



CITY OF BLACK DIAMOND
August 17, 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: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

CONSENT AGENDA:

All consent agenda items are being sponsored by Councilmembers Edelman and Deady

- 1) Claim Checks** – August 17, 2017 - No. 45193 through No. 45242 and EFTs in the amount of \$160,923.11
- 2) Payroll** – July 31, 2017 – No. 19374 through No. 19390 and ACHs in the amount of \$303,310.52
- 3) Minutes** – Council Meeting of August 3, 2017

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- 4) AB17-047** – Resolution Approving Special Event Permit for Tough Mudder Mr. Williamson
- 5) AB17-048** – Professional Services Contract with DKS Associates Councilor Pepper

NEW BUSINESS:

- 6) AB17-049** – Resolution Regarding King County Youth & Amateur Grant Agreement for Gym Lighting Mr. Boettcher
- 7) AB17-050** – Resolution Regarding Professional Services Contract with Anne Bremner, PC Councilor Pepper

DEPARTMENT REPORTS: None

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: August 17th, 2017 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
EFT	July- EFT Batch Batch for 08/17 Council	07/03/2017-07/31/2017	\$ 12,893.32
45193-45196	August- Early Release 2 nd August Batch	08/01, 08/02 & 08/08/17	\$ 5,339.01
45197-45242	August – 2 nd August Batch for 08/17 Council	08/18/2017	\$ 142,690.78
		TOTAL	\$ 160,923.11

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.

Carol Benson
MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

8-10-2017
DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2017

Deposit Period: 2017 - August, 2017 - July

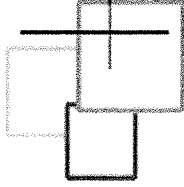
Check Period: 2017 - August - Early Release 2nd August Batch, 2017 - August - 2nd August Batch for 08/17

Council, 2017 - July - July EFT Batch for 08/17 Council

Number	Name	Print Date	Amount
Check			
<u>45193</u>	Jason Pittam	8/3/2017	\$239.01
<u>45194</u>	Oakpointe LLC	8/3/2017	\$5,000.00
<u>45195</u>	LEIRA	8/3/2017	\$50.00
<u>45196</u>	LEIRA	8/3/2017	\$50.00
<u>45197</u>	ADT Security Services (PA)	8/18/2017	\$48.64
<u>45198</u>	AHBL, Inc.	8/18/2017	\$11,400.00
<u>45199</u>	Alliance 2020. Inc	8/18/2017	\$35.00
<u>45200</u>	Alpine Products Inc.	8/18/2017	\$371.69
<u>45201</u>	Black Diamond Auto Parts	8/18/2017	\$11.95
<u>45202</u>	Builders Exchange of WA Inc	8/18/2017	\$78.85
<u>45203</u>	Carol Benson	8/18/2017	\$17.00
<u>45204</u>	CDW Government, Inc	8/18/2017	\$3,979.84
<u>45205</u>	CHS/Cenex	8/18/2017	\$1,723.50
<u>45206</u>	City of Black Diamond	8/18/2017	\$1,441.55
<u>45207</u>	Comcast (34744)	8/18/2017	\$240.64
<u>45208</u>	Comcast (PA)	8/18/2017	\$394.75
<u>45209</u>	Enumclaw School District	8/18/2017	\$1,000.00
<u>45210</u>	Ferguson Waterworks	8/18/2017	\$3,645.05
<u>45211</u>	Fraternal Order of Eagles	8/18/2017	\$60.00
<u>45212</u>	GOS Printing	8/18/2017	\$59.07
<u>45213</u>	Granite Telecommunications	8/18/2017	\$47.28
<u>45214</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	8/18/2017	\$1,200.00
<u>45215</u>	Home Depot Credit Service	8/18/2017	\$114.70
<u>45216</u>	HWA GeoSciences Inc.	8/18/2017	\$350.00
<u>45217</u>	Johnsons Home & Garden	8/18/2017	\$262.40
<u>45218</u>	King County Finance	8/18/2017	\$953.15
<u>45219</u>	King County Finance - Wastewater Treat Div.	8/18/2017	\$49,659.06
<u>45220</u>	King County Prosecuting Attorney	8/18/2017	\$115.85
<u>45221</u>	King County Radio Comm Services	8/18/2017	\$1,609.45
<u>45222</u>	L.N. Curtis & Sons	8/18/2017	\$120.89
<u>45223</u>	Les Schwab Tire Ctr - MV	8/18/2017	\$2,019.70
<u>45224</u>	Modular Space Corp	8/18/2017	\$5,412.63
<u>45225</u>	O'Brien, Barton, & Hopkins, PLLP	8/18/2017	\$2,500.00
<u>45226</u>	Office Products Nationwide	8/18/2017	\$1,161.38
<u>45227</u>	Orkin Commercial Services	8/18/2017	\$119.31
<u>45228</u>	Parametrix, Inc.	8/18/2017	\$1,529.17
<u>45229</u>	Red the Uniform Tailor	8/18/2017	\$267.99
<u>45230</u>	RH2 Engineering Inc.	8/18/2017	\$39,398.89
<u>45231</u>	Secure Pacific Corporation	8/18/2017	\$182.55

<u>45232</u>	Severson's Building Maint	8/18/2017	\$1,550.00
<u>45233</u>	Shawn Robinson	8/18/2017	\$301.99
<u>45234</u>	Shred-It USA	8/18/2017	\$48.64
<u>45235</u>	Tracey Redd	8/18/2017	\$52.39
<u>45236</u>	Utilities Underground	8/18/2017	\$58.52
<u>45237</u>	VenTek International	8/18/2017	\$90.00
<u>45238</u>	Washington State Dept. of Corrections	8/18/2017	\$15.00
<u>45239</u>	Washington State Patrol	8/18/2017	\$84.00
<u>45240</u>	Washington State Treasurer	8/18/2017	\$8,365.31
<u>45241</u>	Water Management Laboratories, Inc.	8/18/2017	\$428.00
<u>45242</u>	Wescom Communications	8/18/2017	\$165.00
<u>EFT Payment</u>	Merchant Card Services	7/3/2017	\$274.68
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	7/7/2017	\$200.00
<u>EFT Payment</u>	First Bankcard	7/10/2017	\$4,428.97
<u>EFT Payment</u>	Invoice Cloud	7/12/2017	\$105.90
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	7/17/2017	\$200.00
<u>EFT Payment</u>	Columbia Bank	7/17/2017	\$993.98
<u>EFT Payment</u>	Washington State Department of Revenue	7/19/2017	\$4,030.23
<u>EFT Payment</u>	US Bank Equipment Finance	7/20/2017	\$1,471.37
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	7/5/2017	\$113.25
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	7/31/2017	\$336.58
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	7/31/2017	\$72.00
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	7/5/2017	\$666.36
		Total	\$160,923.11

Voucher Directory with Transaction Date



Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Columbia Bank	EFT Payment 07/17/2017 2:40:26 PM - 1	7/17/2017	2017 - July - July EFT Batch for 08/17 Council	
	071717 CB			
	Bank Analysis Fees			
	001-000-120-512-50-49-11		Court- Bank Analysis Fees	\$81.81
	001-000-180-518-50-49-05		City- Bank Analysis Fees	\$364.87
	101-000-000-542-90-49-50		Credit Card/Bank Charges	\$91.22
	401-000-000-534-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$182.43
	407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC Fees	\$182.43
	410-000-000-531-10-49-50		Bank Analysis Fees/Merch CC/ Lien Fees	\$91.22
	Total 071717 CB			\$993.98
	Total EFT Payment 07/17/2017 2:40:26 PM - 1			\$993.98
Total Columbia Bank				\$993.98
Dept of Licensing-Firearms Online	EFT Payment 07/31/2017 2:30:57 PM - 1	7/31/2017	2017 - July - July EFT Batch for 08/17 Council	
	073117 DFO			
	July Charges			
	633-000-000-589-90-00-11		DOL- Firearms EFT Payments	\$72.00
	Concealed Pistol License			
	Total 073117 DFO			\$72.00
	Total EFT Payment 07/31/2017 2:30:57 PM - 1			\$72.00
Total Dept of Licensing-Firearms Online				\$72.00
First Bankcard	EFT Payment 07/10/2017 4:47:24 PM - 1	7/10/2017	2017 - July - July EFT Batch for 08/17 Council	
	Bain 7703 071017			
	June MDRT Charges			
	001-000-246-558-70-32-00		Fuel	\$55.73
	Fuel			
	Total Bain 7703 071017			\$55.73

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	EFT Payment 07/10/2017 4:47:24					
	PM - 1					
	Esping 1117 071017		7/10/2017	2017 - July - July EFT Batch for 08/17 Council		
		June PW Charges				
		001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		\$118.64
		101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$4.73
		101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$12.81
		310-000-011-594-18-64-00		General Government Technology		\$44.85
				Tools for IT Court Project		\$181.03
	Total Esping 1117 071017					
	EFT Payment 07/10/2017 4:47:24					
	PM - 1					
	Girias 2336 071017		7/10/2017	2017 - July - July EFT Batch for 08/17 Council		
		June PD Charges				
		001-000-210-521-10-49-00		Miscellaneous		\$16.28
				Patrol Car Phone Charger		\$16.28
	Total Girias 2336 071017					
	EFT Payment 07/10/2017 4:47:24					
	PM - 1					
	Goebel 5135 071017		7/10/2017	2017 - July - July EFT Batch for 08/17 Council		
		June CH Charges				
		001-000-180-518-50-31-00		Office Supplies City Hall		\$39.04
				Slatwall Clips		\$39.04
	Total Goebel 5135 071017					
	EFT Payment 07/10/2017 4:47:24					
	PM - 1					
	Hanis 7970 071017		7/10/2017	2017 - July - July EFT Batch for 08/17 Council		
		June CD Charges				
		320-000-020-595-10-63-00		Roberts Dr Rehab-Eng.		\$12.30
				Lunch-TIB Meeting in Bellingham		\$9.96
		320-000-020-595-10-63-00		Roberts Dr Rehab-Eng.		\$14.49
				Dinner-TIB Meeting in Bellingham		\$6.94
		320-000-020-595-10-63-00		Roberts Dr Rehab-Eng.		\$43.69
				Lunch-TIB Meeting in Bellingham		
		320-000-020-595-10-63-00		Roberts Dr Rehab-Eng.		
				Breakfast-TIB Meeting in Bellingham		
	Total Hanis 7970 071017					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Account Number	Title	Void Amount
	EFT Payment 07/10/2017 4:47:24			2017 - July - July EFT Batch for 08/17 Council			
	PM - 1		7/10/2017				
	Kiblinger 4329 071017						
			June PD Charges				
			001-000-216-521-10-31-01	Costs Assoc w/Police Recognition			\$93.98
			Award				
	Total Kiblinger 4329 071017						\$93.98
	EFT Payment 07/10/2017 4:47:24			2017 - July - July EFT Batch for 08/17 Council			
	PM - 1		7/10/2017				
	Lynch 4138 071017						
			June PD Charges				
			001-000-210-521-10-49-01	Training			\$47.78
			CPR Class-Chatterson				
			001-000-210-521-10-49-01	Training			\$47.78
			CPR Class-Riepl				
			001-000-210-521-10-49-01	Training			\$47.78
			CPR Class-Lynch				
			001-000-216-521-30-31-00	DARE Supplies			\$484.50
			DARE Shirts				
	Total Lynch 4138 071017						\$627.84
	EFT Payment 07/10/2017 4:47:24			2017 - July - July EFT Batch for 08/17 Council			
	PM - 1		7/10/2017				
	Martinez 4360 071017						
			June Clerk Charges				
			001-000-180-518-50-31-00	Office Supplies City Hall			\$26.51
			Cental Supplies				
			001-000-180-518-50-31-00	Office Supplies City Hall			\$18.43
			Cental Supplies				
			001-000-180-518-50-31-00	Office Supplies City Hall			\$30.01
			Cental Supplies				
			001-000-210-521-10-43-00	Lodging, Meals & Mileage			\$41.76
			Airport Parking for Chief Kiblinger				
			001-000-210-521-10-43-00	Lodging, Meals & Mileage			\$75.67
			Airport Parking for Chief Kiblinger(error)				
			001-000-210-521-10-43-00	Lodging, Meals & Mileage			(\$75.67)
			Airport Parking for Chief Kiblinger(error correction)				
	Total Martinez 4360 071017						\$116.71

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
	EFT Payment 07/10/2017 4:47:24 PM - 1	7/10/2017	2017 - July - July EFT Batch for 08/17 Council	
	Martinez 8183 071017			
	June PD Charges			
	001-000-213-521-10-43-00	Fuel-Rental Car	Civil Service Lodging, Meals & Mileage	\$19.42
	001-000-213-521-10-43-00	Airfare for Commander Martinez	Civil Service Lodging, Meals & Mileage	\$577.00
	001-000-213-521-10-43-00	Lunch-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$47.75
	001-000-213-521-10-43-00	Rental Car	Civil Service Lodging, Meals & Mileage	\$144.21
	001-000-213-521-10-43-00	Dinner-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$61.08
	001-000-213-521-10-43-00	Dinner-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$21.93
	001-000-213-521-10-43-00	Lunch-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$32.24
	001-000-213-521-10-43-00	Hotel/Parking-Martinez	Civil Service Lodging, Meals & Mileage	\$259.22
	001-000-213-521-10-43-00	Hotel-Kiblinger	Civil Service Lodging, Meals & Mileage	\$127.65
	001-000-213-521-10-43-00	Breakfast-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$24.20
	001-000-213-521-10-43-00	Hotel-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$162.63
	001-000-213-521-10-43-00	Hotel-Kiblinger	Civil Service Lodging, Meals & Mileage	\$219.22
	001-000-213-521-10-43-00	Breakfast-Kiblinger	Civil Service Lodging, Meals & Mileage	\$6.00
	001-000-213-521-10-43-00	Breakfast-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$2.54
	001-000-213-521-10-43-00	Airfare for Chief Kiblinger	Civil Service Lodging, Meals & Mileage	\$577.00
	001-000-213-521-10-43-00	Virgin Air Luggage Fee	Civil Service Lodging, Meals & Mileage	\$50.00
	001-000-213-521-10-43-00	Economy Rental	Civil Service Lodging, Meals & Mileage	\$30.00
	001-000-213-521-10-43-00	Dinner-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$27.42
	001-000-213-521-10-43-00	Breakfast-Kiblinger/Martinez	Civil Service Lodging, Meals & Mileage	\$18.10

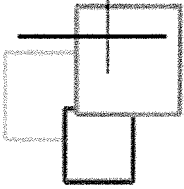
Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
	001-000-213-521-10-43-00		Civil Service Lodging, Meals & Mileage	\$12.10
	Total Martinez 8183 071017			
	EFT Payment 07/10/2017 4:47:24			
	PM - 1			\$2,419.71
	McGraw 9074 071017			
	7/10/2017		2017 - July - July EFT Batch for 08/17 Council	
	June PD Charges			
	001-000-210-521-10-49-01		Training	\$47.78
	001-000-214-521-20-42-03		Police Postage	\$9.49
	001-000-214-521-20-42-03		Police Postage	\$9.49
	001-000-214-521-20-42-03		Police Postage	\$12.75
	Total McGraw 9074 071017			\$79.51
	EFT Payment 07/10/2017 4:47:24			
	PM - 1			
	Metcalf 4013 071017			
	7/10/2017		2017 - July - July EFT Batch for 08/17 Council	
	June Crt Charges			
	001-000-120-512-50-42-00		Telephone/DSL	\$23.48
	001-000-120-512-50-43-01		Lodging, Meals & Mileage	\$217.40
	001-000-120-512-50-43-01		Lodging, Meals & Mileage	\$13.56
	Total Metcalf 4013 071017			\$254.44
	EFT Payment 07/10/2017 4:47:24			
	PM - 1			
	O'Neill 8528 071017			
	7/10/2017		2017 - July - July EFT Batch for 08/17 Council	
	June Fin Charges			
	001-000-140-514-23-43-00		Lodging, Meals & Mileage	\$25.00
	June Meeting S. O'Neill			
	001-000-140-514-23-49-01		Workshops and Training	\$325.00
	WFOA Registration			
	001-000-240-558-51-43-01		Lodging, Meals & Mileage	\$25.00
	June Meeting D. Wright			
	Total O'Neill 8528 071017			\$375.00
	EFT Payment 07/10/2017 4:47:24			
	PM - 1			
	Redd 5176 071017			
	7/10/2017		2017 - July - July EFT Batch for 08/17 Council	
	June MDRT Charges			
	001-000-246-558-70-31-00		Office Supplies	\$21.71
	Memory Card for MDRT Camera			
	Total Redd 5176 071017			\$21.71

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
	EFT Payment 07/10/2017 4:47:24			2017 - July - July EFT Batch for 08/17 Council	
	PM - 1				
	Williamson 8513 071017	7/10/2017			
	June MDRT Charges				
	001-000-246-558-70-49-00			Miscellaneous	\$6.48
	001-000-246-558-70-49-00			Miscellaneous	\$31.63
	001-000-246-558-70-49-00			Miscellaneous	\$15.19
	001-000-246-558-70-49-00			Miscellaneous	\$51.00
	Total Williamson 8513 071017				\$104.30
	Total EFT Payment 07/10/2017 4:47:24 PM - 1				\$4,428.97
	Total First Bankcard				\$4,428.97
	Invoice Cloud				
	EFT Payment 07/12/2017 2:32:46			2017 - July - July EFT Batch for 08/17 Council	
	PM - 1				
	774-2017_6	7/12/2017			
	June Charges				
	401-000-000-534-80-49-50			Bank Analysis Fees/Merch CC/ Lien Fees	\$48.71
	Water				
	407-000-000-535-80-49-50			Bank Analysis Fees/Merch CC Fees	\$48.71
	Sewer				
	410-000-000-531-10-49-50			Bank Analysis Fees/Merch CC/ Lien Fees	\$8.48
	Storm				
	Total 774-2017_6				\$105.90
	Total EFT Payment 07/12/2017 2:32:46 PM - 1				\$105.90
	Total Invoice Cloud				\$105.90
	Merchant Card Services				
	EFT Payment 07/03/2017 1:52:24			2017 - July - July EFT Batch for 08/17 Council	
	PM - 1				
	070317 MCS CH	7/13/2017			
	June Charges				
	001-000-180-518-50-49-03			Bank Merch CC Fees	\$57.83
	City Hall 3633				
	Total 070317 MCS CH				\$57.83
	EFT Payment 07/03/2017 1:52:24			2017 - July - July EFT Batch for 08/17 Council	
	PM - 1				
	070317 MCS LSP	7/13/2017			
	June Charges				
	001-000-270-576-80-49-01			Bank Analysis Fees/Merch CC Fees	\$105.67
	Lake Sawyer Parking 2758				
	Total 070317 MCS LSP				\$105.67

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
	EFT Payment 07/03/2017 1:52:24 PM - 1		7/3/2017	2017 - July - July EFT Batch for 08/17 Council	
	070317 MCS PD				
		June Charges			
		001-000-210-521-10-49-04		Bank Analysis Fees/Merch CC Fees	\$111.18
		Police 4375			
	Total 070317 MCS PD				\$111.18
	Total EFT Payment 07/03/2017 1:52:24 PM - 1				\$274.68
	Total Merchant Card Services				\$274.68
	U.S. Postal Service (Black Diamond)				
	EFT Payment 07/05/2017 1:59:10 PM - 1		7/5/2017	2017 - July - July EFT Batch for 08/17 Council	
	070517 USPS BD				
		June Utility Billing Charges			
		401-000-000-534-80-42-01		Postage	\$306.53
		407-000-000-535-80-42-01		Postage	\$306.53
		410-000-000-531-10-42-01		Postage	\$53.30
	Total 070517 USPS BD				\$666.36
	Total EFT Payment 07/05/2017 1:59:10 PM - 1				\$666.36
	EFT Payment 07/25/2017 2:00:11 PM - 1		7/25/2017	2017 - July - July EFT Batch for 08/17 Council	
	072517 USPS BD				
		MPD Site Plan Amendment Mailing			
		401-000-000-534-80-42-01		Postage	\$52.10
		407-000-000-535-80-42-01		Postage	\$52.10
		410-000-000-531-10-42-01		Postage	\$9.05
		PLN-0046			
	Total 072517 USPS BD				\$113.25
	Total EFT Payment 07/25/2017 2:00:11 PM - 1				\$113.25
	EFT Payment 07/31/2017 2:01:21 PM - 1		7/31/2017	2017 - July - July EFT Batch for 08/17 Council	
	073117 USPS BD				
		July Utility Billing Charges			
		401-000-000-534-80-42-01		Postage	\$154.83
		407-000-000-535-80-42-01		Postage	\$154.83
		410-000-000-531-10-42-01		Postage	\$26.92
	Total 073117 USPS BD				\$336.58
	Total EFT Payment 07/31/2017 2:01:21 PM - 1				\$336.58
	Total U.S. Postal Service (Black Diamond)				\$1,116.19

