or issue, all speakers, including the Presiding Officer and Council members, shall be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or make insinuations about any other Councilmember, or any member of the staff or the public, but shall at all times confine their remarks only to those facts which are germane and relevant to the question or matter under discussion.
- 6.4 Violations. If a Councilmember violates these rules on debates, the Presiding Officer shall call such member to order, and the offending member shall be silent except to explain or continue in order. If the Presiding Officer violates these rules on debate or fails to call other members to order, any other Councilmember may, under a point of order, call the Presiding Officer or such other offending member to order, and the person being called to order shall be silent except to explain or continue in order.
- 6.5 Challenge to Ruling. Any Councilmember shall have the right to challenge any action or ruling of the Presiding Officer or other member, as the case may be, in which case the decision of the majority of the Councilmembers present shall govern.

SECTION 7 – PARLIAMENTARY PROCEDURES AND MOTIONS

- 7.1 Robert's Rules Supplementary. Except as provided in these Rules of Procedure, all City Council meetings shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition). The City Clerk shall act as Parliamentarian. If the Parliamentarian determines that a procedural issue is not adequately addressed by these Rules of Procedure or by Robert's Rules, the Council may handle the issue in any way that the majority of members who are present agrees is appropriate and which, in the opinion of the Parliamentarian, is not prohibited by law. Notwithstanding the foregoing, the proceedings of the Council may be conducted in an efficient and consensus-based manner.
- 7.2 Motions.
- 7.2.1 If a motion does not receive a second, it dies
- 7.2.2 *Matters that do not constitute a motion include:* nominations; withdrawal of motion by the person making the motion; request for a roll call vote; point of order or privilege. Because these matters are not motions, a second is not needed.
- 7.2.3 A Councilmember may abstain from voting on a motion because of a conflict of interest or to preserve the appearance of fairness, but cannot then participate in discussion or argument about the motion. *See Subsection 8.3.*
- 7.2.4 A motion that receives a tie vote is deemed to have failed; provided that, the Mayor shall be allowed to vote to break a tie vote when authorized by RCW 35A.12.100.
- 7.2.5 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 7.2.6 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote.
- 7.2.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 7.2.8 A "motion to table" is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires an affirmative vote of at least a majority of the

whole membership of the Council.

- 7.2.9 A “motion to postpone to a certain time” is debatable and amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or may be postponed to a date certain at a future Regular or Special City Council meeting.
- 7.2.10 A “motion to postpone indefinitely” is debatable but not amendable, and may only be reconsidered at the same meeting if it receives an affirmative vote of at least a majority of Councilmembers present.
- 7.2.11 A “motion to call for the question” shall immediately close debate on the main motion and is not debatable. This motion must receive a second and fails without an affirmative vote of at least a majority of all of the Councilmembers present. Debate is reopened if the motion fails.
- 7.2.12 A “motion to amend” is a motion to modify the wording of a pending motion before that pending motion is voted upon by the Council, by inserting, adding, striking out, striking out and inserting, or substituting language. A motion to amend must be seconded. However, some motions cannot be amended. See Subsection 7.2.13.
- 7.2.13 *Motions that cannot be amended include:* motion to adjourn; motion to lay on the table; motion to take from the table; motion for roll call vote; motion to reconsider; point of order; motion to amend. (A motion to amend an amendment is allowed.)
- 7.2.14 Amendments shall be voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 7.2.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 7.2.16 The Mayor, City Attorney or City Clerk shall repeat the motion prior to voting by the Council.
- 7.2.17 The City Clerk shall take a roll call vote, if requested by the Mayor, City Attorney, a Councilmember, or as required by law.
- 7.2.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular City Council meeting.

7.2.19 These rules may be amended, or new rules adopted, by a majority vote of the full Council at a Regular or Special City Council meeting.

- 7.3 Waiver of Rules. The Council may, by motion that carries with an affirmative vote of at least a majority of the whole membership of the Council, waive, suspend, or modify these Rules of Procedure.

SECTION 8 – VOTING

- 8.1 Voice Vote. In general, voice votes shall be used. Voice votes are a generalized verbal indication by the Council as a whole of “yea or nay” on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where the Councilmember abstains from participation, discussion and voting because of a stated conflict of interest, to preserve the appearance of fairness, or for other good cause. See *Subsection 8.3*. The Presiding Officer shall announce the outcome of each voice vote immediately thereafter and the result of each vote shall be recorded in the minutes.

- 8.2 Roll Call Vote. A roll call vote may be requested by the Mayor or by any Councilmember. When a roll call vote has been requested, the Clerk shall call upon each Councilmember and request an individual “yes or no”. The Presiding Officer shall announce the result of the vote immediately thereafter and the result of the vote shall be recorded in the minutes.

- 8.3 Abstentions.

8.3.1 *Abstention allowed for conflict of interest or appearance of fairness.* It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. However, a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or to preserve the appearance of fairness. Should the City Attorney indicate that the Mayor or a Councilmember is required to abstain from further participation on an issue, the affected person must abstain except where abstention would result in a lack of a quorum (or lack of a majority vote where required by law). See *Subsection 8.6.1*. Failure to abstain may cause delay in proceedings to allow court intervention. See *Subsection 8.6.3*.

8.3.2 *Notice of intent to abstain required.* Notice of intent to abstain shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Mayor or Councilmember perceives a need to abstain.

- 8.3.3 *Need to abstain shall be confirmed by City Attorney.* Prior to the time that the Mayor or a Councilmember gives notice of intent to abstain, the affected person shall confer with the City Attorney to determine if abstention is truly required. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter is scheduled to come before the City Council. If that cannot be done, the affected person should advise the City Council that he or she has an “abstention question” that he or she wants to review with the City Attorney. A brief recess should then be taken for that purpose.
- 8.3.4 *Abstaining member shall advise the Council and end participation.* After conferring with the City Attorney, the Mayor or Councilmember wishing to abstain from a vote because of a conflict of interest or to preserve the appearance of fairness shall so advise the Council, and shall then remove and absent himself or herself from the Council’s deliberations and considerations of the motion, and shall have no further participation in the matter.
- 8.4 Votes by Councilmember Serving as Presiding Officer. In accordance with RCW 35A.12.110, a Councilmember serving as Presiding Officer in the absence of the Mayor shall have the same rights to vote on matters before the Council as the person would otherwise have as a Councilmember.
- 8.5 Effect of Challenges Based on Conflict of Interest or Appearance of Fairness.
- 8.5.1 *If abstention removes quorum or majority.* Should the City Attorney determine that the participation of the Mayor or a Councilmember in discussion and voting on an issue would be a conflict of interest or appear to violate the appearance of fairness doctrine, or any specific part of chapter 42.36 RCW, that person shall abstain from further participation unless, as provided by RCW 42.36.090, a challenge to a member or members of the decision-making body would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law; in such cases, any challenged member(s) shall be permitted to fully participate in the proceedings and vote as though the challenge had not occurred if the member(s) publicly disclose the basis for disqualification prior to rendering a decision and each party has a full opportunity to present regarding the information relating to the issues. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

8.5.2 *Refusal to Abstain.* Should the Mayor or a Councilmember refuse to abstain from participation and voting on an issue after the City Attorney has determined that abstention is necessary, the challenged person may be disqualified from participating and voting on that issue upon a vote to disqualify that is passed by a **vote of four** ~~a majority~~ of the other Councilmembers present who are eligible to vote on the underlying issue.

8.5.3 *Failure to Abstain.* Should the Mayor or a Councilmember fail to abstain from participation and voting on an issue where that officer knows or should have known that a conflict of interest is present or that the appearance of fairness would be compromised, such failure to abstain by the Mayor or Councilmember shall be presumed to constitute a lack of good faith for purposes of officer indemnity under RCW 4.96.041; provided that, nothing herein shall preclude the Council from determining that the Mayor or Councilmember acted in good faith upon a failure to abstain.

8.5.4 *Failure to Vote.* In the absence of an abstention on the basis of a conflict of interest, appearance of fairness, or other good cause, an abstention or failure to vote of a Councilmember present at the proceeding shall be recorded as a vote on the prevailing side.

8.6 The Mayor's authority to cast a tie-vote is subject to all of the requirements of the Open Public Meetings Act.

SECTION 9 – ORDINANCES AND RESOLUTIONS

9.1 Ordinances. All ordinances must be introduced by a Councilmember and placed on the first available City Council Agenda for first reading and assignment by the Mayor Pro Tempore to the Council Standing Committee with jurisdiction over the subject matter of the ordinance. No ordinance shall be prepared or presented to the Council unless requested by two members of the Council, the Chair of a Council Committee, the Mayor, or the City Administrator. Unless waived, all ordinances shall be in writing, and the titles thereof shall be read aloud by the Presiding Officer prior to a vote being called. A motion and a second are required to bring an ordinance to a vote. Every ordinance should be reviewed by the City Attorney during Council Standing Committee review or before consideration by the City Council on final adoption,

In accordance with RCW 35A.12.120 and .130, an ordinance must be adopted by the affirmative vote of at least a majority of the whole membership of the Council, subject to the Mayor's approval and Council reconsideration of a mayoral veto; provided that, public emergency ordinances require an affirmative vote of at least a majority plus one of the whole membership of the Council. A public emergency ordinance is one

designated to protect public health, public safety, public property, or public peace.

In accordance with RCW 35A.12.160, either the full text of the ordinance or a summary shall be published as soon as practicable in the City's designated official newspaper after adoption. An ordinance becomes effective five (5) days after publication unless otherwise specified in the ordinance or as required by law.

Resolutions. All resolutions must be introduced by a Councilmember and placed on the first available City Council Agenda for first reading and assignment by the Mayor Pro Tempore to the Council Standing Committee with jurisdiction over the subject matter of the resolution. Resolutions may be prepared or presented to the Council at the request of two Councilmembers, the Chair of a Council Committee, the Mayor, or the City Administrator. All resolutions shall be in writing, and the titles thereof shall be read aloud by the Presiding Officer prior to a vote being called on their passage. A request for a full reading of a resolution need not be seconded.

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Prior to voting on passage of a resolution, the Council may decide by majority vote to amend the resolution or direct staff to review the proposed resolution and make a report to the Council.

A resolution must be passed by an affirmative vote of at least a majority of the whole membership of the Council; if passed, the resolution becomes effective immediately.