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Account Number	Title	Void Amount
U.S. Postal Service (CMRS-FP)							
	EFT Payment 07/07/2017 2:02:54 PM - 1		7/7/2017	2017 - July - July EFT Batch for 08/17 Council			
	070717 USPS CRMS				001-000-180-518-50-42-00	Postage	\$200.00
	Total 070717 USPS CRMS						\$200.00
	Total EFT Payment 07/07/2017 2:02:54 PM - 1						\$200.00
	EFT Payment 07/17/2017 2:03:35 PM - 1		7/17/2017	2017 - July - July EFT Batch for 08/17 Council			
	071717 USPS CRMS				001-000-180-518-50-42-00	Postage	\$200.00
	Total 071717 USPS CRMS						\$200.00
	Total EFT Payment 07/17/2017 2:03:35 PM - 1						\$200.00
	Total U.S. Postal Service (CMRS-FP)						\$400.00
US Bank Equipment Finance							
	EFT Payment 07/20/2017 2:29:55 PM - 1		7/20/2017	2017 - July - July EFT Batch for 08/17 Council			
	332212281						
	06/20-07/20 Copier Rental						
	001-000-210-521-10-45-00					Lease Payments - US Bank/Copier	\$193.03
	001-000-248-518-20-45-03					MDRT-Copier Costs	\$193.03
	001-000-254-518-20-45-04					Facilities Copier Maint Lease	\$1,085.31
	Total 332212281						\$1,471.37
	Total EFT Payment 07/20/2017 2:29:55 PM - 1						\$1,471.37
	Total US Bank Equipment Finance						\$1,471.37
Washington State Department of Revenue							
	EFT Payment 07/19/2017 2:28:30 PM - 1		7/19/2017	2017 - July - July EFT Batch for 08/17 Council			
	071917 DOR						
	June Return						
	001-000-280-536-20-54-00					Cemetery Sales Excise Tax	\$5.25
	401-000-000-534-80-44-01					State of WA Utility Excise Tax	\$26.95
	401-000-000-534-80-44-01					State of WA Utility Excise Tax	\$2,646.85
	407-000-000-535-80-44-01					State of WA Excise Tax	\$1,133.92
	410-000-000-531-10-44-01					State of Wa Excise Tax	\$217.26
	Total 071917 DOR						\$4,030.23
	Total EFT Payment 07/19/2017 2:28:30 PM - 1						\$4,030.23
	Total Washington State Department of Revenue						\$4,030.23
Vendor Count 9							Grand Total
							\$12,893.32

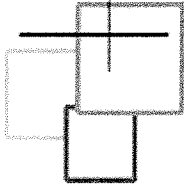
Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Jason Pittam	45193	7498-5	8/1/2017	2017 - August - Early Release 2nd August Batch	
				Employee Reimbursement	
				407-000-000-535-80-31-01	
				Primer for Sewer Flush Tank	
				Swr. Operating Supplies	
	Total 45193	Total 7498-5			\$239.01
Total Jason Pittam					\$239.01
LEIRA	45195	080217 L	8/2/2017	2017 - August - Early Release 2nd August Batch	
				Public Disclosure Training	
				001-000-210-521-10-49-01	
				Police	
				Training	
	Total 45195	Total 080217 L			\$50.00
45196		080817 L	8/8/2017	2017 - August - Early Release 2nd August Batch	
				Public Disclosure Training	
				001-000-210-521-10-49-01	
				Non-Member Training	
	Total 45196	Total 080817 L			\$50.00
Total LEIRA					\$50.00
					\$50.00
					\$100.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Oakpointe LLC					
45194	080217 OP		8/2/2017	2017 - August - Early Release 2nd August Batch	
		PUB17-0020/PLN16-0068			
		001-000-240-345-89-20-02		PW-Review/Inspection Clearing Acct	\$5,000.00
		Refund of Deposit			\$5,000.00
	Total 080217 OP				\$5,000.00
Total 45194					\$5,000.00
Total Oakpointe LLC					\$5,000.00
	Vendor Count	3		Grand Total	\$5,339.01

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
ADT Security Services (PA)					
45197	631752122	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council		
		001-000-248-518-20-49-02	MDRT Bldg Security Costs		\$19.46
		001-000-254-518-20-49-00	Facilities Security		\$29.18
	Total 631752122				\$48.64
	Total 45197				\$48.64
Total ADT Security Services (PA)					
AHBL, Inc.					
45198	102475	4/30/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Res 17-1152			
		001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner		\$1,020.00
		Land Use Planning Services from 3/26/17-4/25/17			\$1,020.00
	Total 102475				
45198	102933	5/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Res 17-1152			
		001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner		\$1,140.00
		Land Use Planning Services from 4/26/17-5/25/17			\$1,140.00
	Total 102933				
45198	103325	6/30/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Res 17-1152			
		001-000-246-558-70-41-00	MDRT Planning Prof. Services		\$2,065.00
		Land Use Planning Services from 5/26/17-6/25/17			\$2,065.00
	Total 103325				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
45198	103326		6/30/2017	2017 - August - 2nd August Batch for 08/17 Council	
		Res 17-1152			
		001-000-240-558-60-41-06		Prof Sys-Gen Gvt Planner	\$7,175.00
				Land Use Planning Services from 5/26/17-6/25/17	\$7,175.00
	Total 103326				\$11,400.00
Total AHBL, Inc.	Total 45198				\$11,400.00
Alliance 2020. Inc					
45199	556138		7/31/2017	2017 - August - 2nd August Batch for 08/17 Council	
		001-000-213-521-10-41-04		Civil Service-Hiring Evaluations	\$35.00
	Total 556138				\$35.00
Total 45199					\$35.00
Total Alliance 2020. Inc					\$35.00
Alpine Products Inc.					
45200	TM-169303		8/4/2017	2017 - August - 2nd August Batch for 08/17 Council	
		320-000-002-595-64-63-05		Street Striping	\$371.69
	Total TM-169303				\$371.69
Total 45200					\$371.69
Total Alpine Products Inc.					\$371.69
Black Diamond Auto Parts					
45201	422026		7/6/2017	2017 - August - 2nd August Batch for 08/17 Council	
		Utilities			
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	\$11.95
	Total 422026				\$11.95
Total 45201					\$11.95
Total Black Diamond Auto Parts					\$11.95

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Builders Exchange of WA Inc					
45202	1055293		7/13/2017	2017 - August - 2nd August Batch for 08/17 Council	
		Publish Projects Online		Roberts Dr Rehab-Eng.	\$78.85
		320-000-020-595-10-63-00			\$78.85
	Total 1055293				\$78.85
Total 45202					\$78.85
Total Builders Exchange of WA Inc					
Carol Benson					
45203	062017 CB		6/20/2017	2017 - August - 2nd August Batch for 08/17 Council	
		AWC Annual Conference Reimbursement		Lodging, Meals & Mileage	\$17.00
		001-000-130-513-10-43-00			\$17.00
		Lunch			\$17.00
	Total 062017 CB				\$17.00
Total 45203					\$17.00
Total Carol Benson					
CDW Government, Inc					
45204	JKP0177		7/6/2017	2017 - August - 2nd August Batch for 08/17 Council	
		PD: Laptop Mounts		Police Records System	\$211.42
		310-000-011-594-21-64-00			\$211.42
	Total JKP0177				
45204	JMB3936		7/13/2017	2017 - August - 2nd August Batch for 08/17 Council	
		PD: Power for Mounts		Police Records System	\$678.75
		310-000-011-594-21-64-00			\$678.75
	Total JMB3936				
45204	JMK0295		7/17/2017	2017 - August - 2nd August Batch for 08/17 Council	
		PD: Laptop Mounts		Police Records System	\$781.92
		310-000-011-594-21-64-00			\$781.92
	Total JMK0295				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount

45204	JMP7632	7/17/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Replacement Computer				
	310-000-011-594-18-64-00		General Government Technology		\$2,172.00
	Total JMP7632				\$2,172.00
45204	JPJ1707	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Replacement Keyboard				
	310-000-011-594-18-64-00		General Government Technology		\$135.75
	Total JPJ1707				\$135.75
Total 45204					\$3,979.84
Total CDW Government, Inc					\$3,979.84
CHS/Cenex					
45205	073117 CHS CH	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
	City Fuel				
	001-000-181-518-30-32-00		Fuel		\$352.18
	001-000-215-521-10-32-00		Marine Fuel VRF		\$206.37
	001-000-246-558-70-32-00		Fuel		\$109.22
	001-000-246-558-70-32-00		Fuel		\$15.00
	001-000-270-576-80-32-00		Fuel		\$41.63
	001-000-280-536-20-32-00		Fuel		\$20.81
	101-000-000-543-50-32-00		Fuel		\$228.95
	401-000-000-534-80-32-00		Fuel		\$249.78
	407-000-000-535-80-32-00		Fuel		\$249.78
	410-000-000-531-10-32-00		Fuel		\$249.78
	Total 073117 CHS CH				\$1,723.50
Total 45205					\$1,723.50
Total CHS/Cenex					\$1,723.50
City of Black Diamond					
45206	072717 COBD	7/27/2017	2017 - August - 2nd August Batch for 08/17 Council		
	July Utility Billing				
	001-000-212-521-50-47-01		Water		\$116.73
	2470.0 Police Water				
	001-000-212-521-50-47-02		Sewer		\$64.73
	2470.0 Police Sewer				

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Account Number	Title	Void Amount
	001-000-212-521-50-47-03	2470.0 Police Storm			Stormwater	\$80.00
	001-000-248-518-20-47-01	2498.0 City Hall-MDRT (40%)	MDRT BD Wtr, Swr, Storm			\$51.29
	001-000-254-518-20-47-00	2498.0 City Hall (60%)	Facilities-Utilities			\$76.94
	001-000-270-575-30-47-01	1399.5 Museum-Storm	Museum Water/Sewer/Storm			\$32.00
	001-000-270-575-30-47-01	2070.0 Museum-Water/Sewer	Museum Water/Sewer/Storm			\$134.77
	001-000-270-575-51-47-01	1399.1 Gym-Stormwater	Gym-Stormwater			\$32.00
	001-000-270-575-51-47-02	1399.0 Gym-Sewer	Gym-Sewer			\$64.73
	001-000-270-575-51-47-03	1399.0 Gym-Water	Gym-Water			\$43.59
	001-000-270-576-80-47-01	1045.0 PW Shops-Water	Water			\$3.34
	001-000-270-576-80-47-01	2306.0 Coal Car-Water	Water			\$35.63
	001-000-270-576-80-47-01	1582.0 Eagle Creek-Water	Water			\$35.63
	001-000-270-576-80-47-02	1045.0 PW Shops-Sewer	Sewer			\$5.19
	001-000-270-576-80-47-03	1399.2 Boat Launch-Storm	Stormwater			\$96.00
	001-000-270-576-80-47-03	1045.0 PW Shops-Storm	Stormwater			\$11.52
	001-000-280-536-20-47-01	1457.0 Cemetery-Water	Water			\$37.70
	001-000-280-536-20-47-01	1045.0 PW Shops-Water	Water			\$0.84
	001-000-280-536-20-47-02	1045.0 PW Shops-Sewer	Sewer			\$1.29
	001-000-280-536-20-47-03	1045.0 PW Shops-Storm	Stormwater			\$2.88
	001-000-530-522-10-47-01	2200.0 Fire Dept-Water	Water			\$38.25
	001-000-530-522-10-47-02	2200.0 Fire Dept-Sewer	Sewer			\$64.73
	001-000-530-522-10-47-03	1399.4 Fire Dept.-Storm	Stormwater			\$40.00

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number	Title		
	101-000-000-543-31-47-01	Water		\$6.30
	1045.0 PW Shops-Water			
	101-000-000-543-31-47-01	Water		\$50.12
	2983.0 Railroad Ave Irrig.			
	101-000-000-543-31-47-02	Sewer		\$9.71
	1045.0 PW Shops-Sewer			
	101-000-000-543-31-47-03	Stormwater		\$21.60
	1045.0 PW Shops-Storm			
	401-000-000-534-80-47-01	Water		\$10.50
	1045.0 PW Shops-Water			
	401-000-000-534-80-47-02	Sewer		\$16.18
	1045.0 PW Shops-Sewer			
	401-000-000-534-80-47-03	Stormwater		\$36.00
	1045.0 PW Shops-Storm			
	407-000-000-535-80-47-01	Water		\$10.50
	1045.0 PW Shops-Water			
	407-000-000-535-80-47-02	Sewer		\$16.18
	1045.0 PW Shops-Sewer			
	407-000-000-535-80-47-03	Stormwater		\$36.00
	1045.0 PW Shops-Storm			
	407-000-000-535-80-47-03	Stormwater		\$96.00
	1399.3 Sewer Lagoon-Storm			
	410-000-000-531-10-47-01	Water		\$10.50
	1045.0 PW Shops-Water			
	410-000-000-531-10-47-02	Sewer		\$16.18
	1045.0 PW Shops-Sewer			
	410-000-000-531-10-47-03	Stormwater		\$36.00
	1045.0 PW Shops-Storm			
	Total 072717 COBD			
	Total 45206			\$1,441.55
	Total City of Black Diamond			\$1,441.55
	Comcast (34744)			\$1,441.55
	45207	7/26/2017	2017 - August - 2nd August Batch for 08/17 Council	
	0125628 072617	Services from 8/5/17-9/4/17		
		001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$96.26
		MDRT Internet Act 8498 34 014 0125628		
		001-000-254-518-20-42-00	Facilities-Communication	\$144.38

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount

City Hall Internet Act 8498 34 014 0125628

Total 0125628 072617
 Total 45207
 Total Comcast (34744)
 Comcast (PA)

45208
 55501739
 8/1/2017
 2017 - August - 2nd August Batch for 08/17 Council

July Charges
 001-000-248-518-20-42-00
 001-000-254-518-20-42-00
 101-000-000-542-90-42-01
 401-000-000-534-80-42-00
 407-000-000-535-80-42-00
 410-000-000-531-10-42-00
 Total 55501739
 Total 45208
 Total Comcast (PA)
 Enumclaw School District

45209
 080317 ESD
 8/3/2017
 2017 - August - 2nd August Batch for 08/17 Council
 Permit BLD16-0015
 001-000-240-345-89-99-10
 Refund
 Demo-Deposit

Total 080317 ESD
 Total 45209
 Total Enumclaw School District
 Ferguson Waterworks

45210
 0561291
 7/24/2017
 2017 - August - 2nd August Batch for 08/17 Council
 401-000-000-534-80-31-04
 Water Meters
 Total 0561291
 Total 45210
 Total Ferguson Waterworks

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

Fraternal Order of Eagles

45211	080117 FOE	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Business License Refund				
	001-000-000-321-99-00-10		Business License		\$60.00
	Non Profit Exemption Status				\$60.00
	Total 080117 FOE				\$60.00
Total 45211					
Total Fraternal Order of Eagles					

GOS Printing

45212	88209	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council		
	001-000-210-521-10-49-03		Printing		\$59.07
	Total 88209				\$59.07
Total 45212					\$59.07
Total GOS Printing					\$59.07

Granite Telecommunications

45213	396728637	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council		
	001-000-248-518-20-42-00		MDRT Telephone, Fax, Internet costs		\$11.82
	001-000-254-518-20-42-00		Facilities-Communication		\$35.46
	Total 396728637				\$47.28
Total 45213					\$47.28
Total Granite Telecommunications					\$47.28

Greater Maple Valley-Black Diamond Chamber of Commerce

45214	9872	3/10/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Advertising-Map				
	001-000-180-558-70-44-00		Advertising-Ec Dev		\$250.00
	First Time Receiving				\$250.00
	Total 9872				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
45214	9925	3/10/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Directory Full Page			
		001-000-180-558-70-44-00	Advertising-Ec Dev		\$950.00
		First Time Receiving			
Total 9925					\$950.00
Total 45214					\$1,200.00
Total Greater Maple Valley-Black Diamond Chamber of Commerce					\$1,200.00
Home Depot Credit Service					
45215	4571796	7/18/2017	2017 - August - 2nd August Batch for 08/17 Council		
		CD Bldg Maint			
		001-000-180-518-50-48-02	CH/CD/PW Bldg Maintenance & Repair		\$28.28
Total 4571796					\$28.28
45215	8013738	7/24/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Marine Dock Repair			
		001-000-215-521-10-48-00	Repairs and Maintenance VRF		\$86.42
Total 8013738					\$86.42
Total 45215					\$114.70
Total Home Depot Credit Service					\$114.70
HWA GeoSciences Inc.					
45216	27519	6/27/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Con 182			
		001-000-257-558-70-41-05	MDRT Geotech-		\$350.00
		Professional Services through 6/25/17			
Total 27519					\$350.00
Total 45216					\$350.00
Total HWA GeoSciences Inc.					\$350.00
Johnsons Home & Garden					
45217	417935	7/20/2017	2017 - August - 2nd August Batch for 08/17 Council		
		001-000-270-576-80-31-10	Community Event Supplies		\$19.28
Total 417935					\$19.28

Vendor	Transaction Number		Invoice Date	Fiscal Description		Void Amount
	Transaction Reference	Account Number		Name	Title	
45217	418058	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418058	401-000-000-534-80-31-01		Wtr. Operating Supplies		\$94.37 \$94.37
45217	418061	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418061	001-000-270-576-80-31-10		Community Event Supplies		\$36.35 \$36.35
45217	418074	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418074	401-000-000-534-80-31-01		Wtr. Operating Supplies		\$17.48 \$17.48
45217	418235	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418235	001-000-270-576-80-31-03		Operating Supplies		\$45.66 \$45.66
45217	418346	8/3/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418346	401-000-000-534-80-31-01		Wtr. Operating Supplies		\$25.41 \$25.41
45217	418359	8/3/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 418359	Pavement Marking/Patching 320-000-031-542-30-41-00		Potholes Repair-TIB Grant		\$23.85 \$23.85 \$262.40 \$262.40
Total Johnsons Home & Garden						
King County Finance						
45218	2091176	7/28/2017	2017 - August - 2nd August Batch for 08/17 Council			
	Total 2091176	Regional Animal Services 001-000-182-554-30-41-00		Animal Control Prof Svcs		\$764.00 \$764.00

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
	45218	6/30/2017	2017 - August - 2nd August Batch for 08/17 Council	
	85461-85461	DOT Road Services Division 101-000-000-542-64-48-01		
	Total 85461-85461		Traffic Signal Maintenance	\$189.15
Total King County Finance	Total 45218			\$189.15
				\$953.15
King County Finance - Wastewater Treat Div.				\$953.15
	45219	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council	
	30018652	August Services 407-000-000-535-80-41-04		
	Total 30018652		Metro Sewer Charges	\$49,659.06
Total King County Finance - Wastewater Treat Div.	Total 45219			\$49,659.06
King County Prosecuting Attorney				\$49,659.06
	45220	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council	
	073117 KCPA	July Remittance 633-000-000-589-90-00-05 Crime Victims		
	Total 073117 KCPA		Due to Agency-Treasurers Trust Court	\$115.85
Total King County Prosecuting Attorney	Total 45220			\$115.85
King County Radio Comm Services				\$115.85
	45221	7/27/2017	2017 - August - 2nd August Batch for 08/17 Council	
	12445	July Services 001-000-214-521-20-41-03		
	Total 12445		K/C 800 Mhz Radio Costs	\$1,609.45
Total King County Radio Comm Services	Total 45221			\$1,609.45
				\$1,609.45