SECTION 10 – PUBLIC COMMENTS

- 10.1 Requesting to Speak. During the Public Comment period, members of the audience may comment on any matter related to City business. Persons addressing the Council who are not specifically scheduled on the agenda will step up to the podium, give their name and address for the record. All remarks must be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. Upon motion by a Councilmember without objection, or upon a vote of a majority of Councilmembers, the Presiding Officer will allow exceptions to the time restrictions. *See Subsection 3.5 for requests to make special presentations to the Council.*
- 10.2 Time Limit. Comments are limited to three (3) minutes per person. The Council may adjust the time restrictions when warranted by special circumstances and after approval of a majority of Councilmembers present.

- 10.3 Advertising or Promoting Political Cause is Prohibited. Except as authorized or required by RCW 42.17A.555, no person may address the Council for the purpose of assisting a campaign for election of a person to any office or for the promotion of, or opposition to, any ballot proposition. Further, no person may address the Council for the purpose of advertising any item, service, or product for profit or otherwise.
- 10.4 Other Prohibited Remarks. Any person who causes actual disruption by making personal attacks, using hate speech, making slanderous remarks or other disruptive conduct while addressing the Council shall be barred from further participation by the Presiding Officer, unless permission to continue is granted by a majority vote of Councilmembers present.

SECTION 11 – LEGISLATIVE AND QUASI-JUDICIAL HEARINGS

- 11.1 Legislative Hearings. Legislative public hearings are held to obtain public input on legislative decisions on matters of policy and in some instances are required by state law.
- 11.1.1 Before opening a legislative public hearing, the Presiding Officer shall state the hearing procedures.
- 11.1.2 The Department Director or the Director's designee shall present the issue to the Council and respond to questions.
- 11.1.3 A person may speak for up to five (5) minutes. A person may speak for up to ten (10) minutes if representing a group of two or more. No one may speak for a second time without the approval of the Council and only after everyone who wishes to speak has had an opportunity. The Council may make exceptions to the time restrictions upon a motion and majority vote of Councilmembers present,
- 11.1.4 The City Clerk shall serve as timekeeper during legislative hearings.
- 11.1.5 After the speaker has used his or her allotted time, Councilmembers may ask questions of the speaker and the speaker may respond, .
- 11.1.6 The hearing will then be closed to public participation and open for discussion among Councilmembers.
- 11.1.7 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present.

- 11.2 Quasi-judicial Hearings. Quasi-judicial hearings involve the legal rights of specific parties and afford procedural due process, which may include receiving testimony, making a record of the evidence considered by the Council and issuing specific Council findings. The following procedures shall apply:
- 11.2.1 Before opening a quasi-judicial hearing, the Presiding Officer shall state the hearing procedures.
 - 11.2.2 The Department Director of the department most affected by the subject matter of the hearing, or said Director's designee, shall be afforded fifteen (15) minutes to present the City's position and findings. City staff shall be available to respond to Council questions.
 - 11.2.3 The proponent or applicant spokesperson shall speak second and be allowed fifteen (15) minutes for presentation. The proponent may divide up the fifteen (15) minutes between more than one speaker and may reserve time to be added to the maximum time for rebuttal. Council may ask questions.
 - 11.2.4 The opponent spokesperson, if any, shall speak third and be allowed fifteen (15) minutes for presentation, may divide up the fifteen (15) minutes between more than one speaker, and may reserve time to be added to the maximum time for rebuttal. Council may ask questions.
 - 11.2.5 Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson. Any time reserved from the speaker's presentation may be added to the five minute limit.
 - 11.2.6 After the proponent and opponent have used their speaking time, ten (10) minutes shall be allowed for the Council to ask further questions of the speakers, who shall be entitled to respond but who must limit their response to the question asked.
 - 11.2.7 The City Clerk shall serve as timekeeper during these hearings. By motion and majority vote of Councilmembers present, the Council may extend the times provided in this Subsection 11.2.
 - 11.2.8 When necessary in the interests of fairness or when required by circumstances, the hearing may be recessed and continued to a date certain upon approval by a majority vote of Councilmembers present; provided that, the record is closed for the entire period of continuance and only Councilmembers who were present for the

earlier portion of the hearing, or Councilmembers who have had the opportunity to consider the entirety of the record (verbatim transcript or audio and/or visual recording), may participate when the hearing resumes. Examples of reasons to allow a recess include, but are not limited to, absence of a necessary party due to illness or emergency; request for additional argument on an issue by a majority vote of the Council; inability to complete the hearing due to circumstances beyond the parties' control, such as power failure or natural disaster.

11.2.9 Consistent with RCW 42.30.140(2), the Council may consider the matter in an executive session or otherwise.

11.2.10 Except as otherwise allowed by law, after the Council has publicly considered the arguments and evidence presented, the Council shall then vote on the issue that was the subject of the hearing.

SECTION 12 – TOWN HALL MEETINGS

12.1 Purpose. Town Hall meetings provide a forum for Council members and community members to discuss City initiatives, emerging issues and community concerns, opinions and preferences regarding specific topics affecting the Black Diamond community, and for the City to respond to community questions. It is not the purpose of Town Hall meetings to take final action on any matter before the City Council.

12.2 Town Hall Agenda. The scheduling, agenda preparation and public comment period for Town Hall meetings shall conform to these Rules of Procedure, except that public comment may be limited to specific topics identified in the Town Hall meeting agenda. The speakers should limit their time to 10 minutes, to allow time for all speakers to speak. A second round of comment will be allowed, and speakers will be limited to three minutes. The Presiding Officer shall retain authority to impose rules of procedure to ensure open discussion during the Town Hall meeting, that people with opposing or different viewpoints receive an equal opportunity to speak, that everyone receive an opportunity to speak before any one speaker receives a second opportunity to speak, and that order and decorum is maintained. When necessary to ensure that everyone receive an opportunity to speak, the Presiding Officer shall retain authority to limit all persons' remarks to an equal period of time.

12.3 Staffing. City staff and the City Attorney shall not be required to attend Town Hall meetings unless otherwise directed by the Mayor; with the exception that, the City Clerk, or designee, shall attend Town Hall meetings for the purpose of keeping a journal of the minutes of the meeting and to act as the City Council's parliamentarian in the absence of the City Attorney.

SECTION 13 – MAYOR PRO TEMPORE AND COUNCIL PRESIDENT SELECTION PROCESS

Annually at the first meeting of a new Council, the members thereof, by majority vote, shall designate one of their members as Mayor Pro Tempore for such period as the Council may specify. The Mayor Pro Tempore shall serve in the absence or temporary disability of the Mayor. In the event the Mayor Pro Tempore leaves, the Council shall, by a majority vote, designate one of the remaining Councilmembers as Mayor Pro Tempore.

Annually at the first meeting of a new Council, or soon thereafter, the members thereof, by majority vote, shall designate one of their members as Council President. The Council President shall perform such duties as may be assigned by Council Rules.

SECTION 14 – SELECTING A COUNCIL MEMBER PRO TEMPORE OR FILLING A VACANT COUNCIL POSITION

- 14.1 Selecting a Councilmember Pro Tempore. In accordance with RCW 35A.12.065, in the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the period of absence or disability.
- 14.2 Filling Vacant Council Position. In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy in accordance with Chapter 42.12 RCW. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose.

SECTION 15 – COUNCIL MEETING STAFFING

- 15.1 The City Administrator or the City Administrator's designee must attend all meetings of the Council, unless excused.
- 15.2 The City Attorney shall attend meetings of the Council and Council Standing Committees upon request by a Council Standing Committee chair or any three Councilmembers, and may provide comment, either written or oral, on legal questions.
- 15.3 It is recommend that department heads review committee schedules and if needed send a department representative to attend Council and Council Standing Committee meetings and answer Council member questions.

Department heads are also encouraged to give input to scheduling of committees and committee agendas to coordinate staff attendance if needed.

SECTION 16 – COUNCIL RELATIONS WITH STAFF

- 16.1 The Mayor, City staff and Councilmembers shall respect the different roles each officer plays in a successful City and will strive to treat each other with courtesy and respect when questions, comments or criticism are expressed in a public meeting.
- 16.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge the Mayor and City staff as administrators of the Council's policies.
- 16.3 All written informational material requested of City staff by any individual Councilmember that the requesting Councilmember then intends to reference or introduce at a Council meeting shall be submitted or made available to all Councilmembers prior to being referenced or introduced at the meeting, unless other reasons preclude such distribution, in which case the reasons shall be communicated by the requesting Councilmember to the Mayor or the Mayor's designee and such reason provided to all Councilmembers.
- 16.4 Councilmembers shall not attempt to coerce City staff in the administration of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or purchases of City licenses or permits.
- 16.5 No Councilmember shall direct the Mayor or City staff to initiate any action or prepare any report that is significant in nature, or initiate any project or study, without the consent of at least a majority of the whole membership of the Council.
- 16.6 Individual requests for information can be made directly to Department Directors unless otherwise determined by the Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor.

SECTION 17 – APPOINTMENT BY MAYOR & CONFIRMATION BY CITY COUNCIL – WHEN REQUIRED

- 17.1 Mayor's Power to Appoint. In accordance with RCW 35A.12.090, the Mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service; provided that, in accordance with BDMC 2.08.020,

each officer may hire any employee assigned to his or her department.

- 17.2 Confirmation by Council. In accordance with RCW 35A.12.090, confirmation by the City Council of mayoral appointments of officers and employees is required when City ordinance provides for the confirmation of such appointments. In addition, the City Council may require confirmation of mayoral appointments by the Council whenever the qualifications for the office or position have not been established by City ordinance.

SECTION 18 – COUNCIL COMMITTEES AND CITIZEN ADVISORY BOARDS

18.1 Council Standing Committees.

- 18.1.1 *Establishment.* The City Council, by a majority vote of at least the whole membership of the Council, is authorized to establish Council Standing Committees. Upon submittal by a Councilmember, Mayor, or City Administrator, all ordinances and resolutions shall be referred by the Mayor Pro Tempore to the Council Standing Committee that has jurisdiction over the subject matter of the legislation. No ordinance or resolution shall be placed on the Council Agenda for final action unless it has received a "do-pass" or "no recommendation" recommendation by a Council Standing Committee; provided that this provision shall first apply to the Regular Council Meeting scheduled for February 18, 2016; and provided that any ordinance or resolution may be relieved from committee and placed on the Council Agenda for action by any three Councilmembers.