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
L.N. Curtis & Sons	45222	INV115452	7/21/2017	2017 - August - 2nd August Batch for 08/17 Council		
			001-000-210-521-10-31-04	Uniforms		\$120.89
		Total INV115452				\$120.89
	Total 45222					\$120.89
	Total L.N. Curtis & Sons					\$120.89
	Les Schwab Tire Ctr - MV					
	45223	39800261081	7/3/2017	2017 - August - 2nd August Batch for 08/17 Council		
			101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$2,032.37
		Total 39800261081				\$2,032.37
	45223	39800261114	7/3/2017	2017 - August - 2nd August Batch for 08/17 Council		
Total Les Schwab Tire Ctr - MV Modular Space Corp			101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		(\$95.32)
		Total 39800261114				(\$95.32)
	45223	39800266036	8/2/2017	2017 - August - 2nd August Batch for 08/17 Council		
			101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$82.65
		Total 39800266036				\$82.65
	Total 45223					\$2,019.70
	Total Les Schwab Tire Ctr - MV					\$2,019.70
	Modular Space Corp					
	45224	502107113	7/27/2017	2017 - August - 2nd August Batch for 08/17 Council		
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace		\$1,958.06
Total Modular Space Corp		Total 502107113				\$1,958.06
	45224	502107121	7/27/2017	2017 - August - 2nd August Batch for 08/17 Council		
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace		\$3,454.57
		Total 502107121				\$3,454.57
	Total 45224					\$5,412.63
	Total Modular Space Corp					\$5,412.63

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
O'Brien, Barton, & Hopkins, PLLP				
45225	55586	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council	
		July Services		
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00
	Total 55586			\$2,500.00
	Total 45225			\$2,500.00
Total O'Brien, Barton, & Hopkins, PLLP				\$2,500.00
Office Products Nationwide				
45226	920582-0	7/21/2017	2017 - August - 2nd August Batch for 08/17 Council	
		CRT		
		001-000-120-512-50-49-02	Printing and Binding	\$39.64
	Total 920582-0			\$39.64
45226	920857-0	7/24/2017	2017 - August - 2nd August Batch for 08/17 Council	
		CD/PW		
		001-000-240-558-51-31-00	Office & Operating Supplies	\$159.37
	Total 920857-0			\$159.37
45226	920926-0	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council	
		CH		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$25.96
	Total 920926-0			\$25.96
45226	921408-0	7/27/2017	2017 - August - 2nd August Batch for 08/17 Council	
		PD		
		001-000-210-521-10-31-00	Operating Supplies	\$474.56
	Total 921408-0			\$474.56
45226	921408-0 C	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council	
		PD		
		001-000-210-521-10-31-00	Operating Supplies	(\$48.86)
	Total 921408-0 C			(\$48.86)

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45226	922242-0	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		PD			
		001-000-210-521-10-31-00	Operating Supplies		\$52.12
	Total 922242-0				\$52.12
45226	923020-0	8/4/2017	2017 - August - 2nd August Batch for 08/17 Council		
		MDRT			
		001-000-246-558-70-31-00	Office Supplies		\$285.85
	Total 923020-0				\$285.85
45226	923308-0	8/8/2017	2017 - August - 2nd August Batch for 08/17 Council		
		BLDG Maint			
		001-000-254-518-20-31-00	Facilities Operating Supplies		\$117.58
		001-000-270-575-51-31-00	Gym -Operating Supplies		\$55.16
	Total 923308-0				\$172.74
	Total 45226				\$1,161.38
Total Office Products Nationwide					\$1,161.38
Orkin Commercial Services					
45227	160174783	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council		
		August Services			
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs		\$31.02
		001-000-254-518-20-49-01	Facilities Building Custodial		\$88.29
	Total 160174783				\$119.31
Total Orkin Commercial Services					\$119.31
Parametrix, Inc.					\$119.31
45228	01-79212	7/18/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Con 176			
		001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$1,044.17
		Professional Services from 5/28/17-7/1/17			
	Total 01-79212				\$1,044.17

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45228	01-79213	7/19/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Con 176	001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$485.00
		Professional Services from 5/28/17-7/14/17			\$485.00
Total 45228	Total 01-79213				\$1,529.17
Total Parametrix, Inc.					\$1,529.17
Red the Uniform Tailor					
45229	000V2362	7/19/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Police	001-000-210-521-10-31-04	Uniforms		\$267.99
Total 45229	Total 000V2362				\$267.99
Total Red the Uniform Tailor					\$267.99
RH2 Engineering Inc.					\$267.99
45230	68097	7/11/2017	2017 - August - 2nd August Batch for 08/17 Council		
	Con 181	001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering		\$14,983.96
		MDRT Eng Services through 6/25/17			\$14,983.96
Total 45230	Total 68097	7/11/2017	2017 - August - 2nd August Batch for 08/17 Council		
	68098	7/11/2017	MDRT Civil Engineering-RH2 Engineering		\$14,929.58
		MDRT Eng Services through 6/25/17			\$14,929.58
Total 45230	Total 68098	7/11/2017	2017 - August - 2nd August Batch for 08/17 Council		
	68099	7/11/2017	MDRT Civil Engineering-RH2 Engineering		\$9,485.35
	Con 188	001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering		\$9,485.35

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name	
				Title	

MDRT Eng Services through 6/25/17

Total 68099
 Total 45230
 Total RH2 Engineering Inc.
 Secure Pacific Corporation

45231	134818	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council		
		8/1-10/31 Services			
		001-000-120-512-50-49-05	Court Security	Security	\$60.85
		001-000-212-521-50-49-05	Police Security	Security	\$121.70

Total 134818
 Total 45231
 Total Secure Pacific Corporation

Severson's Building Maint

45232	715566	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			
		001-000-248-518-20-49-01	MDRT Janitorial Services	MDRT Bldg Custodial Costs	\$360.00
		001-000-254-518-20-49-01	City Hall/Com Dev Janitorial Services	Facilities Building Custodial	\$540.00

Total 715566

45232	715567	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			
		001-000-212-521-50-41-03	Police/Court Janitorial Services	Police Custodial Cost	\$500.00

Total 715567

\$500.00

\$500.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
45232	715568	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance		\$150.00
		Gym Janitorial Services			\$150.00
		Total 715568			\$1,550.00
Total 45232					\$1,550.00
Total Severson's Building Maint					
Shawn Robinson					
45233	080317	8/3/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Water Refund			
		401-000-000-343-40-00-01	Water Charges		\$301.99
		New Owner Effective 7/14/17			\$301.99
		Total 080317			\$301.99
Total 45233					\$301.99
Total Shawn Robinson					\$301.99
Shred-It USA					
45234	8122784421	7/22/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			
		001-000-120-512-50-49-04	Shredding Services		\$16.21
		001-000-180-518-50-49-04	Shredding Services		\$16.21
		001-000-210-521-10-49-05	Shredding Services		\$16.22
		Total 8122784421			\$48.64
Total 45234					\$48.64
Total Shred-It USA					\$48.64
Tracey Redd					
45235	060817 TR	6/8/2017	2017 - August - 2nd August Batch for 08/17 Council		
		Employee Reimbursement			
		001-000-246-558-70-49-00	Miscellaneous		\$52.39
		Total 060817 TR			\$52.39
Total 45235					\$52.39
Total Tracey Redd					\$52.39

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount

Utilities Underground					
45236	7070105	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		401-000-000-534-80-41-08	Locating Service		\$58.52
Total 45236	Total 7070105				\$58.52
Total Utilities Underground					\$58.52
VenTek International					
45237	107104	8/1/2017	2017 - August - 2nd August Batch for 08/17 Council		
		001-000-270-576-80-41-02	Venue Pay Station		\$90.00
Total 45237	Total 107104				\$90.00
Total VenTek International					\$90.00
Washington State Dept. of Corrections					
45238	0717.1-18-KCWC-HQ	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			\$15.00
		001-000-211-523-60-49-04	Work Crew Costs-State Exp		\$15.00
Total 45238	Total 0717.1-18-KCWC-HQ				\$15.00
Total Washington State Dept. of Corrections					\$15.00
Washington State Patrol					
45239	118000617	8/2/2017	2017 - August - 2nd August Batch for 08/17 Council		
		July Services			\$84.00
		633-000-000-589-90-00-06	Due to WSP-FBI Fingerprinting-Background		\$84.00
Total 45239	Total 118000617				\$84.00
Total Washington State Patrol					\$84.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	

Washington State Treasurer

45240	073117 WST	7/31/2017	2017 - August - 2nd August Batch for 08/17 Council		
	July Remittance				
	633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court		\$8,365.31
Total 45240	Total 073117 WST				\$8,365.31
Total Washington State Treasurer					\$8,365.31

Water Management Laboratories, Inc.

45241	159976	7/17/2017	2017 - August - 2nd August Batch for 08/17 Council		
	401-000-000-534-80-41-02		Water Testing and Sampling		\$47.00
Total 159976					\$47.00

45241	160497	8/4/2017	2017 - August - 2nd August Batch for 08/17 Council		
	401-000-000-534-80-41-02		Water Testing and Sampling		\$381.00
Total 160497					\$381.00
Total 45241					\$428.00
Total Water Management Laboratories, Inc.					\$428.00

Wescom Communications

45242	22747	7/25/2017	2017 - August - 2nd August Batch for 08/17 Council		
	001-000-210-521-10-48-04		Repairs & Maint - Copier		\$165.00
Total 22747					\$165.00
Total 45242					\$165.00
Total Wescom Communications					\$165.00

Vendor Count 46 Grand Total \$142,690.78

City of Black Diamond

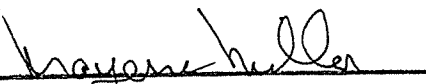
July 2017

Payroll Register

Number	Name	Fiscal Description	Amount
<u>19374</u>	Paper Paycheck	2017 - July - Month End	\$692.00
<u>19375</u>	Paper Paycheck	2017 - July - Month End	\$1,500.00
<u>19376</u>	Paper Paycheck	2017 - July - Month End	\$3,640.00
<u>19377</u>	Paper Paycheck	2017 - July - Month End	\$5,152.11
<u>19378</u>	Paper Paycheck	2017 - July - Month End	\$956.09
<u>19379</u>	Paper Paycheck	2017 - July - Month End	\$5,226.00
<u>19380</u>	Paper Paycheck	2017 - July - Month End	\$3,764.45
<u>19381</u>	Paper Paycheck	2017 - July - Month End	\$159.27
<u>19382</u>	Paper Paycheck	2017 - July - Month End	\$5,572.90
<u>19383</u>	Joseph Kaufman Leoff 1	2017 - July - Month End	\$115.40
<u>19384</u>	AWC Sup Life	2017 - July - Month End	\$21.40
<u>19385</u>	BD Police Officers Association	2017 - July - Month End	\$600.00
<u>19386</u>	City of Black Diamond Flex	2017 - July - Month End	\$117.00
<u>19387</u>	Dept of Labor and Industries	2017 - July - Month End	\$2,657.16
<u>19388</u>	Employment Security Dept	2017 - July - Month End	\$447.48
<u>19389</u>	Teamsters Local 117	2017 - July - Month End	\$1,432.29
<u>19390</u>	Trusted Plans Service CP LTD	2017 - July - Month End	\$761.60
<u>ACH July 2017 Retire</u>	Dept of Retirement Systems	2017 - July - Month End	\$34,827.42
<u>ACH July2017 Aflac</u>	Aflac	2017 - July - Month End	\$128.44
<u>ACH July2017 Def Comp</u>	Washington State Treasurer	2017 - July - Month End	\$3,250.00
<u>ACH July2017 INS</u>	AWC Employee Benefit Trust	2017 - July - Month End	\$42,213.38
<u>ACH July2017 Taxes</u>	City of Black Diamond Taxes	2017 - July - Month End	\$62,149.99
<u>Crozier Payout</u>	Crozier, Trudy (ach)	2017 - July - Month End	\$380.10
<u>July 2017 Draw</u>	Payroll Vendor (ach)	2017 - July - Month End	\$32,130.00
<u>July 2017 Payroll</u>	Payroll Vendor (ach)	2017 - July - Month End	\$88,262.93
<u>Martinez July Pay</u>	Martinez, Brian A (ach)	2017 - July - Month End	\$800.27
<u>Martinez Pay out</u>	Martinez, Brian A (ach)	2017 - July - Month End	\$6,352.84
Total			\$303,310.52

I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.

Finance
Director



Date 8-9-2017

BLACK DIAMOND CITY COUNCIL MINUTES

August 3, 2017

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

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

ABSENT: Councilmember Deady (excused).

Staff present: Andrew Williamson, MDRT/Interim Community Development Director; Larry Colagiovanni, Police Commander; May Miller, Finance Director; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

Councilmember Edelman read from an email that was sent from Attorney Linehan regarding Council agenda preparation and distribution provisions.

Mayor Benson announced that Commander Colagiovanni is here tonight for Chief Kiblinger and welcomed him.

Councilmember Pepper **moved** to adopt the Council approved agenda per Council Rules of Procedure; **second** Councilmember Morgan.

Councilmember Pepper spoke to her motion and discussed the changes to the agenda.

Councilmember Pepper asked Attorney Glenn to address Attorney Linehan's email.

There was Council discussion regarding Council's contracting authority.

Point of order was raised by Councilmember Pepper.

Councilmember Morgan challenged the decision of the chair to not allow Attorney Glenn to take the podium and speak.

Councilmember Pepper asked for courtesy.

Vote: Motion **passed** 3-1 (Edelman) to adopt the approved agenda per Council Rules of Procedure.

Councilmember Pepper commented there is still another item on the floor as Councilmember Morgan appealed the decision of the Chair.

Councilmember Pepper stated she appeals the decision of the Chair. She then stated the reason for the appeal is because we want Attorney Glenn to speak now about the public comment situation and also about the Linehan memo.

Mayor Benson stated he can speak during public comments.

Councilmember Pepper again appealed the decision of the chair. She stated if you agree it's okay for the Mayor to decide that he cannot come to the podium then please say yes. She also noted she would like a roll call vote.

Mayor Benson stated it was now time for public comments.

Councilmember Pepper continued to appeal the decision of the Chair and stated all those that think it's okay for the Mayor to deny Attorney Glenn at the podium please say yes.

Mayor Benson stated we are having public comments.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS: None

PUBLIC COMMENTS:

Leslie Cooley, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Dan Glenn, Attorney spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

3) AB17-034A – Amended Resolution Adopting 2017-2022 Capital Improvement Plan

Councilmember Pepper **moved** that the Council adopt the amended resolution adopting the 2017-2022 Capital Improvement Plan with changes as recommended in the document passed out April 20th and labeled Exhibit A today; **second** Councilmember Weber.

Councilmember Pepper spoke to her motion.

There was Council discussion and the need for this to be in ordinance form.

Vote: Motion passed 3-1 (Edelman).

4) Update on Transportation Consultant Contract for Comprehensive Plan

Councilmember Pepper addressed this item.

Councilmember Pepper **moved** that the proposed contract for a traffic consultant to work on the Comprehensive Plan be directly with the City and not through any subcontractor and be amended to include the items in Exhibit A to her motion (which she has copies of) and such an amended contract proposal be sent as soon as possible by the City to DKS asking them to respond to the City with an estimate of time and costs to do the work; **second** Councilmember Morgan.

Councilmember Pepper spoke to her motion and summarized the proposed changes in Exhibit A.

There was Council discussion.

Councilmember Morgan introduced a friendly amendment to the motion to remove the attorney client privilege so that the scope of work can be sent to DKS and to the public at large; **second** Councilmember Weber. Motion **passed** 4-0.

Main Motion Vote: Motion **passed** 3-1 (Edelman).

NEW BUSINESS: None

CONSENT AGENDA:

Councilmember Morgan stated that she would like to address each consent item separately.

- 1) Claim Checks** – August 3, 2017 - No. 45136 through No. 45192 in the amount of \$97,380.08

Councilmember Morgan spoke to the vouchers she would like to pull which were 45137 (BHC), 45166 (Paramatrix), and 45174 (RH2).

Councilmember Morgan **moved** to hold these vouchers until they have undergone review by legal counsel because they are complex vouchers (45137 (BHC); 45166 (Paramatrix); 45174 (RH2)).

Finance Director Miller addressed Council on the pulled vouchers.

Councilmember Weber **seconded** the motion.

Vote: Motion passed 3-1 (Edelman).

Councilmember Morgan **moved** to approve the rest of the vouchers; **second** Councilmember Weber. Motion **passed** 4-0.

2) Minutes – Council Meeting of July 20, 2017

Councilmember Edelman discussed amendments that need to be made to the minutes. She noted under the first public comment period the speaker should be Judy Goodwin not Judy Watson and in the second public comment period the speaker should be Judy Watson not Judy Baxley.

Councilmember Edelman **moved** accept the meeting minutes with those two changes; **second** Councilmember Pepper. Motion **passed** 4-0.

DEPARTMENT REPORTS:

MDRT/Ec Dev/Interim Community Development Director Williamson addressed Council on the upcoming Tough Mudder event that will be coming before Council at the next regular meeting. He distributed paperwork associated with this event and noted wanting to present it through his department report so there is time for Council to review the documentation and possibly act on this at the next meeting.

Councilmember Morgan commented on being in support of counting this as the first reading of this item tonight and noted it would go to the Government Operations Committee and come back on the next agenda.

Mr. Williamson continued with his department report and noted that MDRT is done on Roberts Drive and they are gladly handing the project over to Public Works for the next phase of improvements. He discussed upcoming road closures and shared a drawing of the roundabout which he hopes will be open by Labor Day. He also discussed the progress made with the development and noted that model home permits will be coming soon.

Finance Director Miller distributed the 2nd Quarter Financial Report and highlighted areas in the report for Council. She also noted the report will be available for the public to see on the finance page of the City's website.

MAYOR'S REPORT:

Mayor Benson reported attending the Washington State Transportation Commission meeting in Kent and was invited to testify about SCATBd. On August 1, she reported attending the Southeast Area Legislative Transportation Coalition meeting; hosted a National Night Out neighborhood party.

COUNCIL REPORTS:

Councilmember Morgan reported it was going to be a busy week for her next week as all her committee meetings are being held (Flood Control, WRIA 9, KCD); she will be attending Beaver School in Fall City on August 8th.

Councilmember Edelman noted that there will be no Public Issues Committee meeting this month. On July 27, she reported attending a tour of SeaTac Airport; met with Mayor and Finance Director to review vouchers; attended neighborhood National Night Out; served lunch at the BDCC along with Councilmember Deady and Mayor Benson; she announced that August 7th is the Black Diamond Elementary School open house and on August 8th is the Tahoma High School dedication at 7 p.m.

Councilmember Weber reported sending an email to Chief Kiblinger on the status of the four new police vehicles and noted they are about a month out. He also discussed there is a ban on outside recreational fires and asked everyone to pass this around to others.

Councilmember Pepper discussed statements brought up at the last meeting regarding the mischaracterization of legal services contracts and reported on the process that was done. She discussed contracting authority and noted spending time doing research and development of her technological equipment with help.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Dan Glenn, Attorney spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Weber. Motion **passed** 4-0.

Meeting ended at 8:24 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date:	August 17, 2017
Resolution approving the Tough Mudder Special Event permit SEP17-0004	Mayor Carol Benson	AB17-047
	City Administrator	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Andy Williamson	X
	Finance – May Miller	
	MDRT/Econ Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$	Court – Stephanie Metcalf	
Fund Source: --Full cost recovery prepaid by Tough Mudder, LLC.		
Timeline: September 16 th and 17 th		
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; IPA; Operations Plan; Application; Conditions; Police Service Agreement; other supporting documentation		
SUMMARY STATEMENT: <p>The Tough Mudder Event is a 10-12 mile foot race obstacle course that takes place at 31407 3rd Avenue, land owned by Palmer Coking Coal and a portion of the Lake Sawyer Regional park. This is an annual 2-day event scheduled for September 16th and 17th from 7 am to 6 pm. It is expected to attract 7,000 participants and spectators. BDMC 2.59.040 requires City Council approval events lasting more than one day.</p> <p>This permit, SEP17-0004, was reviewed by all relevant departments who submitted comments and conditions for organizers to comply with. Additionally, the applicant has met all criteria for issuance of a Special Events Permit, including prepayment of a deposit to cover cost of public services needed for this event. If approved with conditions, the reviewers find no basis to deny this permit. Therefore, the Community Development Director is recommending approval of the Special Events Permit, SEP17-004, with conditions along with any additional items the Council deems appropriate.</p> <p>FISCAL NOTE (Finance Department): All City supplied services for this event will be reimbursed to the City based on the current rates for services provided. Additionally, if Tough Mudder sells any merchandise during the event and charges sales tax, they remit this sales tax to the State of which the city gets a share.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a Resolution authorizing the Mayor to execute the approval of SEP17-0004 for Tough Mudder, LLC.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 17, 2017		

RESOLUTION NO. 17-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO APPROVE THE
TOUGH MUDDER SPECIAL EVENT SEP17-0004**

WHEREAS, Tough Mudder, LLC has proposed a two-day athletic event to occur on private property and a portion of Lake Sawyer Regional Park within the city limits on September 16th and 17th, 2017; and

WHEREAS, Black Diamond Municipal Code 2.59.040(B) requires the City Council to approve any special event that exceeds one day in duration; and

WHEREAS, City staff has reviewed the proposed activity and recommends it be approved, subject to the comments/conditions;

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 approval of Special Event Permit #SEP17-0004 for the Tough Mudder two-day event to be held on September 16th and 17th, 2017.

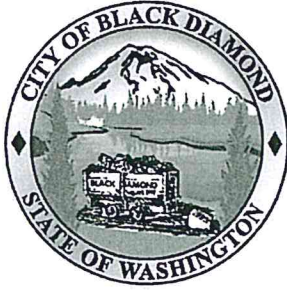
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF AUGUST, 2017.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-5700
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

August 03, 2017

Jen Mizono Operations Manager
Tough Mudder Event Production, Inc
15 Microtech Center, 7th Floor
Brooklyn NY 11201

Dear Jen Mizono:

The City of Black Diamond is in receipt of your special event application for the 2017 Seattle Tough Mudder challenge to be held from 7am to 6 pm on September 16th and 8 am to 5 pm 17th at 31407 3rd Avenue, Black Diamond, Washington. The City also understands that this event will use a portion of the City's Lake Sawyer Regional Park. Your Special Event Permit application number is SEP17-0004.

Application SEP17-0004 has been reviewed pursuant to Black Diamond Municipal Code (BDMC) Chapter 2.59. This application is complete and all relevant Departments have provided comments on your proposal. The following list of conditions will be required subject to permit approval.

Fire Conditions, Fire Marshal Robert Young, 253-735-0284

1. Fire Department Access to Site: Traffic and back up of vehicles in the entry Que shall not hinder the fire department access to this site. A 20-foot dedicated access road must be maintained to this site at all times during the event.
2. An additional fire engine and crew will be required to be paid for by Tough Mudder to provide for protection to the community during this event to avoid traffic delays and potential additional service delivery demands during this event. (This is only required when a paying customer count of over 3,000 persons is expected, Tough Mudder is to provide fire department with projected customer count at least two weeks prior to the event. In 2016, per my records, Saturday was the only day that exceeded the 3,000-person count)
3. Inspection of all tents, cooking and equipment fueling areas will be required. All tents/membrane structures with 3 sides or more must have EXIT signs posted and have exits meeting the requirements of the IFC. NO SMOKING signs must be posted in all tents/membrane structures. No cooking or open flames will be allowed in any tent/membrane structures that the public can enter or be under. Mobile cooking facilities must meet IFC requirements for fire suppression systems and proper portable fire extinguishers. (Class K fire extinguishers will be needed for cooking areas with solid fuels (woods/etc.) and for any deep fat fryers. This is in addition to the normally required ABC fire extinguishers. A min. of (1)

one 2A10BC fire extinguisher will be required to be located within 75 feet travel distance of all the main camp area (tents/membrane structures). These extinguishers must be visible and accessible at all times.

4. Event Staff: Crowd management will be required as per Chapter 4 of the IFC for public events. Numbers of event staff will need to meet the numbers required by the IFC, training of these members must be adequate for the purpose they will be serving, and have the ability to summon emergency aid as needed during the event. (A min. number of crowd managers per the IFC is 1 crowd manager per 250 persons)
5. The Tough Mudder command post for the event must be clearly identified to allow for rapid access by the fire department in the event of an emergency.
6. Open flames of any kind (other than in approved cooking appliances) shall NOT be allowed. This includes any props, lighting, pyrotechnics, or campfires.
7. Any stages portable or fixed shall be approved by the fire department and inspected prior to use. Wind load calculations shall be provided by a licensed engineer familiar with such structures/vehicles and a means to determine wind speed shall be provided on site. A plan of action shall be developed to monitor and take appropriate actions should the wind speed near the safety design limits of the stage.
8. A plan for safe evacuation of all persons shall be included in the pre-incident plans of Tough Mudder this shall include actions to take in the event of an adverse weather event (such as lightning), and Emergency Medical Personnel shall be provided in adequate number to meet the needs of spectators and participants, including in the event of an extreme heat event.
9. Site inspections prior to opening this event is required (tents and primary structures need to be in place at time of inspection). The Tough Mudder staff must contact the Fire Marshal at least one week in advance of the event to schedule this inspection. You can reach the Fire Marshal at 253-569-4211 (cell phone).

Public Works, Dan Dal Santo, Utility Superintendent, 360-886-5700, ext. 5712

1. Compliance with the City of Black Diamond signage consistent with the Police Department condition that no access is allowed from SR 169 and no signage directing the public to SR169 for ingress, egress, or parking is required. Access shall be off the Lake Sawyer road and the installation of directional All EVENT PARKING signs shall be installed along the north and south bound lanes of SR 169 to direct traffic to Roberts Drive to the Lake Sawyer entrance.

Police, Chief Jamey Kiblinger, 253-631-1012

1. Event coordinator shall provide the Black Diamond Police Department (BDPD) with an off-road vehicle for emergency access. No ingress or egress will occur on SR 169. All traffic will be routed off the Lake Sawyer Road to the Palmer Coking Coal entrance.
2. Please see signed service agreement for outline of police staffing and related hours.
3. The BDPD assigned posts schedules are as follows:

Saturday, September 16th, 2017

Officer #3 – 5:30am to 6:00 pm

Officer #2 – 6:30am to 6:00 pm

Officer #1 – 11:00 am to 6:00 pm

Sunday, September 17th, 2017

Officer #1 – 6:00 am to 4:00 pm

Officer #2 – 7:00am to 1:00 pm

Officer #3 – 12:00 pm to 4:00 pm

4. The total costs of required Public Services are fully reimbursable under the City of Black Diamond fee schedule.

Planner, Colin Poff, 360-886-5700, ext. 5730

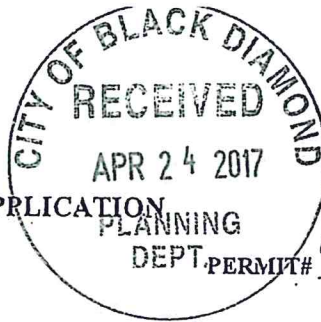
1. A request for signage per BDMC 18.82.060.E temporary event signs has been submitted. The code section is as follows:
2. E. Public Service/Civic Event Signs. Signs advertising community events or public issues may be permitted to locate in or over public Right of Ways. If located within the public right-of-way, such signs shall not be permitted to advertise or promote any business or the sale of any product or commodity. Banners shall only be suspended over public rights-of-way at locations approved by the public works director.
3. Maximum duration for the temporary signs shall be from one month before the event and they must be removed within five days after the event. The signs shall be removed by the promoters of the event, or the City will remove such signs at the promoter's expense.
4. If any signs are located outside of the City limits of Black Diamond, the applicant must check the regulations of temporary signs with the appropriate jurisdiction.

Approval of Permit Number SEP17-0004 is ultimately the City Council's decision. This permit application and letter of conditions for approval will be presented to Council at their August 17, 2017 meeting. You are invited to attend. The meeting begins at 7:00pm at City Council Chambers, 25510 Lawson St., Black Diamond, Washington. City staff will notify you via email of Council's decision within five (5) working days from the date of this meeting. Should you have questions, please let me know. My phone number and email are listed below. The City of Black Diamond thanks you for your application.

Sincerely,



Andrew Williamson, Interim Community Development Director
(360) 886-5700, ext. 5715
awilliamson@blackdiamondwa.gov



SPECIAL EVENT APPLICATION
PLANNING
DEPT. PERMIT#

EVENT INFORMATION

EVENT NAME: TOUGH MUDDER SEATTLE

EVENT LOCATION: PALMER COOKING COAL CO.

(If structures will be erected and/or street ROW used, please attach (3) drawings noting locations and dimensions.)

EVENT TYPE: ☐ Exhibition ☐ Protest ☐ Run/Walk ☐ Dance ☐ Festival ☐ Concert ☐ Party
(Check all that apply) ☐ Wedding ☐ Drama ☐ Parade ☐ Other ☒

DATE OF EVENT: SEPTEMBER 16-17, 2017 HOURS: SAT: 7AM - 6PM
SUN: 8AM - 5PM

PURPOSE OF EVENT: MUD OBSTACLE ENDURANCE RUN

EST. ATTENDANCE: Participants SAT: 7586 Spectators SAT: 719 Volunteers/Personnel SAT: 250
CITY BUS. LICENSE #: BUS16-0064 (participating commercial vendors will also require a City license)

PARKING PLANS: ALL PARKING WILL BE ON-SITE (SEE ATTACHED PARKING PLAN)
(Please provide a drawing unless you are using an existing parking lot with sufficient stalls.)

FACILITIES TO BE USED: ☐ City Park ☐ Lake Sawyer ☐ Sidewalk ☐ Street ☒ Private Property
(If using private property, you must provide proof that you have permission unless you are the owner.)

CITY ASSISTANCE REQUIRED: ☒ Police ☐ Fire ☐ Public Works ☐ Other

Describe: POLICE OFFICERS ON ROADS FOR TRAFFIC MANAGEMENT

(Police and Fire services require a written agreement that must be submitted with the event application.)

INSURANCE COMPANY: BWD SPORTS AND ENTERTAINMENT, LLC

(Proof of Ins. required naming City of Black Diamond as co-insured if event is taking place on City property.)

FOOD TO BE SERVED: ☒ YES ☐ NO If yes, provide copy of Health Dept approval/license.

SOUND SYSTEM: ☒ YES ☐ NO

(If liquor and music are provided a Cabaret license may be required.)

SANITATION PLANS (Sani-cans, hand washing stations, etc): 86 TOILETS, 2 HANDWASHING STATIONS

PRODUCTS OR SERVICES TO BE SOLD: ☒ YES ☐ NO If yes, what? MERCHANDISE, FOOD, BEER

ADMISSION FEE: ☒ YES ☐ NO If yes, how much? \$220 PARTICIPANT, \$25 SPECTATOR

HAS THE EVENT BEEN PREVIOUSLY PRODUCED? ☒ YES ☐ NO PREVIOUS DATE: SEPT 24-25, 2016

ANY CHANGES FROM PREVIOUS EVENT? ☐ YES ☒ NO If yes, list changes:

APPLICANT INFORMATION

APPLICANT: JEN MIZONO ORGANIZATION: TOUGH MUDDER INC.

MAILING ADDRESS: 15 METROTECH CTR., 7TH FLOOR, BROOKLYN, NY 11201

CONTACT PHONE: 925-786-7482 FAX _____

EMAIL ADDRESS: JEN.MIZON@TOUGHMUDDER.COM

EMERGENCY CONTACT KAITLYN DYCHALA PHONE 610-703-5864

(IF JEN NOT AVAILABLE) KAITLYN.DYCHALA@TOUGHMUDDER.COM

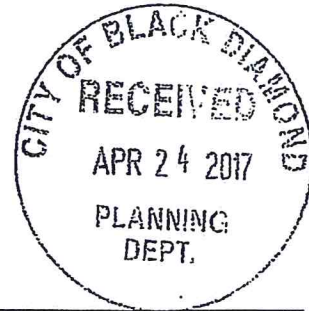

SIGNATURE OF APPLICANT

4/24/17
DATE

Additional information or requirements may be requested. Please allow 3-4 weeks for processing.



CITY OF BLACK DIAMOND
Service Agreement



City Assistance required from (department):

BLACK DIAMOND POLICE DEPARTMENT

Organization/Person requesting Assistance:

TOUGH MUDDER INC.

Event:

TOUGH MUDDER SEATTLE

Date:

SEPTEMBER 16-17, 2017

Please describe the event and what services will be needed:

POLICE OFFICERS FOR TRAFFIC MANAGEMENT:

SAT, SEPT. 16:

(3) 5:30AM - 6:00PM
(2) 6:30AM - 6:00PM
(1) 11:00AM - 6:00PM

SUN, SEPT. 17:

(2) 6:00AM - 4:00PM
(2) 7:00AM - 1:00PM
(1) 12:00PM - 4:00PM

The City of Black Diamond agrees to provide these services on the requested date(s). The City of Black Diamond will bill for all services on an hourly basis per the adopted fee schedule. Per contract many city services require a 3 hour minimum billing.

City Staff Signature, Title

Chief of Police

Date

6/16/17

TOUGH MUDDER INC. agrees to pay for the services the City of Black Diamond is providing.

Applicant Signature, Title

JEN MIZUNO, OPERATIONS MANAGER

Date

4/24/17



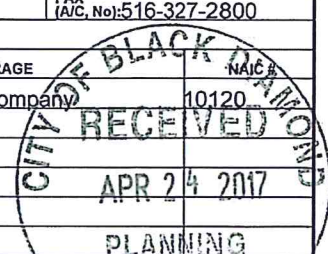
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BWD Sports and Entertainment, LLC 45 Executive Drive Plainview NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS:
INSURED Tough Mudder Inc. 15 MetroTech Center, 7th Floor Brooklyn NY 11201	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:



COVERAGES

CERTIFICATE NUMBER: 1804906495

REVISION NUMBER: DEPT.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		S18ML00448161	12/31/2016	12/31/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>SN/A</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	SN/A	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Black Diamond, its officers, employees, and agents are included as additional insureds in connection with Tough Mudder Seattle events on September 16 & 17, 2017.

CERTIFICATE HOLDER

CANCELLATION

City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond WA 98010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stuart B. Wallin

TOUGH MUDDER & TOUGH MUDDER HALF SEATTLE

PALMER COKING COAL CO., 31621 3RD AVE., BLACK DIAMOND, WA, 98010

SEPTEMBER 16-17, 2017

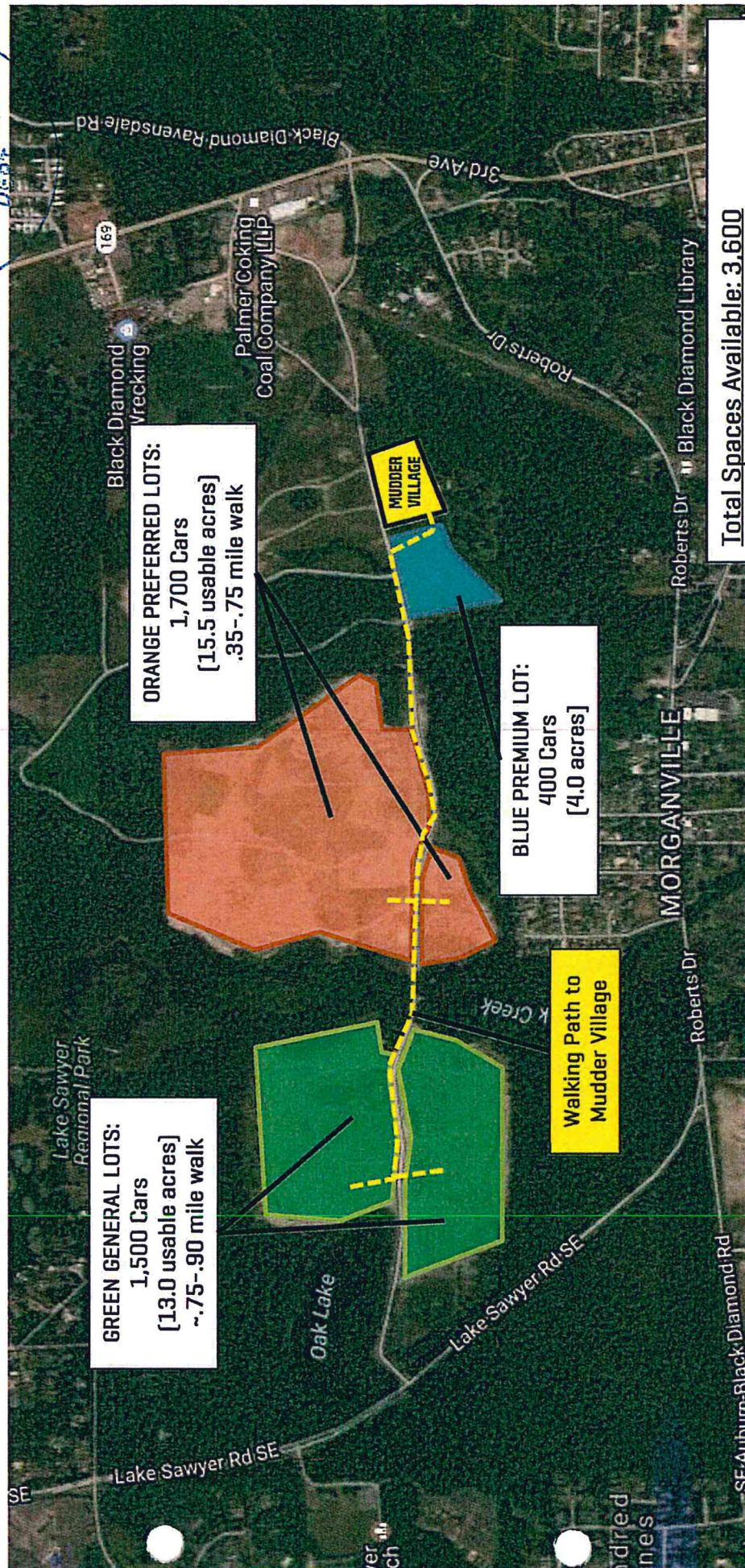


Event Info	Saturday (TM/TMH)	Sunday (TM/TMH)
Starters	4,522/2,423 (6,945)	823/639 (1,462)
Wave Size	300 every 15 minutes*	300 every 15 minutes*
First Wave	8:00am	9:00am
Last Wave	1:00pm*	10:30am*
Ingress Hours	7:00am – 12:00pm 620 cars/hour 5 hours total	8:00am-9:30am 433 cars/hour 1.5 hours total
Egress Hours	11:00am- 6:00pm 442 cars/hour 7 hours total	12:00pm-4:00pm 162 cars/hour 4 hours total
Total Expected Cars	3,320 cars -3,100 Participant -200 Volunteer/Staff -20 VIP/Partners	870 cars -650 Participant -200 Volunteer/Staff -20 VIP/Partners
Spaces Available	3,600 On-Site	3,600 On-Site