- 18.1.2 *Appointment of Council Standing Committee Chair and Members.* Annually at its first meeting in January, or as soon thereafter as practicable, the Council upon a majority vote of at least the whole membership of the Council shall approve the membership and Chairs of the Council Standing Committees. Committee Chairs and members may be removed or added by a majority vote of the full Council at a Regular or Special City Council meeting."

- 18.1.3 *Agenda Setting/Proceedings.* The agenda setting and proceedings of each Council Standing Committee shall be as follows:

- a. The Committee Chair shall set the Committee schedule and agenda. All meetings shall be noticed in the same manner as Council meetings and be conducted in accordance with the Open Public Meetings Act RCW 42.30 and noticed as committee meetings using the process traditionally used by the City Clerk to notice committee meetings. Whenever possible,

Committee meetings shall be conducted on week-day evenings. The Mayor Pro Tempore and the President of the Council shall work with Committee Chairs to coordinate committee schedules so as to avoid conflicts, allow participation by appropriate staff, and enable the efficient conduct of Regular Council Meetings.

- b. The Committee Chair shall designate a member of the committee to act as Vice-Chair. If the Committee Chair is unable to attend a scheduled meeting, the Vice-Chair shall chair the meeting.
- c. Under the direction of the Chair, Council Standing Committees shall review all ordinances and resolutions. The Committee may amend and forward to the Council with a "do pass" recommendation all legislation that has been referred to it by the Mayor Pro Tempore. The Committee may also forward legislation to the Council with "no recommendation". A committee recommendation does not constitute enactment of any ordinance or resolution. Legislation may be held in Committee by the Chair; provided that the Committee may be relieved of legislation by a majority vote of the whole membership of the Council.
- d. At the discretion of the Chair, recommendations on resolutions and ordinances may be "signed out" of the Committee with the signatures of at least a majority of the Committee members, and forwarded to the full Council.
- e. Matters forwarded from a Council Standing Committee to the City Council as a whole will remain at that level unless requested to be returned to Committee by a majority of the Council.
- f. Should a Council Standing Committee be split on whether a matter should receive a "do pass" recommendation, the Chair of the Standing Committee may refer the matter to the Council without recommendation.
- g. Audience participation at a Council Standing Committee meeting is at the discretion of the Committee Chair or by the majority vote of the committee.

18.1.4 *Standing Committees Authorized.* Standing Council committees may include, but shall not be limited to:

- a. *Budget/Finance/Administration Committee:* The Budget, Finance and Administration Committee, , shall consider matters related to the financial issues of the City, including the annual

and long term capital budgets and plans including but not limited to revenues and expenditures, sales of bonds, general fiscal and financial conditions, voucher approval, rates and fees, audit and operations of the City, including but not limited to, facilities and properties computerization, periodic budget and financial reports, and policy matters related to personnel. This Committee may also consider matters not included in other Committee's scopes of authority.

- b. *Growth Management, Land Use and Community Services Committee:* The Growth Management, Land Use and Community Services Committee , shall consider matters related to community growth and development, including but not limited to, planning of the physical, economic, aesthetic and social development of the City, comprehensive plan, zoning code, and housing, annexation policies, and code enforcement. The Committee shall consider matters related to transportation planning and concurrency. Unless prohibited by the BDMC or other law, the Committee shall consider policy or municipal code matters related to project permit review, Development Agreements and the MDRT.
- c. *Government Operations and Administration Committee:* The Government Operations and Administration Committee shall consider issues related to the operations and administration of City Departments and shall consider issues related to public health, safety and welfare of the citizens of Black Diamond including but not limited to, law enforcement, fire safety, court, hazardous materials, animal control, special events and emergency services. The Committee shall consider matters related to water, sewer, solid waste, recycling, utility franchises, storm water management, transportation, capital improvement program, transit, streets, street lighting, signalization, street local improvement, planning and implementation of park and recreational facilities, trails and cemetery. This Committee may also consider matters not included in other committee's scopes of authority.

18.2 Task Force Committees and Intergovernmental Groups.

- 18.2.1 The Mayor or a majority of the whole membership of the City Council may establish Task Force Committees on an *ad hoc* basis to consider matters that require a special approach or emphasis. Task Force Committees may be established and matters referred to them at Council study sessions. The Council shall designate its representatives to intergovernmental councils, boards and committees by a majority vote of the whole Council.

- 18.2.2 Task Force Committees shall consider all matters referred to them. The Chair of each Task Force Committee shall report the findings of the Committee to the Council. Committees may refer items to the Council with no Committee recommendation. Once the Committee's findings have been delivered to the Council, the Committee's duties shall be considered complete and the Committee dissolved, unless specifically re-tasked by the Council.
- 18.3 Advisory Boards, Committees and Commissions. Citizen advisory boards, committees and commissions may be established by resolution or ordinance from time to time, and shall consist of citizens appointed pursuant to the establishing resolution or ordinance and serving in the capacity and for the purposes indicated in the ordinance; such boards, commissions and committees shall act in an advisory capacity to the City Council.

SECTION 19 – SPEAKING WHEN REPRESENTING THE CITY COUNCIL

- 19.1 An Official City Position Requires a Public Vote. The City does not have an official position on any issue, whether the issue is political or non-political in nature, unless in accordance with RCW 42.17A.555, the City Council has taken a public vote and at least a majority of the whole membership of the Council votes to adopt the position. Failure of a majority of the Council to vote in favor of a position pursuant to RCW 42.17A.555 shall not constitute adoption of a contrary position; in such cases the City shall continue to have no official position on the issue.
- 19.2 Personal Opinions Must Be Distinguished From City Positions on an Issue.
- 19.2.1 *Speaking to persons about issues.* Whenever the Mayor or a Councilmember is speaking to a person or group of persons and the Councilmember expresses an opinion on an issue, whether the issue is political or non-political, the Mayor or Councilmember must clearly state whether the opinion represents the official position of the City of Black Diamond and its City Council, or whether it is only the speaker's personal opinion.
- 19.2.2 *Speaking on behalf of the City.* If the Mayor or a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Mayor or Councilmember must state the official position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the official position of the Council may be expressed only if the speaker clarifies that these statements do not represent the City Council's position.

- 19.2.3 *Expressing the views of other Councilmembers.* Prior to representing the position of an elected City official on an issue to the media, another government agency, a community organization, or members of the public, the Mayor and Councilmembers must have permission from that elected official; provided that, presenting how another elected official voted in an official public vote of the Council shall not require permission.

SECTION 20 – TRAVEL AUTHORIZATION

The City Council shall authorize and approve expenditures of city funds to pay for travel-related costs only in accordance with an adopted budget, and/or chapters 2.56 and 2.57 BDMC and/or the City's adopted administrative.

SECTION 21 - CONFIDENTIALITY

- 21.1 In General. Certain information is required to be kept confidential under state or federal law. The Mayor and Councilmembers must keep such information confidential when that information has been provided to them by City staff or otherwise becomes known to them during the performance of their duties in office. Confidential information includes, but is not limited to, certain personnel and employment information, certain information regarding pending labor and other contracts, and certain information regarding negotiations for the sale or purchase of property. It is the duty of the Mayor and each Councilmember to consult with the City Attorney should the official have a question about whether any particular information is confidential and may not be released.
- 21.2 Executive Sessions. The Mayor and Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Sessions and may not provide them to persons not present during Executive Sessions, unless, after consultation with the City Attorney, such provision will not violate the confidentiality of Executive Session, or will not violate some other legal exemption or legal privilege; provided that this provision does not apply to verbal information or written materials that are not authorized by the Open Public Meetings Act RCW 42.30 or other law to be discussed in executive session.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution approving membership and chairs to Council standing committees	Agenda Date: February 2, 2017 AB17-002B	
Cost Impact (see also Fiscal Note): \$ Fund Source: -- Timeline:	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court – Stephanie Metcalf	
	Councilmember Morgan	X
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		
SUMMARY STATEMENT: This item was not acted upon at the January 19 th meeting.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Government Operations Committee recommended placement before Council.		
RECOMMENDED ACTION: MOTION to adopt a Resolution approving membership and chairs of Council standing committees.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
January 5, 2017	Referred to committee	Passed 3-2 (Edelman, Deady)
January 19, 2017	Not acted on.	
February 2, 2017		

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON APPROVING THE MEMBERSHIP AND CHAIRS OF COUNCIL STANDING COMMITTEES

WHEREAS, Council Rule 18.1.2 states, “Annually at its first meeting in January, or as soon thereafter as practicable, the Council upon a majority vote of at least the whole membership of the Council shall approve the membership and Chairs of the Council Standing Committees... ”; and

WHEREAS, Council Committee meetings attended by a quorum of the Council are plainly legal and provide the benefits of public notice and a record of the proceedings when the administration issues public notice according to the Council Rules; and

WHEREAS, Participation in Council Committee meetings is important to for Councilmembers acting on responsibilities within the scope of their committee membership;

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

Section 1. The Council Budget, Finance, and Administration Committee (Finance Committee) members are Councilmember Brian Weber and Councilmember Erika Morgan. Councilmember Weber will serve as Committee Chair. The committee shall have no other members.

Section 2. The Council Growth Management, Land Use and Community Services members are Councilmember Pat Pepper and, Councilmember Brian Weber. The committee also has a contingency member, Councilmember Janie Edelman, who is eligible to participate in this committee’s meetings when proper public notice is issued by the City staff as required by the Council Rules and the Open Public

Meetings Act, and ~~Councilmember Janie Edelman~~. Councilmember Pepper will serve as Committee Chair. The committee shall have no other members.