*Based on estimate as of 4/19/17

ON-SITE PARKING CAPACITY AND LOT ALLOCATION

APR 24 2017
PLANNING DEPT

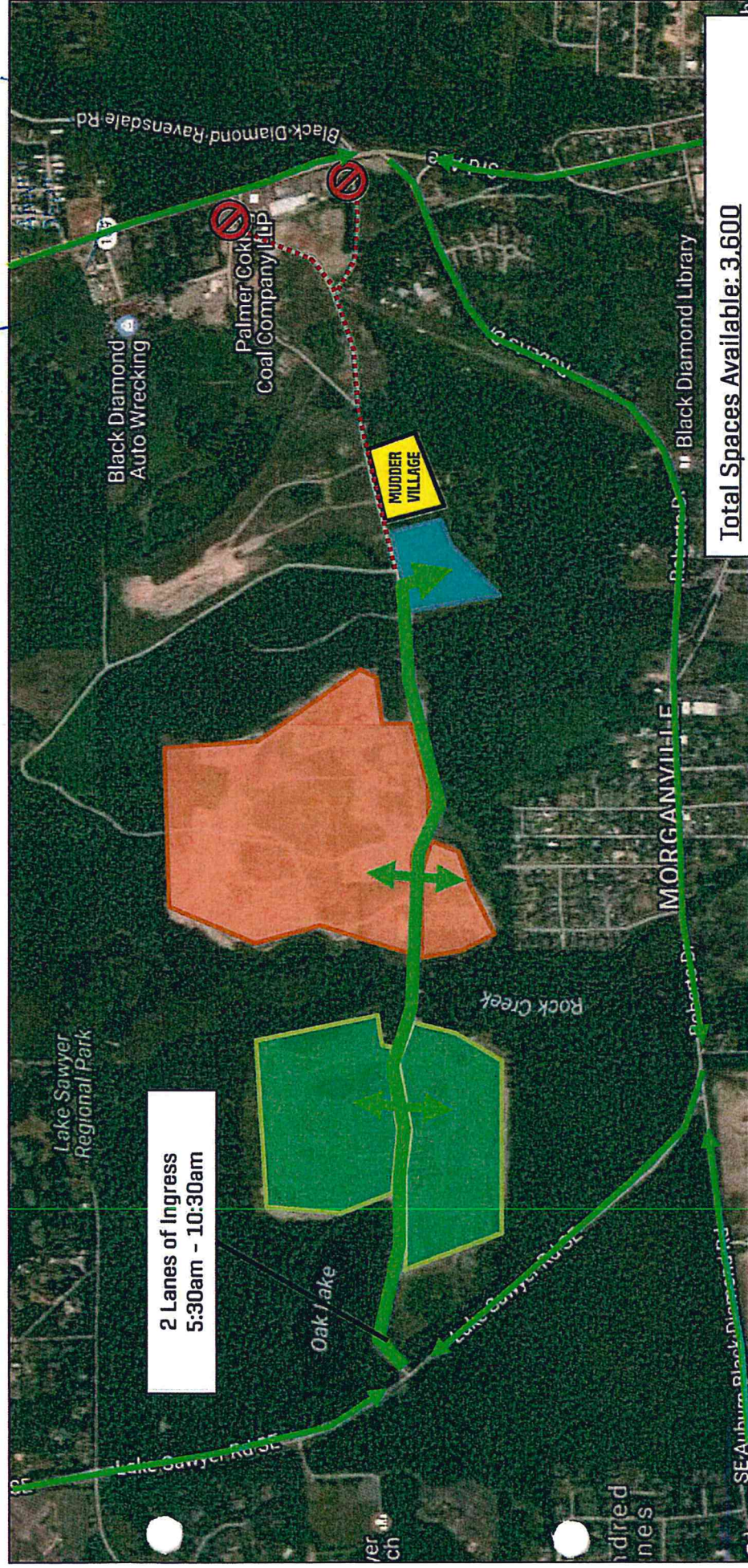


Total Spaces Available: 3,600

- **BLUE LOT: Premium [400 spaces]**
• Sales Cap: 400
- **ORANGE LOT: Preferred [1700 spaces]**
• Sales Cap: 1500
- **GREEN LOT: General [1500 spaces]**
• Sales Cap: 1500

INGRESS ROUTES

RECEIVED
CITY OF MORGANVILLE
APR 24 2017

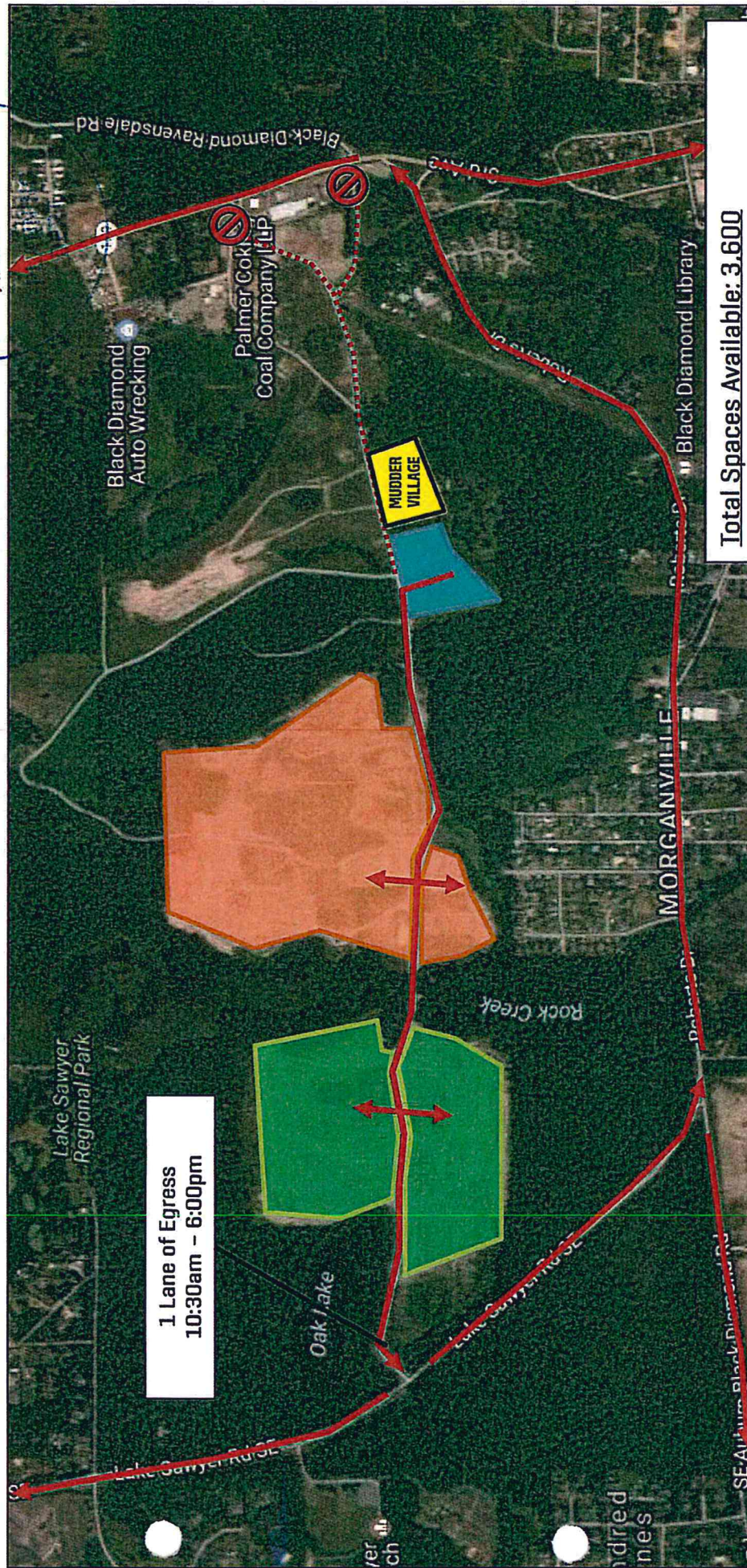


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EGRESS ROUTES

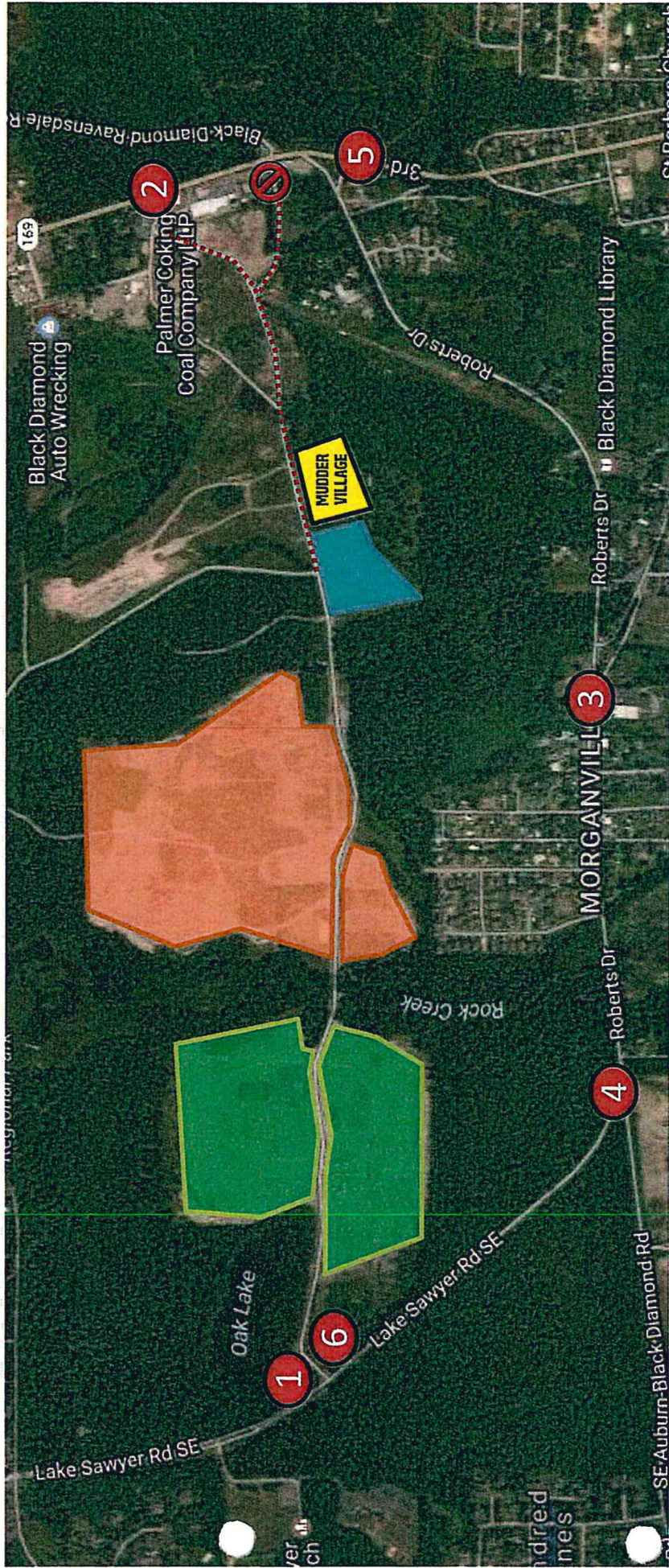
RECEIVED
CITY OF BLACK DIAMOND
APR 24 2017



Total Spaces Available: 3,600

- **BLUE LOT: Premium [400 spaces]**
 - Sales Cap: 400
- **ORANGE LOT: Preferred [1700 spaces]**
 - Sales Cap: 1500
- **GREEN LOT: General [1500 spaces]**
 - Sales Cap: 1500

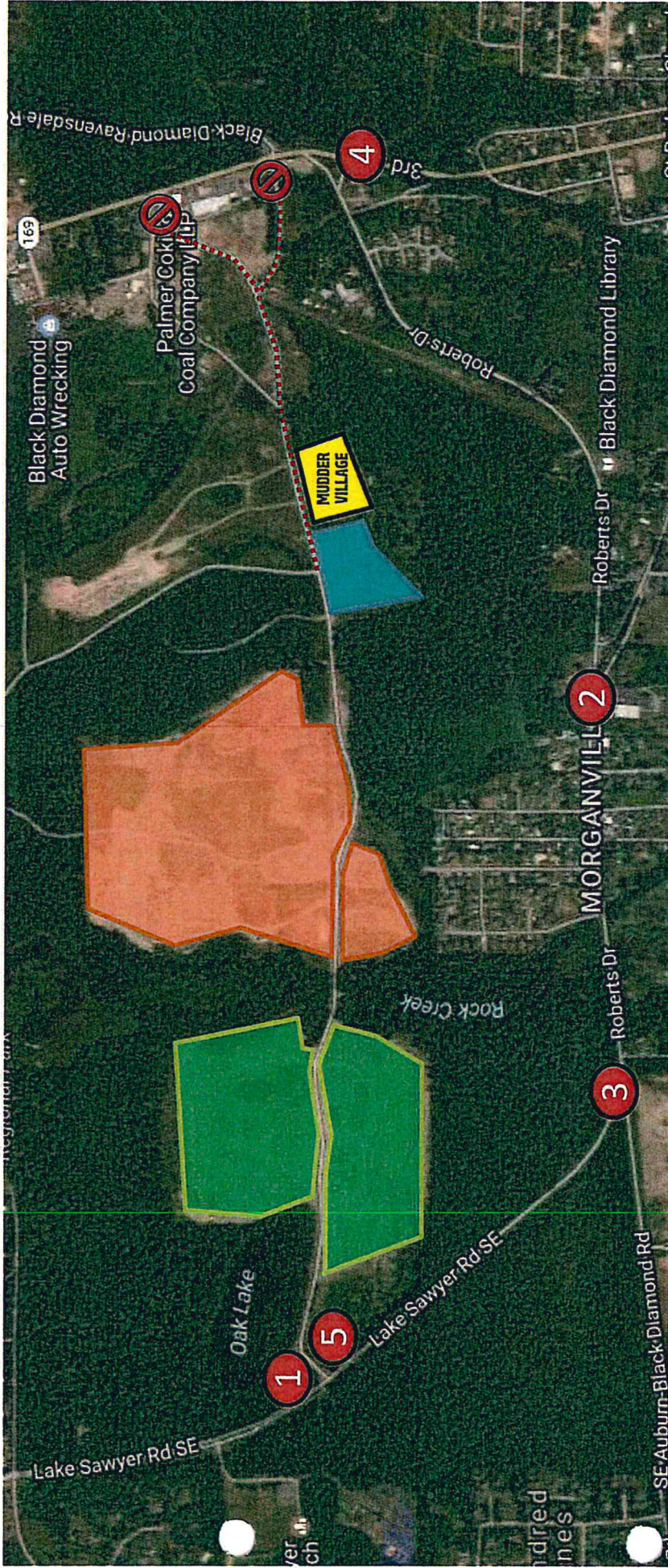
SATURDAY POLICE POSTS



Officer	Position	Start	End
1	Lake Sawyer Entrance	5:30am	6:00pm
2	Palmer Coking Coal Office	5:30am	6:00pm
3	Incident Command Officer	5:30am	6:00pm
4	Lake Sawyer Rd. & Roberts Dr.	6:30am	6:00pm
5	3rd Ave. & Roberts Dr.	6:30am	6:00pm
6	Lake Sawyer Entrance	11:00am	6:00pm



SUNDAY POLICE POSTS



Officer	Position	Start	End
1	Lake Sawyer Entrance	6:00am	4:00pm
2	Incident Command Officer	6:00am	4:00pm
3	Lake Sawyer Rd. & Roberts Dr.	7:00am	1:00pm
4	3rd Ave. & Roberts Dr.	7:00am	1:00pm
5	Lake Sawyer Entrance	12:00pm	4:00pm





TOUGH MUDDER SEATTLE INCIDENT ACTION PLAN

PALMER COKING COAL CO.
31407 WA-169, BLACK DIAMOND, WA 98010

SEPTEMBER 16-SEPTEMBER 17, 2016

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EVENT DESCRIPTION

Tough Mudder is an endurance sports event consisting of a 10-12 mile run course and 18-25 military-style obstacles. Tough Mudder Seattle will take place on September 16-September 17, 2016 at Palmer Coking Coal Co.

The anticipated average finish time is 3 hours. Following the event, participants and spectators will enjoy a party consisting of food, beer, and music.

The following table lists the key milestones and attendance at the event by day:

	Saturday	Sunday
Wave Size	300 every 15 minutes	250 every 15 minutes
First Start Wave	8:00 AM	9:00 AM
Last Start Wave	1:15 PM	10:00 AM
Medical Safety Sweep	1:45 PM (30 min after last wave)	10:30 AM (30 min after last wave)
Participants	6,357	1,351
Total On-Site (Includes Spectators)	6,959	1,484

In addition to this doc, the following docs are available upon request:

- Emergency Action Plans
- Obstacle SOPs
- Crisis Communication Plan

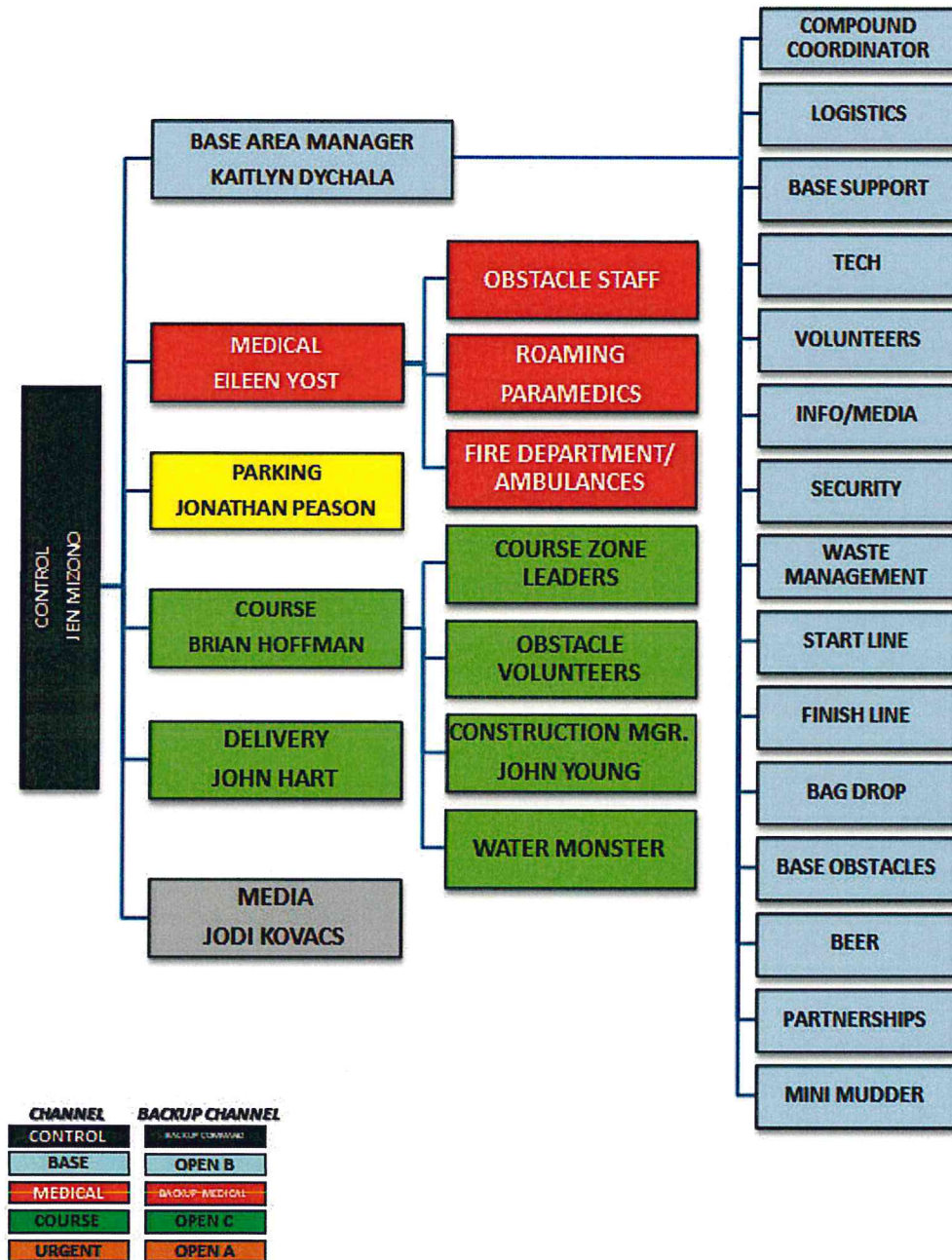
CREDENTIALS

Dr. Stuart Weiss is the head of our Medical Planning at Tough Mudder. He holds MD, FACEP, FAAP and CBCP certifications and has experience in disaster medicine, mass gathering events, mass casualty events, EMS & ALS management.

CONTACT LIST

Role	Name	Organization	Phone
VP, Event Operations	Jon Barker	Tough Mudder	631-965-3488
Event Director	Jen Mizono	Tough Mudder	925-786-7482
Construction Manager	John Young	Tough Mudder	908-723-5736
Event Ops. Supervisor	Kaitlyn Dychala	Tough Mudder	610-703-5864
Course Ops. Supervisor	Peter Franklin	Tough Mudder	610-703-5864
Event Ops. Coordinator	Jenn Moffatt	Tough Mudder	631-275-6908
Course Ops. Coordinator	John Hart	Tough Mudder	203-214-2562
Crisis Comms. Manager	Chris Maltbie	Tough Mudder	732-267-5201
Venue	Bill Kombol	Palmer Coking Coal	480-267-6193
Medical Director	Stu Weiss	MedPrep	917-921-2490
VP, Event Operations	Jon Barker	Tough Mudder	631-965-3488
Head Nurse	Eileen Yost	MedPrep	973-255-0580
Water Safety Supervisor	Lisa Johnson	MedPrep	-
Dispatcher	Guillaume Foss	MedPrep	646-515-6305





ORGANIZATIONAL CHART



EMERGENCY ALERT SYSTEM

A color-coded Event Alert System will be in use during event weekend. The color coding ranges from Good Conditions (green) to Extreme Conditions (black) based on weather and other event conditions. During the event the overall status of the event will be communicated via colored flags located at the start line, finish line, and each obstacle along the course route. Colored flags will be hung at obstacles on white or black poles along with red medical attendant signs.

All participants and spectators will be told to familiarize themselves with the Alert System and follow the instruction of Tough Mudder Staff, Medical Staff and Local Authorities during Yellow, Red, and Black Alerts.

ALERT LEVEL		EVENT CONDITION	NOTES
	Green	Good Conditions <ul style="list-style-type: none"> • Full event open • Weather is favorable • Monitor for changing conditions and flag colors 	<ul style="list-style-type: none"> • Event is open and conditions are good. • Operations will proceed as normal.
	Yellow	Less Than Ideal Conditions <ul style="list-style-type: none"> • Slow down and proceed with caution • Be prepared for worsening conditions • Be aware of potential course modifications 	<ul style="list-style-type: none"> • Movement to a yellow flag means we are starting to see changes in the weather or other issues are starting to occur. This could be an increase in rain or heat, or simply a course reroute. • Proceed with caution and be aware of your surroundings.
	Red	Dangerous Conditions <ul style="list-style-type: none"> • Consider stopping • Observe changes to the course • Follow official instruction from TMHQ • Potential event pause or suspension 	<ul style="list-style-type: none"> • Significant changes in forecasted weather or extremely poor course conditions are ahead. • Staff members will provide information on the reason for the Red Flag.
	Black	Cancellation Conditions <ul style="list-style-type: none"> • Event cancellation • Evacuation of course and village area • Remain calm and follow official instruction from TMHQ and local authorities 	<ul style="list-style-type: none"> • Immediate cancellation of the event and event site evacuation. This can be for reasons outside of weather. • In addition to the black flags, there will be three short blasts from an air horn, which also signifies evacuation. • Follow direction by members of staff on how to return to the village area • Patrons in the village area will receive instruction from the overhead public address system.

EVACUATION MESSAGING

When changes to the Event Alert Flags are made and the course route or obstacles are affected, the individual acting as "Control" will announce this over the radio and the information will be disseminated through the proper channels. The following messaging will be communicated should these situations occur:

OBSTACLE CLOSURE

Flags will be at red status when this happens, although red flag status does not always mean that water obstacles close. The course continues to operate, but all water based obstacles will close and we will encourage people to bypass and continue the course route.

FULL EVACUATION

Flags will be at black status when this happens. The course will be shut down and all participants will be ushered along the evacuation path to either a Primary Assembly Point (PAP) or Secondary Assembly Point (SAP).

In the event of a significant electrical storm or high winds, all participants and spectators will be instructed to return to their vehicles. In addition, staff will direct individuals unable to return to the parking area to a sheltered location. Tents present a danger to individuals during an electrical/high wind storm. Staff will ensure that all attendees do not seek shelter in a tent or temporary structure. All tents will be evacuated during an electrical or high wind storm.

RESUMPTION OF PLAY

OBSTACLE OPENING

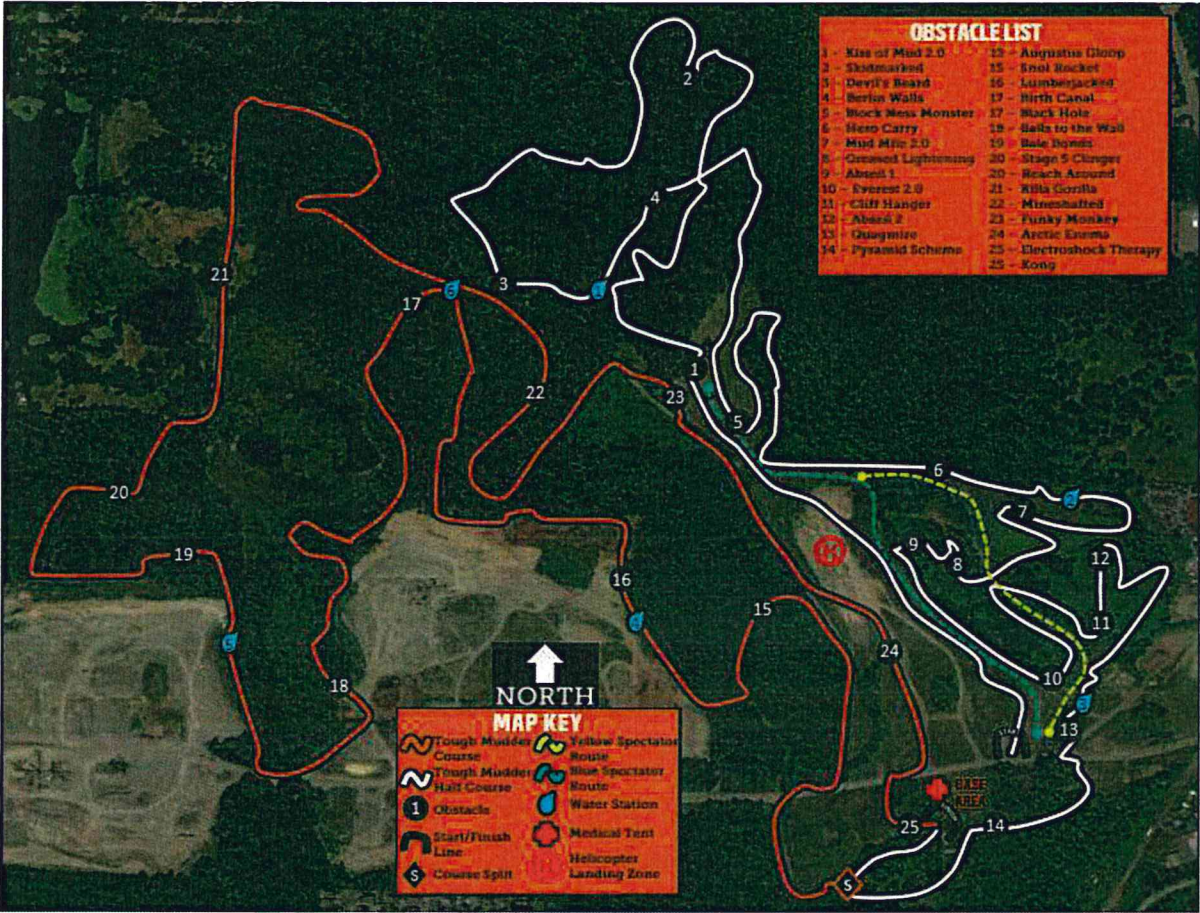
Obstacle Managers and Medical Staff will be alerted to open their obstacle and allow participants to go through them.

COURSE OPENING

Zone Leaders will lead groups of participants back to the last obstacle they completed should they choose to enter the course again.

COURSE MAP & FIRST AID LOCATIONS

We will have a first-aid responder as a baseline at every obstacle on course, with support from 5-6 roaming responders holding higher levels of medical certification on course.



WEATHER

10 Avg 71° 50°	11 Avg 71° 50°	12 Avg 70° 49°	13 Avg 70° 49°	14 Avg 70° 49°	15 Avg 70° 49°	16 Avg 69° 49°
17 Avg 69° 49°	18 Avg 69° 48°	19 Avg 69° 48°	20 Avg 68° 48°	21 Avg 68° 48°	22 Avg 68° 48°	23 Avg 67° 47°

SATURDAY TIMELINE

EVENT TIMELINE		
Saturday, September 16, 2017		
TIME	ACTION	LEAD
5:00 AM	TMHQ Team ON SITE	TMHQ Teams
5:00 AM	Parking Staff In Place	Parking Management
6:00 AM	ALL Parking Lots Open	Parking Management
6:00 AM	Volunteer Shift #1 Arrival	Workforce
6:05 AM	SUNRISE	ALL
6:45 AM	AM Volunteer Presentation & Deployment	Workforce
6:45 AM	Base Area Sweep	Base Area Manager
7:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
7:00 AM	EVENT OPENS	Base Area Manager
7:30 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
7:45 AM	Tougher Mudder Wave	Operations Manager
8:00 AM	First TM Start Wave	Operations Manager
10:00 AM	First TM Half Wave	Operations Manager
11:00 AM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
11:30 AM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
12:30 PM	Registration Closes	Parking Management
12:30 PM	Last Start Wave	TMHQ Teams
12:50 PM	Start Line Closes	Base Manager
5:30 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
5:30 PM	Course Closes	Course Manager/ Medical Manager
6:00 PM	Beer Sales Shutdown	Base Area Manager
6:00 PM	EVENT CLOSES	Operations Manager
6:53 PM	SUNSET	ALL

STARTERS PER WAVE:	300
TOTAL STARTERS EXPECTED:	6357
TOTAL SPECTATORS EXPECTED:	602
TOTAL BODIES ON SITE EXPECTED:	6959

SUNDAY TIMELINE

EVENT TIMELINE		
Sunday, September 17, 2017		
TIME	ACTION	LEAD
6:00 AM	TMHQ Team ON SITE	TMHQ Teams
6:00 AM	Parking Staff In Place	Parking Management
6:04 AM	SUNRISE	ALL
7:00 AM	ALL Parking Lots Open	Parking Management
7:00 AM	Shuttle Buses Begin	Parking Management
7:45 AM	AM Volunteer Presentation & Deployment	Workforce
7:45 AM	Base Area Sweep	Base Area Manager
8:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
8:00 AM	EVENT OPENS	Base Area Manager
8:40 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
8:45 AM	Load First Start Wave	Base Area Manager
9:00 AM	First Start Wave	Operations Manager
10:00 AM	First TM Half Wave	Operations Manager
10:00 AM	Registration Closes	Parking Management
10:00 AM	Last Start Wave	TMHQ Teams
10:20 AM	Start Line Closes	Base Manager
11:30 AM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
12:00 PM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
3:00 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
5:30 PM	Course Closes	Course Manager/ Medical Manager
6:00 PM	Beer Sales Shutdown	Base Area Manager
6:00 PM	EVENT CLOSES	Operations Manager
6:54 PM	SUNSET	ALL

STARTERS PER WAVE:	300
TOTAL STARTERS EXPECTED:	1351
TOTAL SPECTATORS EXPECTED:	133
TOTAL BODIES ON SITE EXPECTED:	1484

TOUGH MUDDER INCIDENT OBJECTIVE (ICS FORM 202)

INCIDENT OBJECTIVES	1. INCIDENT NAME 17.09.16.WA	2. DATE September 16-17, 2017	3. TIME 0700-1700
4. GENERAL CONTROL OBJECTIVES FOR THE INCIDENT (INCLUDE ALTERNATIVES) 1) CONDUCT AN OBSTACLE COURSE ENDURANCE EVENT AT PALMER COKING COAL CO., LENGTH OF APPROX 10 MILES. 2) CONDUCT EVENT ACCORDING TO PRE ESTABLISHED TIMELINES 3) ADHERE TO RECOGNIZED SAFETY GUIDELINES			
5. WEATHER FORECAST FOR OPERATIONAL PERIOD SEE ATTACHED DETAILED WEATHER FORECAST ABOVE			
6. GENERAL SAFETY MESSAGE ALL STAFF AND VOLUNTEERS ARE REMINDED TO IMMEDIATELY NOTIFY EVENT OFFICIALS OF DANGEROUS BEHAVIOR OR CONDITONS PRESENT DURING THE EVENT			
7. Attachments (<input checked="" type="checkbox"/> if attached) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input checked="" type="checkbox"/> Organization List (ICS 203)</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Medical Plan (ICS 206)</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Weather Forecast</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Assignment List (ICS 204)</div> <div style="width: 33%;"><input type="checkbox"/> Incident Map</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Contact List</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Communications Plan (ICS 205)</div> <div style="width: 33%;"><input type="checkbox"/> Parking Map</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Organizational Chart</div> </div>			
PREPARED BY (OPERATIONS MANAGER) Jen Mizono	APPROVED BY (DEPUTY SAFETY COORDINATOR.)	DATE [Date]	TIME 12:00

TOUGH MUDDER ASSIGNMENT LIST (ICS FORM 204)

ASSIGNMENT LIST	1. INCIDENT NAME 17.09.16.WA	2. DATE September 16-17, 2017	3. TIME 0700-1700			
4. OPERATIONAL LEADS						
VP, EVENT OPERATIONS <u>Jon Barker</u>		CONTROL <u>Jen Mizono</u>				
EVENT DIRECTOR <u>Jen Mizono</u>		OPERATIONS MANAGER <u>Jen Mizono</u>				
6. RESOURCES ASSIGNED TO THIS EVENT						
RESOURCE	LOCATION	LEADER	PERSONS	VEHICLES	START TIME	END TIME
COURSE MANAGER	TMHQ/COURSE	[Course Ops]	7	7	0700	1630
BASE AREA MANAGER	TMHQ/BASE AREA	[Event Ops]	15	1	0700	1700
OPERATIONS MANAGER	TMHQ/BASE AREA	Jen Mizono	4	0	0700	1700
MEDICAL MANAGER	TMHQ/ COURSE	Dr. Stuart Weiss	26	5	0700	1700
WATER RESCUE	COURSE	[Water Safety]	4	0	0700	1630
EMT	MEDICAL TENT	Dr. Stuart Weiss	10	0	0700	1700
LAW ENFORCEMENT/ TRAFFIC CONTROL	TBD	TBD	0	0	0700	1700
7. CONTROL OPERATIONS						
<ul style="list-style-type: none"> - All units fall under one unified COMMAND POST, through the CONTROL CHANNEL - All Medical Units will be directed by MEDICAL MANAGER, under CONTROL. 						
8. COMMUNICATIONS						
Tough Mudder Radio Channels <ul style="list-style-type: none"> Control Operations Front of House Field of Play Medical Support Parking Security Media Back Up Command Back Up Medical Data Open A-C 						
PREPARED BY (OPERATIONS MANAGER) Jen Mizono		APPROVED BY (DEPUTY SAFETY COORDINATOR.)		DATE [Date]		TIME 1200

TOUGH MUDDER INCIDENT COMMUNICATIONS PLAN (ICS FORM 205)

INCIDENT COMMUNICATIONS PLAN	1. INCIDENT NAME 17.09.16.WA	2. DATE September 16-17, 2017	3. TIME 0700-1700
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3. Basic Radio Channel Utilization

Type/Radio #	Channel	Function	CHANNEL LEAD	FREQUENCY	Remarks
REPEATER Radio #: 5, 6, 9, 53	"CONTROL"	COMMAND CENTER	Event Director Control	RX: 451.1375 TX: 456.1375 [slot 1]	All Tough Mudder Managers on this Channel.
REPEATER Radio #: 10	"OPERATIONS"	NON-MEDICAL Stakeholders	Operations Manager	RX: 451.1375 TX: 456.1375 [slot 2]	All non-medical Emergency Services & other stakeholders.
REPEATER Radio #: 38	"FRONT OF HOUSE"	BASE MANAGEMENT	Base Manager	RX: 451.1625 TX: 456.1625 [slot 1]	All Base Area Resources & Services (Staffing, Vols, Logistics, F&B).
REPEATER Radio #: 40	"FIELD OF PLAY"	COURSE MANAGEMENT/ Construction	Course Manager	RX: 451.1625 TX: 456.1625 [slot 2]	Course Leaders-4, Water Hauler- 1, Const.-3
REPEATER #:	"MEDICAL"	ALL MEDICAL COMMUNICATIONS	Medical Dispatch/ Medical Director	RX: 451.6375 TX: 451.6375 [slot 1]	Medical Response Units (First Aid, EMS, ALS, Dive Team).
REPEATER #:	"SUPPORT"	VOLUNTEER COMMUNICATION	WORKFORCE MANAGER		
REPEATER Radio #:	"PARKING"	EVENT PARKING	Transportation Manager	RX: 452.5625 TX: 457.5625 [slot 1]	This channel will be used as a non-repeater channel
REPEATER Radio #:	"SECURITY"	EVENT SECURITY	Security Manager	RX/ TX: 461.3375 461.3375 [TA]	For Event Security Manager.
TALK AROUND Radio #:	"MEDIA"	-----	-----	RX/TX: 461.3625	Spare non-repeater channel.
TALK AROUND Radio #:	"BACK UP COMMAND"	BACK UP FOR ALL CHANNELS	Event Director Control	RX/TX: 462.8625 [TA]	This is the channel all non-medical should switch to if repeaters go down.
TALK AROUND Radio #:	"BACK UP MEDICAL"	BACK UP FOR MEDICAL CHANNEL	Event Director Control	RX/TX: 462.8625 [TA]	This is the channel all medical should switch to if repeaters go down.
TALK AROUND Radio #:	"DATA"	BACK UP SPARE CHANNEL			Spare non-repeater channel.

4. Special Instructions

All Channels listed above will report into "CONTROL" on the CONTROL CHANNEL. If repeaters go down on CONTROL CHANNEL, all units should switch to "BACK UP CONTROL CHANNEL".

If there is a medical incident, the name, location, and a brief description of the participant needing medical response should be communicated to the Medical team through the Medical Channel or Control Channel. The nature of the injury should never be discussed over the radio.

If MAJOR INCIDENT occurs, all units should notify CONTROL immediately using "URGENT, URGENT, URGENT" radio call (through respective managers connected to control if needed). Control will hold all other calls for the "URGENT" and the name, location, and a brief description of the incident should be communicated.

PREPARED BY (OPERATIONS MANAGER) Jen Mizono	APPROVED BY (DEPUTY SAFETY COORDINATOR.)	DATE [Date]	TIME 1200
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TOUGH MUDDER MEDICAL PLAN (ICS FORM 206)

1. Incident Name: 17.09.16.WA

2. Operational Period: Time From: 0700 Time To: 1700

3. Specialized Event Medical Staffing

Identified	Location	Level of Service: Saturday			Level of Service: Sunday			AED
Main Medical	Base Area	MD: 2	RN: 5	ALS: 2	MD: 1	RN: 3	ALS: 2	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Roaming Medical Team	Between Base and Course	FA: 9	EMT: 14	ALS: 1	FA: 9	EMT: 14	ALS: 1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

4. Transportation (Indicate Air or Ground)

Service	Location	Contact Number(s)/Frequency	Level of Service
Kings' County Medic 1	20811 84th Ave S, Kent Wa	206-296-8550	ALS <input checked="" type="checkbox"/> BLS <input type="checkbox"/>
Tri Med Ambulance	18821 E. Valley Highway, Kent Wa	206-988-5000	ALS <input type="checkbox"/> BLS <input checked="" type="checkbox"/>
			ALS <input type="checkbox"/> BLS <input checked="" type="checkbox"/>
			ALS <input type="checkbox"/> BLS <input type="checkbox"/>
			ALS <input type="checkbox"/> BLS <input type="checkbox"/>

5. Hospitals

Hospital Name	Address (Lat. & Long. if Helipad)	Contact Number(s)/Frequency	Travel Time		Trauma Center	Burn Center	Helipad
			Air	Ground			
Harborview Medical Center	325 9th Ave, Seattle Wa	206-731-3000	20	59	Yes, 1	Yes	Yes
Good Samaritan Community Hospital	407 14th Avenue SE, Puyilly, WA	253-697-4000		33			

6. Special Emergency Procedures:

Each experienced responder will be equipped with a backboard as well as AED. Based on the participant's injury, the decision will be made by the EMT responder, whether or not the participant will be transported to the medical tent or directly to an ALS transport ambulance. Determination on transport is based on the injury type. Transport to be used will be based on the current responders' course location.

- All incidents requiring a medical response will be routed through Jersey City Medical Center. Local EMS will assume patient care for any participant requiring/requesting care beyond basic first aid.