Section 3. The Council Government Operations and Administration Committee members are Councilmember Erika Morgan and, Councilmember Pat Pepper, ~~and Councilmember Tamie Deady~~. The committee also has a contingency member, Councilmember Tamie Deady, who is eligible to participate in this committee's meetings when proper public notice is issued by the City staff as required by the Council Rules and the Open Public Meetings Act. Councilmember Morgan will serve as Committee Chair. The committee shall have no other members.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THE _____ DAY OF
_____, 2017.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a grant agreement with King County Department of Public Health to fund the 2017-2018 household hazardous waste collection and recycling events	Agenda Date: February 2, 2017 AB17-019	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$12,179.86 revenue	Public Works – Seth Boettcher	
Fund Source: King County PHSKC grant	Court – Stephanie Metcalf	
Timeline: 2017-2018		
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 17-xxx; Grant Agreement		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda. This grant agreement from King County Department of Public Health is for the City's four household hazardous waste collection and recycling events. This grant is administered by Seattle & King County Public Health. The City has been combining with Maple Valley for this event and will continue to do so. FISCAL NOTE (Finance Department): The cost of household hazardous waste collection and recycling events is 100% covered by King County Grants.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a grant agreement with King County Department of Public Health to fund the 2017-2018 household hazardous waste collection and recycling events.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 2, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH KING COUNTY DEPARTMENT OF
PUBLIC HEALTH TO FUND THE 2017-2018 HOUSEHOLD
HAZARDOUS WASTE COLLECTION AND RECYCLING
EVENTS**

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2017 and 2018 events; and

WHEREAS, King County, through its Department of Public Health, has offered a grant to support these services; and

WHEREAS, City residents will be able to use these events to dispose of many household hazardous waste items and recyclable materials;

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

Section 1. The City Council hereby accepts grant funding from King County Department of Public Health in the amount of \$12,179.86 to fund the 2017-2018 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Department of Public Health to fund the 2017-2018 household hazardous waste collection and recycling events, substantially in the form attached hereto;


PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # 1264 EHS	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME City of Black Diamond			RECIPIENT FEDERAL TAX ID # 91-6016204		
RECIPIENT ADDRESS PO Box 599 Black Diamond, WA 98010			RECIPIENT CONTACT & EMAIL ADDRESS Seth Boettcher; SBoettcher@ci.blackdiamond.wa.us		
PHSKC DIVISION EHS			PROJECT TITLE Local Hazardous Waste Management Program		
AGREEMENT START DATE Jan 01 2017		AGREEMENT END DATE Dec 31 2018		AGREEMENT MAXIMUM AMOUNT \$12,179.86	
FUNDING DETAILS					
<u>Funding Source</u> County		<u>PHSKC Contract #</u>		<u>Amount</u> \$12,179.86	
<u>Effective Dates</u> Jan 01 2017 TO Dec 31 2018					
FUNDING SUMMARY FEDERAL: \$0		COUNTY: \$12,179.86		STATE: \$0	
OTHER: \$0					
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT: No					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

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

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

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

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

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

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

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

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

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature

to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

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

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

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

7. Audits

- A. If the Recipient, for-profit or non-profit, receives in excess of ,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Recipient's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

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

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

9. Dispute Resolution

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

10. Hold Harmless and Indemnification

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

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

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

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:
- "Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

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

- A. During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at

<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of ,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

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

15. Equipment Purchase, Maintenance, and Ownership

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

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

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

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

17. Political Activity Prohibited

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

18. King County Recycled Product Procurement Policy

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

19. Future Support

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

20. Entire Agreement/Waiver of Default

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

21. Amendments

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

22. Notices

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

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

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

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

24. Applicable Law

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

25. Electronic Processing and Signatures

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

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

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

26. No Third Party Beneficiaries

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

END OF COUNTY TERMS AND CONDITIONS

EXHIBIT A SCOPE OF WORK

CITY OF BLACK DIAMOND 1/1/2017-12/31/2018

Background

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

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

Scope of Work

The City of Black Diamond will co-host with the City of Maple Valley four household hazardous waste collection and recycling events in 2017-2018. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of the activity accomplished and funds expended in accordance with the scope of work.

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

Seattle-King County Department of Public Health

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

which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

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

EXHIBIT B

2017-2018 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	2017-18 Budget	Total
Household Hazardous Waste Education		
Household Hazardous Waste Collection	\$12,179.86	\$12,179.86
TOTAL	\$12,179.86	\$12,179.86

Footnote: The 2017-2018 budget can be partly or totally spent in either 2017 and/or 2018 but cannot exceed the budget total in these two years.

Public Health

Seattle & King County



INVOICE

Contract Number:
Exhibit: C
Contract Period of Performance: 1/1/17-12/31/18

City of Black Diamond
P.O Box 599
Black Diamond WA 98010
Invoice Processing Contact: Seth Boettcher
(360) 886-5711
SBoettcher@ci.blackdiamond.wa.us

Submit signed hardcopy invoice to:
Paul Shallow
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104

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

Start Date	End Date
1/1/17	12/31/18
MM/DD/YY	

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order # _____
Supplier Name City of Black Diamond
Supplier # 1423
Supplier Pay Site City of Black Diamond
Remit to Address _____

Invoice Date _____
Invoice # _____
Amount to be Paid _____
Note to AP _____
Payment Type (Circle One) CHECK or ACH
Print on Remittance _____
PH Program name & phone Paul Shallow (206) 263-8487

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount

Attach sheet for multiple POETAs

Expenditure Item	2017-18 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education					
HHW Collection	\$12,179.86				\$12,179.86
Total	\$12,179.86				\$12,179.86

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

Subrecipient Signed _____ Date _____

PH Authorization / Approval _____ Date _____

Print Name _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

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 a grant agreement with King County Solid Waste Division to fund the 2017-2018 household hazardous waste collection and recycling events	Agenda Date: February 2, 2017 AB17-020	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$20,000 revenue		
Fund Source: King County Grant	Public Works – Seth Boettcher	
Timeline: 2017-2018	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 17-xxx; Grant Agreement		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda. This grant agreement from King County Solid Waste Division is for the City's four household hazardous waste collection and recycling events. This grant is administered by Seattle & King County Public Health. The City has been combining with Maple Valley for this event and will continue to do so. FISCAL NOTE (Finance Department): This grant will provide revenue of \$10,000 in 2017 and \$10,000 in 2018. This has been included in the 2017 Budget. This is a 100% funded community event.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a grant agreement with King County Solid Waste Division to fund the 2017-2018 household hazardous waste collection and recycling events.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 2, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH KING COUNTY SOLID WASTE
DIVISION TO FUND THE 2017-2018 HOUSEHOLD
HAZARDOUS WASTE COLLECTION AND RECYCLING
EVENTS**

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2017 and 2018 events; and

WHEREAS, King County, through its Solid Waste Division, has offered a grant to support these services; and

WHEREAS, City residents will be able to use these events to dispose of many household hazardous waste items and recyclable materials;

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

Section 1. The City Council hereby accepts grant funding from King County Solid Waste Division in the amount of \$20,000 to fund the 2017-2018 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Solid Waste Division to fund the 2017-2018 household hazardous waste collection and recycling events, substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

INTERAGENCY AGREEMENT FOR 2017 and 2018

Between

KING COUNTY and the CITY OF BLACK DIAMOND

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

PREAMBLE

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

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

I. PURPOSE

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

II. RESPONSIBILITIES OF THE PARTIES

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

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2017 and 2018 shall not exceed \$20,000.
2. This Agreement provides for distribution of 2017 and 2018 grant funds to the City. However, grant funds are not available until January 1, 2017.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight (8), progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The city shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2019.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2018 and March 31, 2019.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2018 and January 2019, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2019.

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

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2021.

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

B. The County:

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

2. The City of Black Diamond's budgeted grant funds for 2017-2018 are \$20,000.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond" and/or "text provided courtesy of the City of Black Diamond."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2017 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2017, and shall terminate on June 30, 2019. The City shall not incur any new charges after December 31, 2018. However, if execution by either Party does not occur until after January 1, 2017, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2017 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

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

V. AMENDMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION

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

VII. INSURANCE

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

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

IX. TIME IS OF THE ESSENCE

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

X. SEVERABILITY

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

XI. NOTICE

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

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

If to the City:

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

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

City

(Title)

Date

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2017/18 Scope of Work

A. Basic Information

1. City of Black Diamond
2. Grant Project Manager: Seth Boettcher
Public Works Director
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010
TEL – 360-886-5711
FAX - 360- 886-2592
Email – SBoettcher@ci.blackdiamond.wa.us
3. Contractor name: Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
Email – pauldevine@msn.com
4. 2017/18 Budget: \$20,000.00

B. Scope of Work

In 2017-18, Black Diamond will work with the City of Maple Valley to co-host spring and fall recycling events in the City of Maple Valley. Black Diamond and Maple Valley will share event expenses on a percentage basis based on the population of each City (to the extent possible). Some expenses, such as the event flyer printing, sorting and mailing, will be based on the actual number of flyers sent to each City. The combined population of the two cities is 29,095 (according to the King County Solid Waste Division). Black Diamond's population is 4,305 (15%) and Maple Valley's population is 24,790 (85%).

1. Task One: Recycling Collection Events

A) Schedule - Spring and Fall, 2017/18

B) Task Activities

- Total Number of Recycling Collection Events – Four
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals

- Non-ferrous Metals
- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Paper Shredding
- +User fees may apply

Other materials when possible.

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

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2017/18 volumes and vehicles with prior year's events

D) Task Budget: \$16,000.00

Estimated Costs	2017/18	2017	2017	2017	2018	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs						
Project Administration	\$800.00	\$400.00	\$0.00	\$400.00	\$400.00	\$1,200.00
Consultant and Contract Services						
Event Management, Staffing, Reporting, and Graphics*	\$7,040.00	\$2,935.00	\$1,077.69	\$3,520.00	\$3,520.00	\$11,052.69
Event Staff Costs**	\$1,760.00	\$440.00	\$0.00	\$880.00	\$880.00	\$2,200.00
Collection/Hauling Costs						\$0.00
Wood Waste	\$400.00	\$0.00	\$200.00	\$200.00	\$200.00	\$600.00
Scrap Metal, Appliances, etc.	\$1,600.00	\$0.00	\$500.00	\$800.00	\$800.00	\$2,100.00
Tires	\$800.00	\$0.00	\$0.00	\$400.00	\$400.00	\$800.00
Paper Shredding	\$400.00	\$0.00	\$300.00	\$200.00	\$200.00	\$700.00
Used Oil/Antifreeze	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
Batteries	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
Other Material Cost	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
Printing/Mailing	\$1,200.00	\$900.00	\$0.00	\$600.00	\$600.00	\$2,100.00
Event Supplies	\$400.00	\$200.00	\$0.00	\$200.00	\$200.00	\$600.00
Other Expenses - rentals, etc	\$1,600.00	\$199.93	\$0.00	\$800.00	\$800.00	\$1,799.93
TOTALS	\$16,000.00	\$6,089.93	\$2,077.69	\$8,000.00	\$8,000.00	\$24,167.62

NOTE: Contractor will handle flyer printing and mailing and obtain event supplies.

Hourly rates for City staff are \$75.43 per hour. Hourly rates for consultants are as follows:

Project Manager - \$70.00* and Event Staff - \$55.00**.

E) Task Performance Objectives:

The City plans to send out approximately 1,650 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 10-20 tons of material from the local waste stream per year.

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

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of approximately 4,305. The City expects, based on past events, that 200-300 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 10-20 tons of material diverted from the local waste stream for recycling per year.

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

2.Task Two: Rain Barrel, Compost, and Worm Bin Sale

A) Task Schedule: Spring, 2017-18

B) Task Activities:

- Total Number of Bin/Barrel Sales – Two or more
- Task Description - The City will implement two or more rain barrel, compost/worm bin sales in 2017-18. The sales will be held in conjunction with Maple Valley Recycling Collection Events. The City will:
 - Distribute subsidized rain barrels, backyard compost bins, worm bins, and educational materials to City residents. The number of bins and barrels purchased will depend on the type of units selected. Residents will be charged \$20-\$25 per unit.

C) Task Budget: \$4,000.00

ESTIMATED COSTS	2017 Cost	2018 Cost	2017/18 Total
Consultant and Contract Services			
Administration and Supplies	\$50.00	\$50.00	\$100.00
Barrels and Bins	\$1,700.00	\$1,700.00	\$3,400.00
Event Coordination/Management/Reporting*	\$870.00	\$870.00	\$1,740.00
Event Staff**	\$330.00	\$330.00	\$660.00
Bin Storage and Delivery	\$50.00	\$50.00	\$100.00
Estimated Income - User Fees	-\$1,000.00	-\$1,000.00	-\$2,000.00
Total	\$2,000.00	\$2,000.00	\$4,000.00

NOTE: Contractor will handle purchase, storage, and delivery of units.

Hourly rates for consultants are as follows:

Project Manager - \$70.00* and Event Staff - \$55.00**.

D) Task Performance Objectives: The goal of this program is to achieve greater resource efficiency in the City and stimulate demand for recycled plastic. Backyard composting and vermicomposting extends the life of landfills and reduces stress on local composting facilities. This program should result in greater resource efficiency as it will encourage City residents to manage their yard and food debris on their own properties and to reuse the composted materials in their gardens as well as conserve water. The City will support recycling programs by distributing recycle content rain barrels/bins to City residents. The items weigh approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced.

E) Task Impact Objectives/Evaluation:

As a result of the sales, the City will:

- Reduce the residential waste stream by up an estimated 5-10 tons of yard and food debris annually or 50-100 tons in the next ten years.
- Conserve water and reduce demand for potable water from local sources
- The City will monitor the program by reporting the following:

- Number of rain barrels distributed.
- Number of compost bins distributed.
- Number of worm bins distributed.
- The estimated amount of yard and food debris diverted.

By distributing recycle content barrels, the City will divert recyclable materials from the waste stream. The City will distribute recycled content barrels to City residents, which will help promote recycled products and conserve water.

2017-2018 Grant Guidelines**Program Eligibility:**

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

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted King County Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov.

Eligible for funding:

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

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

- Water conservation - i.e. rain barrels
- Energy conservation
- Water quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

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

Cities should pursue funding for HHW collection or education programs through the King County Local Hazardous Waste Management Program (LHWMP) or the Washington State Department of Ecology Coordinated Prevention Grant (CPG) Program.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 20, 2018 and March 19, 2019. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment A) must be used when submitting requests for reimbursement.

By the 5th working day of January 2017 and January 2018, cities must notify the Solid Waste Division (SWD) of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments, and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle (June 30, 2019). (Note: The final request for reimbursement would still need to be submitted by March 19, 2019.) All progress and final reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

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

BUDGET SUMMARY REPORT FORM
2017-2018 Waste Reduction & Recycling Grant Program

City: _____	Date: _____
Address: _____	Phone: _____
_____	Invoice #: _____
_____	Report Period: _____
Preparer's Name: _____	Contract #: _____

Total amount requested this period:	_____
Total amount previously invoiced:	_____
Original interlocal amount:	_____
Total amount charged to date:	\$ -
Amount remaining for completion of interlocal:	\$ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

For King County Use				
Contract # _____ 0				
Project	1126942	Org	720122	Exp.Account 54150 Task 22.000
Purchase Order #	_____	Requisition #	_____	Receipt _____
Supplier #	_____	Supplier Pay Site	_____	Invoice # _____ Payment Type _____

Total charges this period are approved for payment:	\$ _____
Project Manager: _____	Date _____

Expense Summary Form

King County Waste Reduction Recycling Grant

2017/2018 Grant Cycle

City of

Reimbursement Request #

Date: _____

Contract #

[illegible]

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 a professional services agreement with Olympic Environmental Resources for the City's 2017 Spring and Fall recycling events	Agenda Date: February 2, 2017	
	AB17-021	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$16,089.93		
Fund Source: King County grants	Public Works – Seth Boettcher	
Timeline: 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 17-xxx; Professional Services Agreement; Spring 2016 Event Report; Fall 2016 Event Report		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda. The City has been holding annual spring and fall recycling events, coordinated by Olympic Environmental Resources. This event gives City residents the opportunity to recycle unwanted materials, including hazardous waste and yard debris. These events are held along with the City of Maple Valley and will be held at Rock Creek Elementary in Maple Valley. FISCAL NOTE (Finance Department): 100% of this contract for this year's events is covered through two grants from King County.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a professional services agreement with Olympic Environmental Resources for the City's 2017 Spring and Fall recycling events.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 2, 2017		

RESOLUTION NO. 17-_____

**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
OLYMPIC ENVIRONMENTAL RESOURCES FOR THE
CITY'S 2017 SPRING AND FALL RECYCLING EVENTS**

WHEREAS, the City holds annual recycling events in the spring and fall; and

WHEREAS, the City received a Local Hazardous Waste Management Program grant from King County to fund a portion of these events; and

WHEREAS, the City received a grant from the King County Solid Waste Division to fund a portion of these events; and

WHEREAS, Olympic Environmental Resources is coordinating this event for Black Diamond and Maple Valley;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Olympic Environmental Resources for the City's 2017 Spring and Fall Recycling Events;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

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 _____, 201____, 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-_____

and _____ Olympic Environmental Resources a corporation organized under the laws of the State of Washington, doing business at:

_____ 4715 SW Walker St, Seattle, WA 98116 (hereinafter the "CONSULTANT")
Contact: Paul Devine Phone: 206-938-8262 Fax: NA

for professional services in connection with the following Project:

Black Diamond Recycling Events

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 Exhibits A and 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.

3. Terms. This Agreement shall commence on January 1, 2017, ("Commencement Date") and shall terminate on December 31, 2017 unless extended or terminated in writing as provided herein.

Revised 2/26/15

4. Compensation.

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$16,089.93.

☐ 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 A.

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

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

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for 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: _____

NAME OF CONSULTANT: Olympic
Environmental Resources
Attn: Paul M Devine
4715 SW Walker St
Seattle, WA 98116
Phone: 206-938-8262
Fax: NA

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


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

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

CITY OF BLACK DIAMOND,
WASHINGTON

CONSULTANT: Olympic Environmental
Resources

By: _____
Carol Benson
Mayor

By:  _____

Name: Paul M Devine

Date: _____

Title: General Manager

Date: December 13, 2016

Attest:

By: _____
Brenda Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Exhibit A

A. Objective

In 2017, the City of Black Diamond will combine the City Recycling Collection Event/s with the City of Maple Valley. The reason for combining events is the substantial reduction in the grant funding from the WA State Department of Ecology. By hosting Recycling Collection Event/s, Black Diamond can reduce the amount of recyclable materials finding its way to the local landfill. In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials. As part of this event, a rain barrel, compost bin, and worm bin sale will be held in conjunction with the spring event. A second sale will be held at the fall event if barrels and bins are available. Black Diamond will expend City grant funds to support Maple Valley Recycling Events and Bin/Barrel sales in the spring and fall.

B. Scope of Work

1. Recycling Collection Events

A. Task Activities

- Number of Recycling Collection Events – Two
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers (User fees apply)
 - Air Conditioners (User fees apply)
 - Ferrous Metals
 - Non-ferrous Metals
 - Hot Water Heaters (User fees apply)
 - Tires (User fees apply)
 - Lead Acid Batteries
 - Alkaline Batteries
 - Porcelain Toilets and Sinks (User fees apply)
 - Propane Tanks (User fees apply)
 - Mattresses/Box Springs (User fees apply)
 - Cardboard
 - Motor Oil
 - Motor Oil Filters
 - Antifreeze
 - Petroleum Based Products
 - Bulky Yard Debris
 - Clean Scrap Wood
 - Electronic and Computer Equipment+
 - Cell Phones
 - Paper Shredding

+TV sets and Computer Monitors will not be collected and residents will be referred to local E-Cycle sites. Household goods and clothing will not be accepted and residents will be referred to a local donation station.

- The following educational materials will be distributed:
 - Information on City Recycling Programs (if available).
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan (if available).
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with Maple Valley and King County. Event promotional flyers will be sent to Black Diamond households.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.
 - By preparing and emailing a Moderate Risk Waste Event Notification to Local Hazardous Waste Management Plan staff.

C) Recycling event evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments

D) Grant reporting and reimbursement requests. Grant reports include emailed grant reports for:

- The King County Solid Waste Division "WRR" Grant
- The King County Health Department "LHWMP" Grant
- The WA State Department of Ecology's "CPG" Grant (submitted through the City of Maple Valley).
- Preparing and emailing a Collection Event/Mobile Collections Report to the King County Health Department and WA State Department of Ecology.

E) Promotion:

OER plans to send out approximately 1,700 promotional flyers to Black Diamond households. County sponsored events are publicized through King County promotional activities (including County websites).

Exhibit B

Recycling Collection Events

- A. Schedule - Spring and Fall, 2017
- B. Location - Rock Creek Elementary School in Maple Valley

**Local Hazardous Waste Management Plan Grant
Reimbursement Report
City of Black Diamond**

1. PROJECT TITLE:

2016 Maple Valley/Black Diamond Spring Recycling Collection Event

2. TIME AND LOCATION:

Event Date: 4/30/2016 - Hours: 9 am to 3 pm
Event Location: Rock Creek Elementary

3. COMMUNITY PARTICIPATION RATE:

All residents in Black Diamond were eligible to participate in the Collection Event. One hundred and thirty-two (132) Black Diamond households attended the event.