- Emergency medical services will be operating on the radio Medical channel.

- AEDs will be located at Walk the Plank, Electric Shock Therapy and Main Medical. Rovers will have AEDs.

7. Prepared By: (Medical Manager): Eileen Yost BS, RN Director of Clinical Services, Tough Mudder Medical

8. Approved By: (Operations Manager): Name: Jen Mizono

ICS 206

IAP Page: 13

Date/Time: [Date]

TOUGH MUDDER MEDICAL PLAN (ICS FORM 206 - OBSTACLE ADDENDUM)

2. Incident Name: 17.09.16.WA

2. Operational Period: Time From: 0700 Time To: 1700

3. Specialized Event Medical Staffing

Identified Location	Level of Service: Sat			Level of Service: Sun			Water Rescue: Sat.		Water Rescue: Sun.	
Obstacle	FA	EMT	ALS	FA	EMT	ALS	Lifeguards	Divers	Lifeguards	Divers
Kiss of Mud 2.0	1			1						
Skidmarked		1			1					
Devil’s Beard	1			1						
Berlin Walls		1			1					
The Block Ness Monster		1			1		3		3	
Hero Carry	1			1						
Mud Mile 2.0	1			1						
Abseil		1			1					
Everest 2.0		1			1					
Cliff Hanger	1			1						
Abseil #2		1			1					
Quagmire	1			1						
Pyramid Scheme		1			1					
Augustus Gloop		1			1		4		4	
Lumberjacked	1			1						
Birth Canal	1			1						
Balls to the Wall		1			1					
Bale Bonds		1			1					
Stage 5 Clinger		1			1					
Killa Gorilla	1			1						
Mineshafted		1			1					
Funky Monkey		1			1		3		3	
Arctic Enema		1			1		2		2	
EST/Kong			1			1				

4. Obstacle Notes: Each obstacle staffed with either EMT or Water Safety person to also act as obstacle supervisor, briefed by Medical Manager & Course Manager prior to event. Each obstacle will be in communication with Event Command Center through the Medical Channel on TM radios. Electric Shock Therapy will have an AED. If an injury or complain occurs, the medic assigned to the obstacle will either treat and release, treat and call for non-priority transport, or call for priority.

5. Prepared By: (Medical Manager): Name Eileen Yost BS, RN Director of Clinical Services, Tough Mudder

6. Approved By: (Operations Manager): Name: Jen Mizono

ICS 206

IAP Page: 14

Date/Time: [Date]

HOSPITAL ROUTES

Palmer Coking Coal Company LLP

31407 WA-169, Black Diamond, WA 98010

Drive from WA-169 N and I-5 N to Seattle. Take exit 16

- ↑ 1. Head north on WA-169 N/3rd Ave toward Sur
i Continue to follow WA-169 N
- ↗ 2. Turn left to merge onto I-405 S toward Tacon
- ↘ 3. Take the Interstate 5 N exit toward Seattle
- ↗ 4. Merge onto I-5 N
- ↘ 5. Use the 2nd from the right lane to take exit 1
- ↙ 6. Keep left to continue toward James St
- ↘ 7. Keep right, follow signs for James St

Continue on James St. Drive to 9th Ave

- ↘ 8. Turn right onto James St
- ↘ 9. Turn right onto 9th Ave
i Destination will be on the right

Harborview Medical Center

325 9th Ave, Seattle, WA 98104

Palmer Coking Coal Company LLP

31407 WA-169, Black Diamond, WA 98010

Get on WA-18 W in Auburn from SE Auburn-Black Diamond Rd and SE Lake Holm Rd

↑ 1. Head south on 3rd Ave toward Black Diamond Ravensdale Rd

➔ 2. Turn right at Black Diamond Ravensdale Rd

➔ 3. Turn left

➔ 4. Turn left onto Lake Sawyer Rd SE

➔ 5. Sharp right onto SE Auburn-Black Diamond Rd

➔ 6. Turn left onto SE Lake Holm Rd

➔ 7. Turn right onto SE 334th St/SE Lake Holm Rd

➔ Continue to follow SE Lake Holm Rd

➔ 8. Turn left onto SE Auburn-Black Diamond Rd

➔ 9. Turn left to merge onto WA-18 W

Continue on WA-18 W. Take WA-167 S to S Meridian in Puyallup. Take the exit toward Meridian Street S from WA-512 W

➔ 10. Merge onto WA-18 W

➔ 11. Take the exit onto WA-167 S toward Puyallup

➔ 12. Use the right 2 lanes to take the WA-512 W exit toward WA-161 S/Puyallup/Olympia

↑ 13. Continue onto WA-512 W

➔ 14. Take the exit toward Meridian Street S

Continue on S Meridian to your destination

➔ 15. Turn left onto S Meridian

➔ 16. Turn left onto 15th Ave SE

➔ 17. At the traffic circle, take the 3rd exit onto 3rd St SE

➔ 18. Turn right

➔ Destination will be on the right

Good Samaritan Hospital

Puyallup, WA 98372



Tough Mudder Seattle 2017 Event Operations Plan

Palmer Coking Coal Co.
31407 WA-169, Black Diamond, WA 98010

Saturday, September 16–
Sunday, September 17, 2017

Recipients shall hold and treat the Confidential Information in strict confidence and shall not, without the prior written consent of the Tough Mudder Inc, disclose or permit disclosure of Confidential Information by their Representatives. Recipients agree not to use or derive benefit from the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with the Transaction. Moreover, Recipients agree to disclose Confidential Information only to those Representatives who have a need to know the Confidential Information in order to assist in evaluating a possible Transaction, and who are informed of the strictly confidential nature of the Confidential Information. Recipients shall be responsible for any breach of this Agreement by their Representatives.

Tough Mudder Seattle 2017 Event Operations Plan

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Tough Mudder Seattle 2017 Event Operations Plan

INTRODUCTION

Tough Mudder is a 10-12 mile course featuring 20+ military style obstacles designed to test participants' all around strength, stamina, and mental grit. Tough Mudder is not a timed race - we stress the importance of camaraderie and teamwork, encouraging everyone to help each other complete all obstacles and finish the course.

Our events have been taking place since 2010 in the United States. In 2016, Tough Mudder held over 60 events throughout the United States, Canada, the United Kingdom, Australia, Mexico and Asia. The number of events and locations will continue to grow in 2017. To date, Tough Mudder is proud to have helped raise over \$12 million dollars for charities around the world.

In 2016 we introduced Tough Mudder Half, which will be happening concurrently with the Tough Mudder event. This will share a portion of the 10 mile course and obstacles, but only cover about 5 miles of distance. Participants and spectators will start and finish in the same location.

EVENT ATTENDANCE AND TIMELINE

Below is a brief overview of the event timeline and attendance:

	Saturday	Sunday
Date	September 16	September 17
First Start Wave	7:45 AM	9:00 AM
Last Start Wave	1:15PM	10:00 AM
Event Operating Hours	7:00 AM – 7:00 PM	8:00 AM – 5:00 PM
Participants	6,357	1,351
Total On-Site (Includes Spectators)	6,959	1,484

For a more detailed run of show, see Appendix A.

VENUE SUMMARY

Name	Palmer Coking Coal
Address	31407 WA-169, Black Diamond, WA 98010
Size	Approx. 200 Acres for Course Approx. 4 Acres for Event Village
Primary Contact	Bill Kombol
Phone Number	(425) 432-4700
Relevant Event Permits	Temporary Business License Special Event Permit Police Agreement

Tough Mudder Seattle 2017 Event Operations Plan

PHASES OF OPERATION

The planning process for the Tough Mudder Event Operations team begins at least three months prior to the event weekend. The following table outlines the phases in which the team plans and executes the event.

Phase	Description	Date
Site Visit and Course Design	Initial visit by Event Operations Team to meet stakeholders and plan all aspects of the event, including parking, traffic, event village, course, and construction.	April 2017
Course Construction	Period in which event village and course obstacles are constructed by Tough Mudder contractor.	August 28 – September 15, 2017
Load In	The Event Operations Team will arrive the Monday before the event weekend to receive deliveries, setup temporary infrastructure, mark the course route, and load in vendors/sponsors.	September 11 – 15, 2017
Event Operations	Event weekend when all participants, spectators, and workforce are on-site.	Saturday, September 16 7:00 AM – 7:00 PM Sunday, September 17 8:00 AM – 7:00 PM
Load Out	Monday following the event, the Event Operations Team will break down temporary infrastructure and oversee removal of rental equipment and trash.	September 18 – 19, 2017
Site Restoration	Period in which obstacles are removed and site restoration work is carried out.	September 18 – 21, 2017

Tough Mudder Seattle 2017 Event Operations Plan

EVENT STAKEHOLDERS

Participants	All patrons running the Tough Mudder course. All participants must be 18 or older, or 16-17 with a chaperone to take part in the event.
Spectators	All patrons viewing the Tough Mudder course. Spectator routes are marked with wayfinding signs to watch obstacles and take photographs of those participating in the event.
Workforce	All volunteers, independent contractors, temporary labor, and Tough Mudder staff on-site during event week and weekend to support the operation of the event.
Venue	Bill Kombol will act as Tough Mudder's main point of contact for all venue related questions.
Vendors	Contractors and suppliers that provide services/equipment for the event.
Partner Activations	Official Tough Mudder Partners on both the local and national level will be present in Mudder Village.
Police	Tough Mudder has informed the local police of the Parking and Traffic Management Plan.
Emergency Service Providers	Tough Mudder's Medical Director, Dr. Stu Weiss, will contact local EMS and Fire regarding the weekend's medical operation to ensure they are kept in the loop or our operation.
Community Groups	Tough Mudder will work with the Kiwanis Club of Black Diamond to handle all beer service at the event.

CONTACT LIST

Role	Name	Organization	Phone
VP, Event Operations	Jon Barker	Tough Mudder	631-965-3488
Event Director	Jen Mizono	Tough Mudder	925-786-7482
Construction Manager	John Young	Tough Mudder	908-723-5736
Event Ops. Supervisor	Kaitlyn Dychala	Tough Mudder	610-703-5864
Course Ops. Supervisor	Peter Franklin	Tough Mudder	610-703-5864
Event Ops. Coordinator	Jenn Moffatt	Tough Mudder	631-275-6908
Course Ops. Coordinator	John Hart	Tough Mudder	203-214-2562
Crisis Comms. Manager	Chris Maltbie	Tough Mudder	732-267-5201
Venue	Bill Kombol	Palmer Coking Coal	480-267-6193
Medical Director	Stu Weiss	MedPrep	917-921-2490
Police	Jamey Kiblinger	Black Diamond Police	-
Fire	Robert Young	City of Black Diamond	253-735-0284
City	Natalie Oosterhof	City of Black Diamond	360-886-5719

Tough Mudder Seattle 2017 Event Operations Plan

RADIO COMMUNICATION

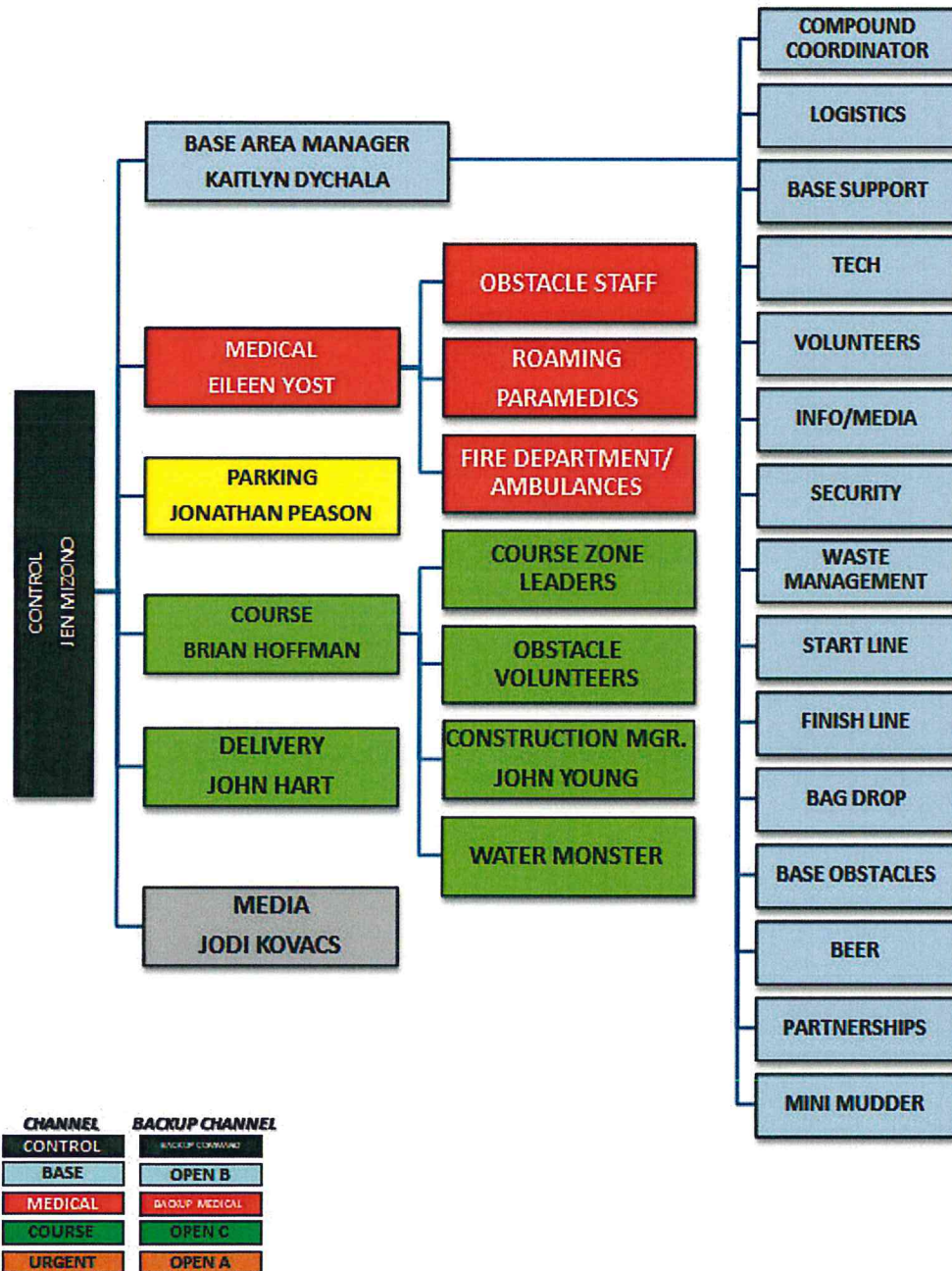
Well established and tested radio communication structures are being implemented to ensure that Tough Mudder Seattle runs smoothly, and that any issues and/or incidents which do arise can be dealt with efficiently and effectively.

- Tough Mudder Seattle will be delivered by an integrated event team, led by the Event Director. Key event operations roles have been identified and will be filled by experienced individuals. Position Descriptions for these roles clearly outline responsibilities and reporting channels. A similar staffing model has been used successfully at many previous Tough Mudder events.
- Tough Mudder follows the Incident Command System (ICS): a systematic tool used for the command, control, and coordination of emergency responses.
- All staff in a management or supervisory role will be issued a radio. A number of radio channels will be used, with radio users logically assigned to one of these channels according to their role. The 'lead' /manager on each channel will carry a second radio, and will be linked with other 'leads' on the 'Control' radio channel. All channels will be monitored by a person filling the role of 'Control', who will have the capacity to pass information to relevant individuals on any radio channel.
- An Event Command Center (ECC) will be established and will operate for the duration of the event. The ECC will be managed by 'Control', a role responsible for monitoring radio channels and disseminating information to relevant parties. Control will have the capability to contact key members of the event team, including the Event Director, the event's medical providers and other emergency services providers at any time.
- A comprehensive contact list containing contact details for all relevant stakeholders and emergency service providers has been compiled and distributed to the event team, and will be available in the ECC for the duration of the event.
- An organizational chart has been produced for the event, clearly identifying the chain-of-command amongst core members of the Event Team; this organizational chart also serves to illustrate Tough Mudder's communication structure, identifying the various radio channels that will be used during the event, and the roles/individuals using each channel. Protocols on the use of radios have been developed and all staff has been trained on them.

Tough Mudder Seattle 2017 Event Operations Plan

COMMUNICATION CHART

Up to 150 radios will be used during the event, and will be stored and charged and distributed in the Logistics Field Warehouse. Chargers, spare batteries, ear pieces, antennas and hand mics have been scoped. A Radio Repeater will be installed on site to enable long-distance radio communications.



Tough Mudder Seattle 2017 Event Operations Plan

EVENT OPERATIONS

PARKING AND TRAFFIC

The means by which participants, spectators and staff travel to and from the venue is a key element of planning for all Tough Mudder events.

A comprehensive Parking and Traffic Plan* has been developed for Tough Mudder Seattle, addressing on-site parking, the flow of vehicles into and out of the venue, required signage and traffic management, contingency plans, and staffing requirements.

The following tables outline key information regarding Tough Mudder Seattle's Parking and Traffic plans:

Key Participant Population Centers	Seattle: 45 minutes Tacoma: 40 minutes
Key Highways and Roads	Lake Sawyer Rd. Roberts Dr. Hwy 169
Parking Lot Location(s)	On-Site at Venue <ul style="list-style-type: none">• General Parking• Preferred Parking• Premium Parking
Shuttle Buses	N/A
Local Traffic Management Authority	Black Diamond Police
Parking Management Company/Group	TMS

	Saturday	Sunday
Participant Start Waves	8:00 AM – 1:15 PM 200 every 15 minutes	9:00 AM – 10:15 AM 200 every 15 minutes
Total Cars Expected	3,240 Cars <ul style="list-style-type: none">• 3,020 Participant• 200 Volunteer/Staff• 20 VIP	865 Cars <ul style="list-style-type: none">• 645 Participant• 200 Volunteer/Staff• 20 VIP
Spaces Available	3,600 On-Site	3,600 On-Site
Ingress Hours	7:00 AM – 11:30 AM 637 cars/hour	8:00 AM – 9:30 AM 515 cars/hour
Egress Hours	11:00 AM – 5:15 PM 432 cars/hour	12:00 PM – 3:00 PM 92 cars/hour
Parking/Traffic Staff	20 staff for parking management 6 officers for traffic management	12 staff for parking management 5 officers for traffic management

**A full Parking and Traffic Plan is available upon request.*

Tough Mudder Seattle 2017 Event Operations Plan

COURSE

The following table provides a summary of the course for Tough Mudder Pittsburgh:

Length	10.1 Miles
Obstacles/Features	22
Water Stations	6
Estimated Completion Time	First finisher expected to take 1 hour 45 min Average finisher expected to take 3.5 hours Slowest finisher expected to take up to 6 hours

For a full course map, including obstacles, see Appendix B.

MUDDER VILLAGE AND SERVICES

The area in which participants start and finish the course is referred to as “Mudder Village.” This area is also where a range of services will be available to all patrons throughout the event weekend. The following table provides a summary of the key services being provided:

Check-In	All participants and spectators will enter the event village area through the check-in tent. All patrons must have a paid ticket accompanied by a signed waiver upon entry and will be given a wristband once processed.
Ticket Sales/Information	A Tough Mudder HQ employee and volunteers will staff the Ticket Sales and Information tents for day-of admissions, customer service questions, and lost and found.
Bag Drop	Participants will be able to check their belongings at “Bag Drop” for a \$10 fee.
Food & Beverage	There will be a variety of food and non-alcoholic beverages for sale to all event attendees. There will also be beer for sale in the designated beer garden for those 21+.
Merchandise	Our retail partner will have a tent setup with Tough Mudder apparel for sale.
Giveaways	Upon crossing the finish line, participants will receive a number of giveaways such as product samples, t-shirt, and headband.
Partner Activations	Within Mudder Village, there will be a number of features sponsored by our local and national partners.
Rinse Stations	A rinse area will be available to wash off mud once the course is complete.
Entertainment	Music will be played throughout Mudder Village via iPod for the duration of the event. There will also be an emcee at the Warm Up Zone, Start Line, and Finish Line.

For a full Mudder Village map, see Appendix C.