4. TYPE AND VOLUME OF MATERIALS COLLECTED:

<u>Type of Material</u>	<u>Total Volume</u>
Antifreeze	25 gallons
Lead Acid Batteries	10
Household Batteries	2976
Used Motor Oil	91 gallons
Mixed Petroleum Products	0 gallons
Used Oil Filters	22
CFC Appliances	3

5. SERVICE PROVIDERS:

<u>Name of Service Provider</u>	<u>Services/Materials Collected</u>
Olympic Environmental Resources	Event Staff/Event Management
All Battery	Lead Acid Batteries
All Battery	Alkaline Batteries
Ingenium	Motor Oil/Filters/Antifreeze
Ingenium	Mixed Petroleum Products
Total Reclaim/Ecolights	CFC Appliances

Note: The carload and material total represents 15% of the actual event total. The other 85% is included in the Maple Valley Local Hazardous Waste Management Plan Grant Reimbursement Report.

**Local Hazardous Waste Management Plan Grant
Reimbursement Report
City of Black Diamond**

6. COSTS:

EVENT COSTS		
Item	Name	Total
City Staff Labor and Benefits	City of Black Diamond	\$300.00
Oil, Filters, and Antifreeze Collection Cost+	Ingenium	\$277.50
Battery Collection Cost+	All Battery	\$154.70
Flyer - Printing and Folding+	Mail Advertising Bureau	\$61.31
Flyer - Sorting+	Mail Advertising Bureau	\$48.58
Flyer - Postage+	USPO	\$176.35
Consultant Services	OER	\$1,988.84
Mileage	OER	\$10.61
Total		\$3,017.89

+ Request equals a portion of total cost as reflected on enclosed invoice.

Note- Project costs were shared with the City of Maple Valley.

7. IMPACT OBJECTIVES:

By hosting a Recycling Collection Event, Black Diamond helped to further reduce the amount of environmentally damaging materials finding their way to the landfills, storm drains, streams, and other isolated sites in our City. Black Diamond collected 1.29 tons of material from the Black Diamond waste stream. The benefits of collecting these materials were diverting them from the waste stream where they could damage the environment and pose health risks to Black Diamond residents. In addition to collecting materials, information on 2016 King County Hazardous Wastemobile visits and computer recycling programs was distributed to Black Diamond residents.

8. REIMBURSEMENT:

The Black Diamond Recycling Collection Event project was designed to provide residents in Black Diamond opportunities to properly and safely dispose of some common household hazardous waste materials. Black Diamond's reimbursement request to the Health Department for sponsoring the Spring Collection Event was \$3017.89. Enclosed as attachments are the copies of invoices for expenditures on this event.

**Local Hazardous Waste Management Plan Grant
Reimbursement Report
City of Black Diamond**

1. PROJECT TITLE:

2016 Maple Valley/Black Diamond Fall Recycling Collection Event

2. TIME AND LOCATION:

Event Date: 10/29/2016 - Hours: 9 am to 3 pm
Event Location: Rock Creek Elementary

3. COMMUNITY PARTICIPATION RATE:

All residents in Black Diamond were eligible to participate in the Collection Event. One hundred and ten (110) Black Diamond households attended the event.

4. TYPE AND VOLUME OF MATERIALS COLLECTED:

<u>Type of Material</u>	<u>Total Volume</u>
Antifreeze	17 gallons
Lead Acid Batteries	7
Household Batteries	1595
Used Motor Oil	91 gallons
Mixed Petroleum Products	0 gallons
Used Oil Filters	13
CFC Appliances	3

5. SERVICE PROVIDERS:

<u>Name of Service Provider</u>	<u>Services/Materials Collected</u>
Olympic Environmental Resources	Event Staff/Event Management
All Battery	Lead Acid Batteries
All Battery	Alkaline Batteries
Ingenium	Motor Oil/Filters/Antifreeze
Ingenium	Mixed Petroleum Products
Total Reclaim/Ecolights	CFC Appliances

Note: The carload and material total represents 15% of the actual event total. The other 85% is included in the Maple Valley Local Hazardous Waste Management Plan Grant Reimbursement Report.

**Local Hazardous Waste Management Plan Grant
Reimbursement Report
City of Black Diamond**

6. COSTS:

EVENT COSTS		
Item	Name	Total
City Staff Labor and Benefits	City of Black Diamond	\$300.00
Oil, Filters, and Antifreeze Collection Cost+	Ingenium	\$277.50
Battery Collection Cost+	All Battery	\$91.17
Flyer - Printing and Folding+	Mail Advertising Bureau	\$56.86
Flyer - Sorting+	Mail Advertising Bureau	\$56.50
Flyer - Postage+	USPO	\$170.93
Consultant Services	OER	\$2,053.86
Mileage	OER	\$11.07
Total		\$3,017.89

+ Request equals a portion of total cost as reflected on enclosed invoice.

Note- Project costs were shared with the City of Maple Valley.

7. IMPACT OBJECTIVES:

By hosting a Recycling Collection Event, Black Diamond helped to further reduce the amount of environmentally damaging materials finding their way to the landfills, storm drains, streams, and other isolated sites in our City. Black Diamond collected 1,14 tons of material from the Black Diamond waste stream. The benefits of collecting these materials were diverting them from the waste stream where they could damage the environment and pose health risks to Black Diamond residents. In addition to collecting materials, information on 2016 King County Hazardous Wastemobile visits and computer recycling programs was distributed to Black Diamond residents.

8. REIMBURSEMENT:

The Black Diamond Recycling Collection Event project was designed to provide residents in Black Diamond opportunities to properly and safely dispose of some common household hazardous waste materials. Black Diamond's reimbursement request to the Health Department for sponsoring the Fall Collection Event was \$3017.89. Enclosed as attachments are the copies of invoices for expenditures on this event.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 2, 2017	AB17-022
Resolution adopting the 2017-2022 Six Year Transportation Improvement Program	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	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): Planning for various budgets		
Fund Source: Various	Public Works – Seth Boettcher	X
Timeline: As per individual project schedules	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 17-xxx; Six Year Transportation Improvement Program; Project Map; In Process and Completed Projects Map		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda. The City is required to update its Six Year Transportation Improvement Program (TIP) annually per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT). Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP annually before July 1 st of each year. FISCAL NOTE (Finance Department): The TIP is a Financial Plan that is required to be updated, approved and filed with the State of Washington annually before July 1 of each year. This is a plan and not a budget and has no current financial impact. The Public Works TIP Projects will be included in the 2017-2022 Capital Improvement Plan that the city is currently preparing. Future financing of Transportation projects are anticipated to be covered by Grants, Real Estate Excise Tax (REET) and other local Funding options		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution approving the 2017-2022 Six Year Transportation Improvement Program.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 2, 2017		

RESOLUTION NO. 17-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE 2017-2022 SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six Year Transportation Improvement Program (TIP) before July 1st of each year and file the updated Transportation Improvement Program with the Washington State Department of Transportation within thirty days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Program as required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a public hearing was held on the proposed updates to the Transportation Improvement Program;

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

Section 1. The City Council does hereby approve the 2017-2022 Six Year Transportation Improvement Program, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF _____, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond 6 Year Transportation Improvement Plan 2017 - 2022

2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Legend

Heading	Capacity Adding Project
*Light Street Maintenance	Safety Project
*Major Street Maintenance	Pedestrian
Street Reconstruction	

*See note at end of document

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2017	General Street Improvement	N/A	N/A	Use for opportunities to leverage private funds, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
1	2017	Roberts Drive Rehabilitation, Ph. 1	100' west of Rock Creek Bridge	City Hall	Leveling, Overlay, Bridge maintenance, sidewalks, pedestrian lighting, widening	0.31	\$ 1,118,130	Grant/ TIB, Developer, Local City Funds
2	2017	224th Safety Improvements at Covington Creek	N/A	N/A	Guard Rail on the shoulder of the road at Covington Creek	N/A	\$ 35,000	Real Estate Excise Tax or Grant
3	2017	232nd Ave. SE Chip Seal	SE 288th St. Covington Creek	End of road SE 307th Place	Chip seal, excluding portion from SE 293rd to back of Pond @ Greenbrier	0.77	\$ 100,000	Grant/ TIB, Local City Funds
3	2017	224th overlay		across Roberts Drive south to A2	Asphalt Overlay	1.40	\$ 160,000	Grant/ TIB, Local City Funds
4	2017	New Arterial "Annexation Rd"	Lk Sawyer Rd		New Street Grid Capacity	0.7	\$ 2,900,000	Developer Funded
5	2017	Lake Sawyer Road Extension	Roberts Drive	Annexation Rd.	New Street Grid Capacity	0.5	\$ 1,800,000	Developer Funded
6	2018	Roberts Drive Rehabilitation, phase 2	City Hall	King County Library	Grind, patch, replace panels, crack sealing, shoulder widening	0.23	\$ 200,000	Pavement Preservation Grant, Local City Funds

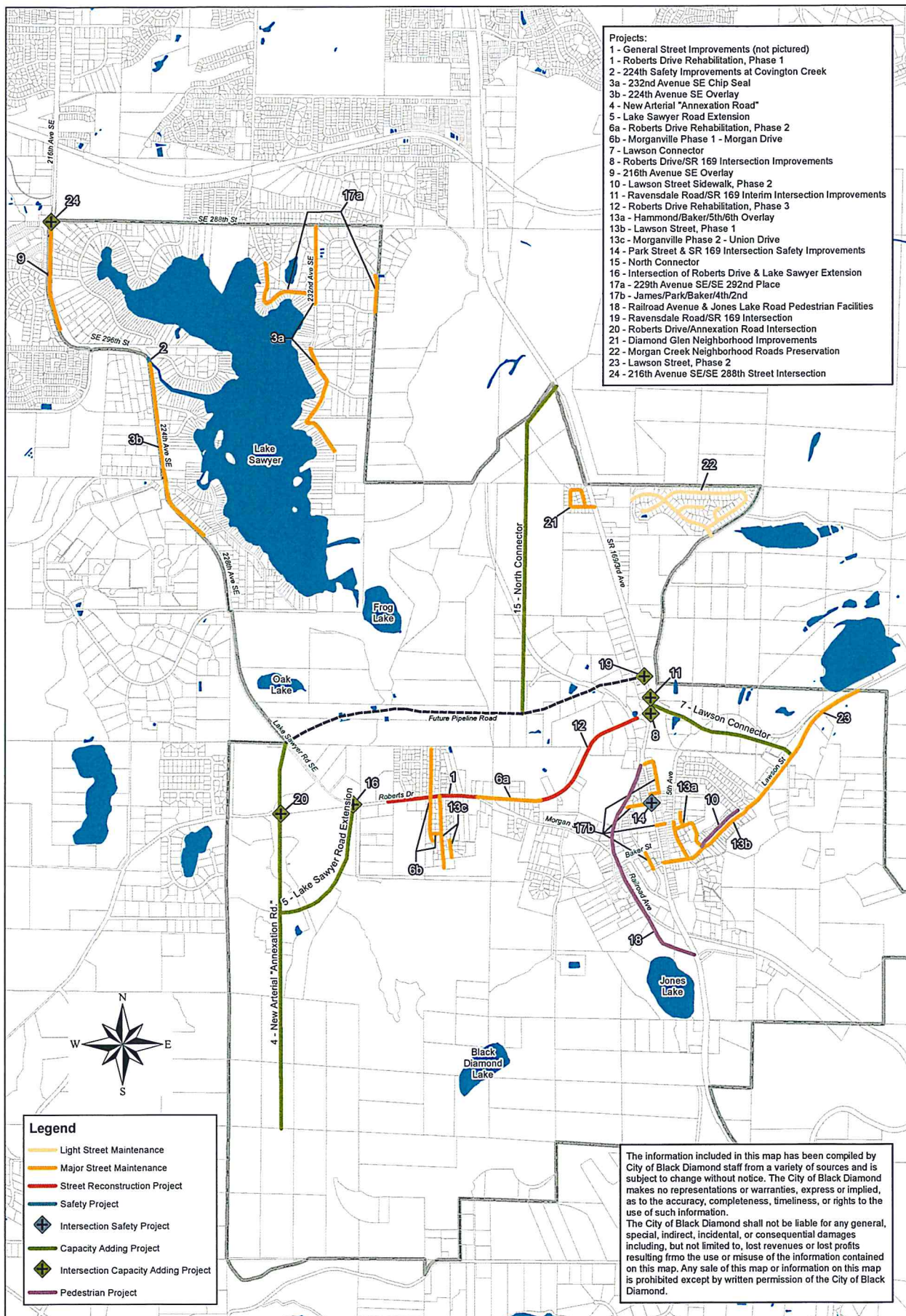
2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
6	2018	Morganville Ph. I - Morgan Drive	Dail Dr.	Buena Vista Dr.	Patching and overlay, including Alpine Dr.	0.40	\$ 110,000	Grant/ TIB, Local City Funds
7	2018	Lawson Connector	SR 169	Lawson Street	New Street Grid Capacity	0.60	\$ 3,200,000	Developer Funded
8	2019	Roberts Drive/SR 169 Intersection Improvements	N/A	N/A	Two lane Roundabout or Signalize Intersection	N/A	\$ 7,777,000	Developer Mitigation and Grant
9	2019	216th Ave. SE Overlay	SE 288th St.	SE 296th St.	Patch and overlay	0.41	\$ 160,000	Grant/ TIB, Local City Funds
10	2019	Lawson Street Sidewalk, Ph. II	6th Ave.	Newcastle Dr.	5-foot sidewalk on the north side of Lawson Street	0.19	\$ 395,000	Grant/Safe Routes to School, Developer Mitigation
11	2019	Ravensdale / 169 interim intersection improvements	N/A	N/A	Signal or ?	N/A	\$ 700,000	Developer funded and possible grant
12	2020	Roberts Drive Rehabilitation, phase 3	King County Library	S.R. 169	Widening and overlay, sidewalk, street lighting, and stormwater improvements	0.56	\$ 1,700,000	TIB Grant, Local City Funds
13	2020	Hammond/Baker/ 5th/6th Overlay	N/A	N/A	Widening and overlay	0.39	\$ 141,000	Grant/ TIB, Local City Funds
13	2020	Lawson Street Ph. I	S.R. 169	HL Botts Dr. SE	Surface grinding, select panel replacement, shoulder widening	0.37	\$ 165,000	Grant/ TIB, Local City Funds
13	2020	Morganville Ph. II - Union Drive	Roberts Dr.	South end of road	Patching and overlay, including Highland Dr.	0.34	\$ 95,000	Grant/ TIB, Local City Funds
14	2020	Park St. & SR 169 Intersection Safety Improvements	N/A	N/A	Site distance improvements	N/A	\$ 30,000	Local City Funds, Developer Funds
15	2020	North Connector	169	South to new commercial and multi family housing	New minor arterial connection to SR 169 with signal	0.25	\$ 1,000,000	Developer Funded

2017-2022 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
16	2020	Intersection Roberts Drive & Lake Sawyer Extension	N/A	N/A	New Roundabout	N/A	\$ 1,000,000	Developer Funded
17	2021	229th Ave. SE/ SE 292nd Pl.	228th Ave. SE	232nd Ave. SE	Chip sealing, crack sealing, including 236th Ave. SE between SE 291st & SE 293rd	0.50	\$ 60,000	Grant/ TIB, Local City Funds
17	2021	James/Park/Baker/ 4th/2nd	N/A	N/A	Patching and overlay, including some widening	0.39	\$ 108,000	Grant/ TIB, Local City Funds
18	2021	Railroad Avenue & Jones Lake Road Pedestrian Facilities	SR 169 & James St.	SR 169 & Jones Lake Road	Sidewalk extensions and roadway widening to add bike lanes	0.88	\$ 440,000	Grant Funds
19	2021	Ravensdale / 169 intersection	N/A	N/A	Intersection realignment & signal or roundabout	N/A	\$ 8,000,000	Developer Funded & grant
20	2021	Intersection Roberts Drive & Annexation Road	N/A	N/A	New roundabout	N/A	\$ 1,000,000	Developer Funded
21	2022	Diamond Glen Neighborhood Improvements	N/A	N/A	Patching, crack sealing, and overlay	0.26	\$ 135,000	Grant/ TIB, Local City Funds
22	2022	Morgan Creek Neighborhood Roads Preservation	N/A	N/A	Seal Coat	1.19	\$ 107,000	Local City Funds
23	2022	Lawson Street Ph. II	HL Botts Dr. SE	City Limits	Chip sealing, crack sealing	0.41	\$ 45,000	Grant/ TIB, Local City Funds
24	2022	Intersection 216th Ave SE & SE 288th Street	N/A	N/A	Signalization or Roundabout	N/A	\$ 1,400,000	Developer funded
TOTAL ALL PROJECTS							\$ 34,261,130	

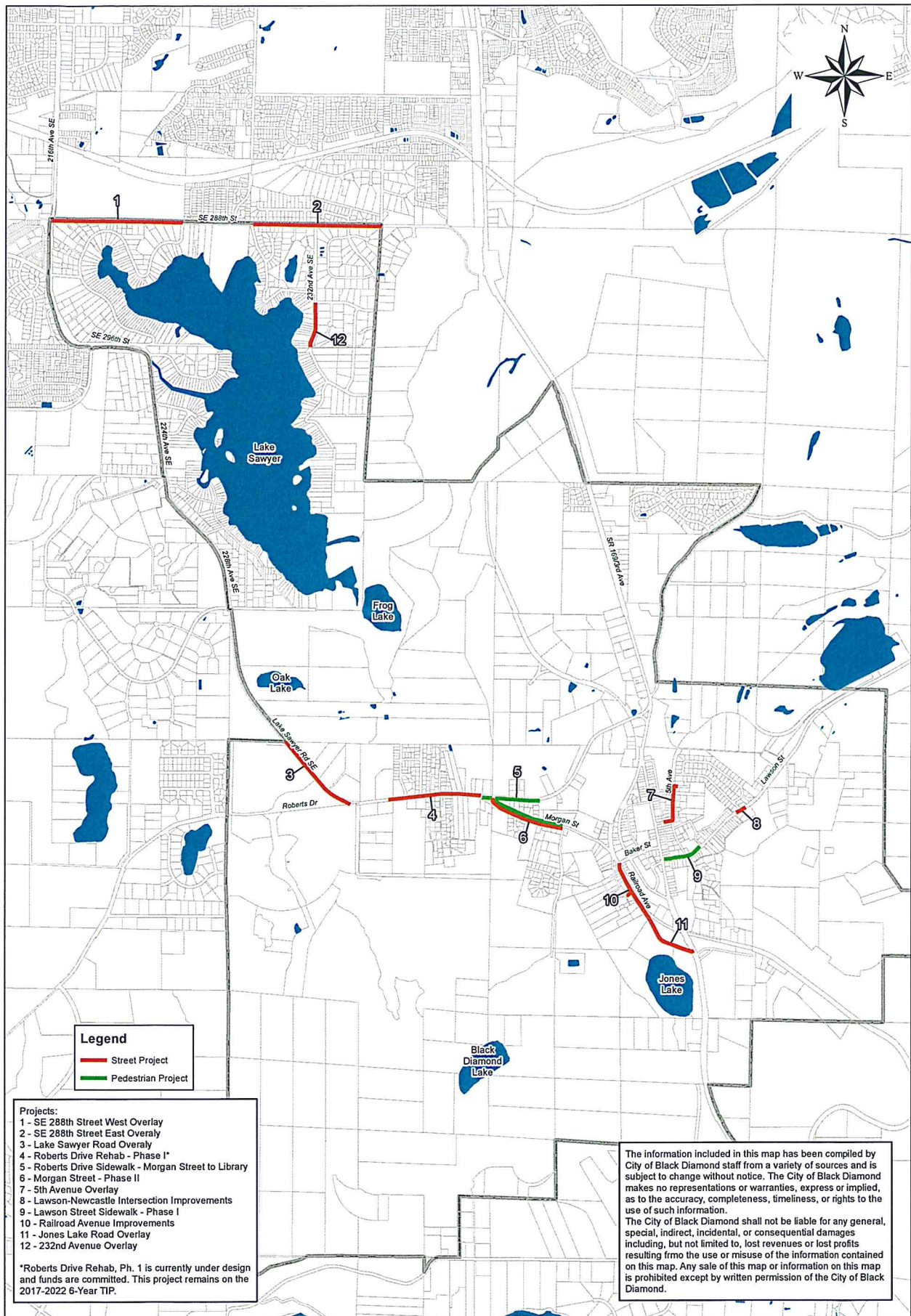
**NOTE: The City has identified the need for maintenance on these streets. There are more projects in these categories than can be funded or completed in six years. Projects in the earlier years have a higher probability of getting funded and completed. Projects in the later years have a lower probability of being funded and completed. If funding does become available and is secured for any project on the list, it will be moved to the top of the list for construction.*



Author: Scott Hanis

Revised: June 10, 2016

2017-2022 Transportation Improvement Program



Author: Scott Hanis

Revised: June 10, 2016

**In Process & Completed Projects
Last 6 Years**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant	Agenda Date: February 2, 2017	
	AB17-023	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	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): \$25,000 revenue	Police – Chief Kiblinger	
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. 17-xxx; Grant Agreement		
SUMMARY STATEMENT: <p>Councilmembers Deady and Edelman have placed this item on the agenda.</p> <p>The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements.</p> <p>This grant will expire March 31, 2017 and is retroactive to July 1, 2015. The grant funds are as follows:</p> <p>Task 1 – Up to \$1500 for Project Administration/Management Task 2 - \$23,500 for implementation and management of the Stormwater Program as required by the City’s stormwater discharge permit from the Department of Ecology.</p> <p>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.</p> <p>FISCAL NOTE (Finance Department): This \$25,000 grant is included in the 2017 Budget.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution 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 2, 2017		

RESOLUTION NO. 17-XXXX

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 WITH REQUIREMENT TO INCLUDE UPDATES FOR LOW IMPACT DEVELOPMENT AS PART OF THE GRANT SPENDING

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; and

WHEREAS, the Phase II NPDES Permit Requirements for the City of Black Diamond require that the city adopt the 2012 Stormwater Management Manual for Western Washington or equivalent; and

WHEREAS, review of existing Black Diamond Municipal Code for potential conflicts with the requirements of the 2012 Stormwater manual is one of the activities identified as an important task by city staff; and

WHEREAS, education about the negative impacts of untreated or unmanaged stormwater as well as the benefits to people and nature of better stormwater management are identified by the City Council as important to the community;

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 grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$25,000, attached hereto as Exhibit A, to meet Phase II NPDES Permit requirements with the following provisions:

- a. Grant fund spending shall include an update of applicable codes to comply with the requirements of the 2012 Stormwater Manual for Western Washington or equivalent; and

b. Grant fund spending shall also include public education and outreach activities including stewardship, with an emphasis on the benefits to people and to streams, lakes, and natural areas of better stormwater management.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS ____ DAY OF ____
_____, 2017.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



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

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

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

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 vector 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

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

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 Defease 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 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.fsr.gov <<http://www.fsr.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.fsr.gov <<http://www.fsr.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 authorizing the Mayor to execute a professional planning services consultant contract with AHBL, Inc.	Agenda Date: February 2, 2017	
	AB17-024	
	Mayor Carol Benson	
	City Administrator	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Eco Dev – Andy Williamson	X
Cost Impact (see also Fiscal Note): \$150,000	Police – Chief Kiblinger	
Fund Source: -2017 Budget	Public Works – Seth Boettcher	
Timeline: 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. 17-XXXX; Contract		
SUMMARY STATEMENT: <p>Councilmembers Deady and Edelman have placed this item on the agenda.</p> <p>The Community Development Department and MDRT has been using the services AHBL, Inc. for part-time contract planners since 2014 to process land use applications and permits as a cost savings measure. The current contract is expiring and there is a continued need for these planning support services in order to meet the City's obligations.</p> <p>This resolution would authorize the Mayor to execute a contract with AHBL, Inc. to continue using part-time contract planners through 2017. The majority of the costs are supported by permit fees and MDRT is reimbursed by the developer.</p> <p>FISCAL NOTE (Finance Department): The majority of the costs are supported by permit fees and MDRT is reimbursed 100% by the developer.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute a professional services contract with AHBL, Inc. for part-time planning services for 2017.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 2, 2017		

RESOLUTION NO. 17-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT SERVICES CONTRACT WITH AHBL, INC. FOR PART-TIME INTERIM PLANNER SERVICES TO BE PROVIDED TO THE COMMUNITY DEVELOPMENT AND MDRT THROUGH THE END OF 2017

WHEREAS, the Community Development Department and MDRT does not have an on-site Planner dedicated to processing land use permit applications and permits; and

WHEREAS, in order to provide a cost savings to the City while meeting the demands to process land use applications and permits the Community Development Department and MDRT are responsible for, the Departments did contract with the consulting firm AHBL, Inc. in 2016 to provide these services; and

WHEREAS, the City's contract with AHBL, Inc. is expiring and there is a need to renew the AHBL, Inc. contract for part-time planning services through 2017 so that the City may continue to meet its permitting responsibilities; and

WHEREAS, a revised contract has been reviewed by City and the Consultant and the City's Finance Department has dedicated sufficient funds to in order to cover these services through the end of December 2017, on an interim, part-time basis; and

WHEREAS, AHBL, Inc. is willing and able to continue performing the needed work;

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 consultant services contract with AHBL, Inc. in an amount not to exceed \$150,000 dollars, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A SPECIAL MEETING THEREOF, THIS 2ND DAY OF FEBRUARY, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
AHBL, INC. FOR TEMPORARY PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

WHEREAS, the City is in need of day-to-day planning services on a temporary basis; and

WHEREAS, the Consultant has agreed to provide such services according to the terms of this Agreement;

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

TERMS

I. Description of Work.

The Consultant shall assign professional planning staff, as identified in Exhibit A, to the City to perform on-call planning services on a temporary basis for the period identified in Section IV, or until the parties execute a new Agreement, or the City hires an employee to perform planning services, whichever is sooner, PROVIDED: this shall not obligate the City to enter into any future Agreement with the Consultant. Such planning services shall include, but not be limited to, review of applications for legislative approvals, project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents and ensuring that project permit applications are timely reviewed and processed according to law.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are 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.

II. Payment

A. City shall pay the Consultant an hourly rate of the Planner and Project Manager as described in the billing rates in Exhibit A. The payment made by the City to the Consultant shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals needed to complete the work.

C. The Consultant shall submit monthly invoices to the City for each Task Order after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) 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.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit A, attached hereto.

III. Relationship of Parties

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

Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties and the City has issued a Notice to Proceed. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met, as described in the Task Orders. This Agreement shall terminate on December 31, 2017 unless extended by a written amendment executed by the duly authorized representatives of the parties.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

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

VII. Indemnification

The Consultant 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, to the extent arising out of the negligent performance of professional services under this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

B. 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 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.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. 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 each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

D. 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 its 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 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

Attn: Wayne Carlson
AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403

CITY:

Attn: Andy Williamson
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

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

XVII. Assignment

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

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

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

Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2017.

CONSULTANT

CITY OF BLACK DIAMOND

By: 
Wayne E. Carlson, Principal

By: _____
Carol Benson, Mayor

Consultant:

AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

EXHIBIT A

This scope of work is for the services of a planner to perform on-site development review assistance for projects submitted to the City's Community Development Office and Master Development Review Team (MDRT) Office. The on-site review services for the Community Development Office shall not exceed sixteen (16) hours per week and the project-specific (Task Order), off-site development review assistance shall not exceed eight (8) hours per week unless approved by the City of Black Diamond's Community Development Director in advance of conducting the work.

- Provide project planner staff two-days per week at Community Development Office;
- Attend pre-application meetings;
- Conduct site visits;
- Conduct the review of development and building permit applications for code compliance;
- Tracking of development and building permit applications to ensure that a final decision issues within the deadlines established by law;
- Review SEPA documentation for purposes of recommending additional studies, SEPA determination, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Communicate and coordinate with applicants, their consultants, and other City department staff;
- Prepare staff reports and recommendations;
- Present reports to the Hearing Examiner, Planning Commission, and City Council; and
- GIS Support.

Wayne Carlson will serve as the principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs.

Staff planners will be assigned to the project subject to approval by the City's Community Development Director and shall be billed according to the rates included in Exhibit B of this agreement.

Wayne Carlson will contact the City on a regular basis throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As principal-in-charge, Wayne will be involved to ensure that AHBL brings the appropriate additional resources to the projects as needed. AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications (actual cost + 10 percent). We are accustomed to tracking our time by each project and will format our invoices in a manner consistent with the City's cost-recovery system. In order to keep costs at a minimum, we will track our time by each project and invoice the City separately for each application on a monthly basis.

EXHIBIT B



SCHEDULE OF CHARGES & COMPENSATION

Principal	215.00/Hour	Planner 5.....	140.00/Hour
Associate Principal	190.00/Hour	Planner 4.....	120.00/Hour
Sr. Project Manager	174.00/Hour	Planner 3.....	100.00/Hour
Project Manager	165.00/Hour	Planner 2.....	85.00/Hour
Sr. Planning Project Manager.....	163.00/Hour	Planner 1.....	75.00/Hour
Planning Project Manager	150.00/Hour	Planning Technician	50.00/Hour
Sr. Landscape Project Manager.....	142.00/Hour	Landscape Designer 3	100.00/Hour
Landscape Project Manager 2.....	122.00/Hour	Landscape Designer 2	90.00/Hour
Landscape Project Manager 1.....	110.00/Hour	Landscape Designer 1	80.00/Hour
Survey Project Manager	160.00/Hour	Landscape Technician	70.00/Hour
Senior Engineer	155.00/Hour	Survey Technician 3.....	110.00/Hour
Project Engineer 4.....	135.00/Hour	Survey Technician 2.....	100.00/Hour
Project Engineer 3.....	120.00/Hour	Survey Technician 1	85.00/Hour
Project Engineer 2.....	105.00/Hour	Survey Crew	190.00/Hour
Project Engineer 1	95.00/Hour	1-Man Survey Crew.....	130.00/Hour
Senior Engineer Technician.....	115.00/Hour	Graphic Designer.....	100.00/Hour
Engineer Technician 3	110.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Engineer Technician 2	100.00/Hour	Administrative Assistant	70.00/Hour
Engineer Technician 1	85.00/Hour	Outside Consultants	Separate Fee Proposal
Project Administrator.....	105.00/Hour	Geotechnical Engineers	Separate Fee Proposal
Project Expeditor.....	75.00/Hour	Environmental Consultants	Separate Fee Proposal

Large Format Black & White Bond.....	0.25/sf
Large Format Color Bond	4.00/sf
Large Format Mylar.....	2.00/sf
Small Format Color Bond 11 X 17	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.