Tough Mudder Seattle 2017 Event Operations Plan

FOOD AND ALCOHOL SERVICES

Tough Mudder Seattle will have food, non-alcoholic beverages, and beer for sale to all patrons on-site during the event weekend. In addition to purchased items, there will be a number of samples and potable water available for participants on course.

Food Concessionaires	Thai U Up Food Truck Charlie's Food Truck Lula Salads
Alcohol Non-Profit Group	Kiwanis Club of Black Diamond
Typical Alcohol Service Hours	Saturday: 9:00 AM – 6:00 PM Sunday: 10:00 AM – 5:00 PM
Product Sampling (Course and Finish Line)	Bananas HoneyStinger Bars Pretzels
Potable Water Provider	Water Monster
Potable Water Locations	6 – Course 2 – Mudder Village

Identification Checks: All participants and spectators wishing to enter the event area will be required to show ID at the registration tents prior to entering Mudder Village. They'll be given an orange wristband indicating they are over 21, and this wristband will be checked at any point of sale. Roughly 87% of participants are 21+ years of age.

Additional Checkpoints: In the event that a participant wearing a wristband may appear to be under the age of 21, an escort will be provided to allow the participant to retrieve his/her ID from the Bag Drop tent, and then return if age has been appropriately validated. All bartenders serving beer have the right to question and re-check identification for those who may look to be under age.

SECURITY AND CREDENTIALS

Tough Mudder has contracted Landmark Events Staffing Services to provide event security for Tough Mudder Seattle. Security staff will be on-site overnight throughout the week leading up to the event and during the event weekend.*

Overnight Security is responsible for protecting assets from theft and managing access into the event village and back of house areas.

During the event, there will be one guard from Landmark Events on-site to help ensure that only participants are entering the course.

In addition, we will have two staff positioned at the Entrance/Exit point to ensure all patrons have a proper credential, the Bag Drop tent to ensure there are no problems with theft, the Beer Garden, and at the church down the road to ensure no participants are parking there.

****A full Security and Credential Plan is available upon request.***

Tough Mudder Seattle 2017 Event Operations Plan

WASTE MANAGEMENT AND DISPOSAL

Tough Mudder is committed to keeping event sites clean at all times. All waste generated by the event will be appropriately stored and removed from the site.

Trash bins and dumpsters will be sourced for placement around the event site. These will be strategically positioned in areas where large amounts of waste are likely to be generated. Contract cleaning staff will be scoped and will be present on site throughout the weekend to perform litter picking and to empty trash bins. Dumpsters will be emptied at the conclusion of the event.

The following is a summary of the Waste Management arrangements for the event:

Waste Management Staffing Provider	Clean Vibes
Waste Management Staff*	8 Saturday 8 Sunday 3 Monday
Dumpster Provider	National Dumpster Delivery
Dumpsters On-Site	2 – 30 yd. Dumpsters for Mudder Village 1 – 30 yd. Dumpster for Field Warehouse 1 – 30 yd. Dumpster for Parking Lot 4 – 20 yd. Dumpsters for Course
Portable Toilet Provider	United Site Services
Portable Toilets On-Site	44– Mudder Village 2 – Field Warehouse 24 – Course 3 – Parking

**A full Waste Management Staffing Plan is available upon request.*

LOGISTICS

A Logistics Compound and Field Warehouse will be established on site. All equipment and product required for the event will be delivered to the Logistics Compound. Receipt, distribution and recovery of all equipment/product will be managed by a dedicated Logistics Coordinator.

TECHNOLOGY

Laptops will be set-up in the Event Command Center and Event Operations Center for use by Tough Mudder staff. Internet access will be available through Tough Mudder owned technology equipment in order to service our Registration Platform, Eventbrite.

Scanners will be used to check in participants and spectators and to assign bib numbers to the runners. This information is available in real time to those in the Event Command Center so information about all participants on course, including Emergency Contact Information, is readily available based on bib number. Staff working at the Information Tent in the Base Area will also have iPads in order to check in participants and troubleshoot any registration issues.

Tough Mudder Seattle 2017 Event Operations Plan

SAFETY

The health and safety of all participants, spectators, staff and others on-site throughout Tough Mudder Seattle is a priority of the Event Team.

Responsibility for managing incidents across the event site rests with the Tough Mudder Event Team, led by the Event Director.

OCCUPATIONAL HEALTH AND SAFETY

Tough Mudder uses the following protocol to make sure the event site is as safe as possible and to minimize the risk of harm to any individual:

- Guidelines have been developed and will be implemented at the event, including:
 - Loading and Unloading Vehicles
 - Setting Up and Packing Down Infrastructure
 - Use of Utility Terrain Vehicles (UTVs)
- In the event of an incident, one or more experienced team members have been designated as 'safety officer' to assist in the management of the incident.
- A series of checks are carried out to ensure the site is safe before gates are opened to participants and spectators.

MEDICAL ARRANGEMENTS

Tough Mudder events attract large numbers of people and are physically challenging by their nature. Tough Mudder's Medical Director, Dr. Stuart Weiss, has been responsible for confirming that the staffing levels at each obstacle are in line with Tough Mudder's Standard Operating Procedures and Medical Protocol. Dr. Weiss' team, MedPrep, has been responsible for coordinating local resources to ensure the event is fully staffed with the correct number of medical personnel of each certification level, and ambulances have been contracted to stage at the event and respond to any and all incidents requiring ALS level care.

There will be a medical presence on site at all times while participants and spectators are on-site. Medical personnel ranging from first responders to paramedics will be stationed at various locations around the course, and there will be a medical triage tent in Mudder Village, ensuring a short response time for any medical incident that occurs. Six teams comprised of an off road UTV driver and a paramedic will be assigned to zones on the course and will be roving around throughout the day and responding to on-course injuries. Each UTV is affixed with a stoke basket and is transport capable should a patient need to be removed from course.

Tough Mudder Seattle 2017 Event Operations Plan

INCIDENT MANAGEMENT

The following measures have been put in place to ensure that any incident that does occur is quickly identified and responded to in an efficient and effective manner:

- Tough Mudder creates an Incident Action Plan (IAP) for each event to ensure everyone is working in concert toward the same goals set for the event.
- Key Event Operations Roles have been identified for the event, responsibilities for each role have been clearly defined, and each role will be filled by an experienced Tough Mudder staff member.
- Details of all major incidents will be logged in the ECC by 'Control' or a logger on a real-time basis, ensuring an up-to-date record of what has occurred, actions taken in response, and relevant timings.
- Emergency Action Plans (EAPs) have been developed for a number of specific scenarios, and event team staff have been briefed on how to respond if such incidents occur.
- A number of medical staff as well as 1-2 ambulances will be on site throughout the event.
- The local Police and Fire Departments have been informed about the event and appropriate contacts have been identified should additional assistance be required on site.
- Emergency vehicle access points and a helicopter landing area have been identified for the site and included in plans, should these be required.
- Incident Report Forms are available on site and all staff will be instructed to complete these for any incidents they witness/report.
- A Tough Mudder Operations Executive will be on-duty at all times during the event (potentially off-site), and will be available to assist in arranging additional support for and providing guidance to the Event Director if required.

Further details about incident management arrangements will be available in the following documents upon request:

- ***Emergency Action Plans***
 - Death or Serious Injury;
 - Obstacle Failure or Collapse;
 - Major Traffic Incident;
 - Severe Weather;
 - Evacuation;
 - Non-controlled Fire
- ***Emergency Vehicle Access and Helicopter Landing Area Plan***
- ***Incident Action Plan (IAP)***

Tough Mudder Seattle 2017 Event Operations Plan

APPENDIX A: EVENT TIMELINES

EVENT TIMELINE		
Saturday, September 16, 2017		
TIME	ACTION	LEAD
5:00 AM	TMHQ Team ON SITE	TMHQ Teams
5:00 AM	Parking Staff In Place	Parking Management
6:00 AM	ALL Parking Lots Open	Parking Management
6:00 AM	Volunteer Shift #1 Arrival	Workforce
6:05 AM	SUNRISE	ALL
6:45 AM	AM Volunteer Presentation & Deployment	Workforce
6:45 AM	Base Area Sweep	Base Area Manager
7:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
7:00 AM	EVENT OPENS	Base Area Manager
7:30 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
7:45 AM	Tougher Mudder Wave	Operations Manager
8:00 AM	First TM Start Wave	Operations Manager
10:00 AM	First TM Half Wave	Operations Manager
11:00 AM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
11:30 AM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
12:30 PM	Registration Closes	Parking Management
12:30 PM	Last Start Wave	TMHQ Teams
12:50 PM	Start Line Closes	Base Manager
5:30 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
5:30 PM	Course Closes	Course Manager/ Medical Manager
6:00 PM	Beer Sales Shutdown	Base Area Manager
6:00 PM	EVENT CLOSES	Operations Manager
6:53 PM	SUNSET	ALL

STARTERS PER WAVE:	300
TOTAL STARTERS EXPECTED:	6357
TOTAL SPECTATORS EXPECTED:	602
TOTAL BODIES ON SITE EXPECTED:	6959

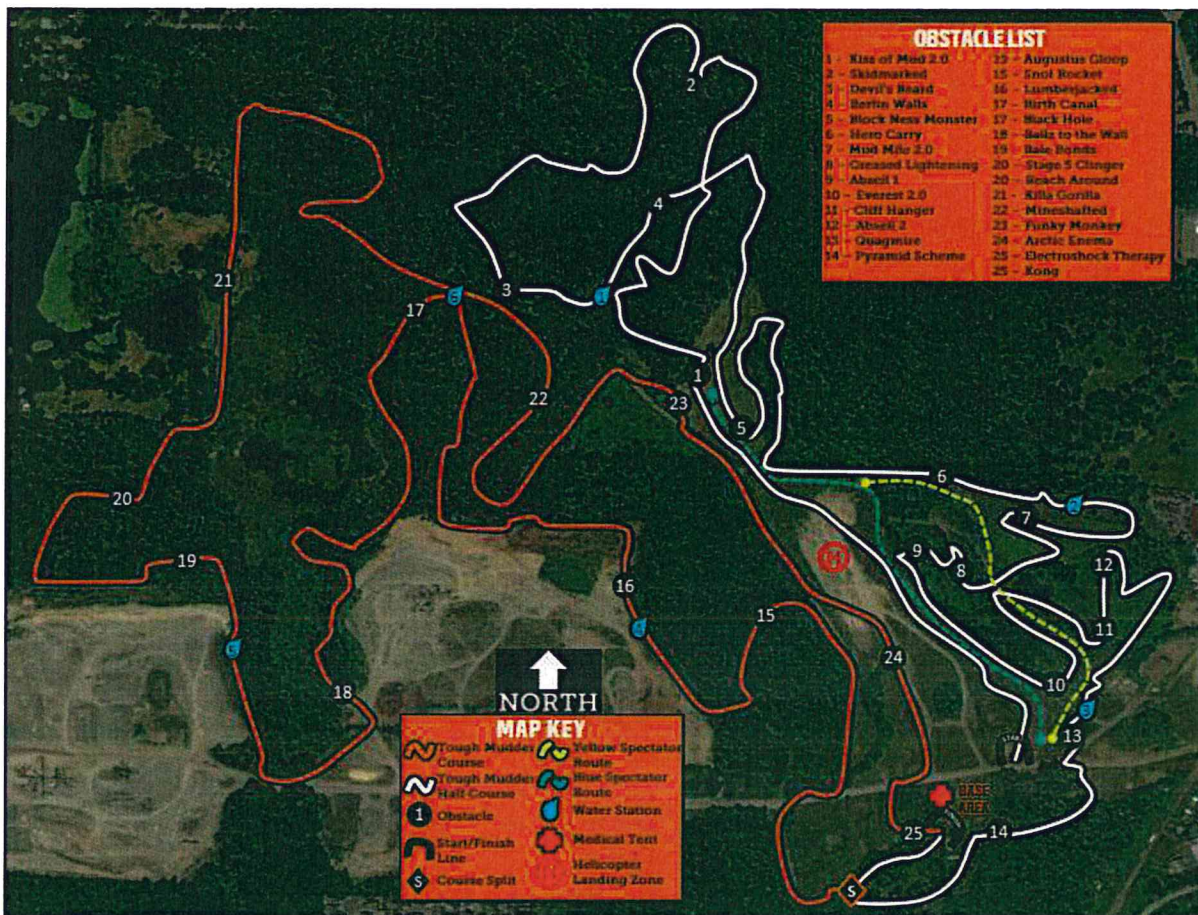
Tough Mudder Seattle 2017 Event Operations Plan

EVENT TIMELINE		
Sunday, September 17, 2017		
TIME	ACTION	LEAD
6:00 AM	TMHQ Team ON SITE	TMHQ Teams
6:00 AM	Parking Staff In Place	Parking Management
6:04 AM	SUNRISE	ALL
7:00 AM	ALL Parking Lots Open	Parking Management
7:00 AM	Shuttle Buses Begin	Parking Management
7:45 AM	AM Volunteer Presentation & Deployment	Workforce
7:45 AM	Base Area Sweep	Base Area Manager
8:00 AM	<u>ALL Parking - Est. Heavy INGRESS BEGINS</u>	Parking Management
8:00 AM	EVENT OPENS	Base Area Manager
8:40 AM	Confirm Course & Medical Ready	Course Manager/ Medical Manager
8:45 AM	Load First Start Wave	Base Area Manager
9:00 AM	First Start Wave	Operations Manager
10:00 AM	First TM Half Wave	Operations Manager
10:00 AM	Registration Closes	Parking Management
10:00 AM	Last Start Wave	TMHQ Teams
10:20 AM	Start Line Closes	Base Manager
11:30 AM	<u>ALL Parking - Est. Heavy INGRESS ENDS</u>	Parking Management
12:00 PM	AM/PM Volunteer Shift Change	Workforce
12:00 PM	<u>ALL Parking - Est Heavy EGRESS BEGINS</u>	Parking Management
3:00 PM	<u>ALL Parking - Est. Heavy EGRESS ENDS</u>	Parking Management
5:30 PM	Course Closes	Course Manager/ Medical Manager
6:00 PM	Beer Sales Shutdown	Base Area Manager
6:00 PM	EVENT CLOSES	Operations Manager
6:54 PM	SUNSET	ALL

STARTERS PER WAVE:	300
TOTAL STARTERS EXPECTED:	1351
TOTAL SPECTATORS EXPECTED:	133
TOTAL BODIES ON SITE EXPECTED:	1484

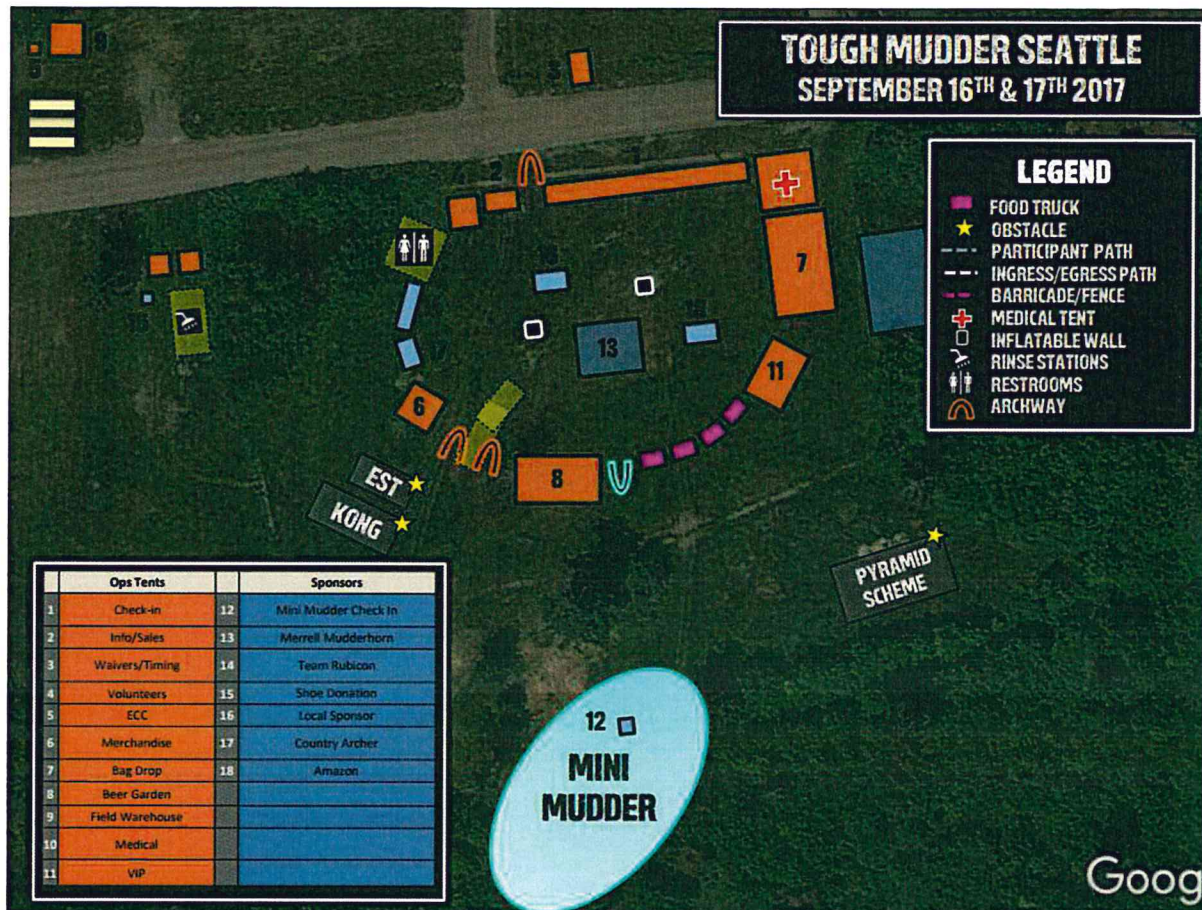
Tough Mudder Seattle 2017 Event Operations Plan

APPENDIX B: COURSE MAP



Tough Mudder Seattle 2017 Event Operations Plan

APPENDIX C: MUDDER VILLAGE MAP





**Washington State
Department of Transportation**

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 4, 2017

Jen Mizono,
Manager of Event Operations Western Region
Tough Mudder, Inc.
15 Metrotech Center, Floor 7
Brooklyn, NY 11201

Dear Ms. Mizono:

Enclosed for signature and return is our WSDOT Northwest Region Special Event Letter of Agreement #17Apr815 for Tough Mudder Seattle PCMS placement on SR 169 from Saturday, September 16th 2017 through Sunday, September 17th 2017; and, flagging operations on SR 169 on Saturday, September 16th and Sunday, September 17th 2017.

Please review the agreement carefully and indicate your concurrence by countersigning and returning the enclosed copy for final processing by Tuesday, August 15th 2017. You may email the agreement to Patricia Hardway (hardwap@wsdot.wa.gov) and myself (NauB@wsdot.wa.gov) at the Washington State Department of Transportation, P.O. Box 330310, MS 125, Seattle, WA 98133-9710; or, fax to 206-440-4804. Please note that failure to meet the conditions set forth in the agreement will render the agreement invalid.

Should you have any questions or concerns, you may contact Patricia Hardway of my staff at 206-440-4474.

Sincerely,

for Bonnie Nau
Construction Traffic & Central Operations Manager

BN/pjh

Enclosure: Agreement; Exhibit A

WSDOT NW Region Special Event Letter of Agreement #17Apr815
Tough Mudder Seattle -- SR 169

This agreement is made and entered into on this 8 day of Aug 2017, by and between the Manager of Event Operations Western Region, *Jen Mizono*, hereinafter referred to as the "EVENT COORDINATOR," representing *Tough Mudder, Inc.*, for the purpose of staging an event on state highway(s) rights of way.

Event Description

The 2017 **Tough Mudder Seattle** is hereinafter referred to as the "EVENT".

Whereas, WSDOT and the Washington State Patrol, hereinafter referred to as "WSP" have determined that the EVENT may impact normal traffic operations on state highway(s) to the extent that special traffic controls or other safety considerations are required.

Whereas, WSDOT with the advice of WSP conditionally approves EVENT sign placement and traffic control within Black Diamond city limits and per city permit, at the access to the Palmer Coking Coal Company (31407 3rd Avenue Enumclaw-Black Diamond Road), in the vicinity of SR 169 mileposts 6.75 to 7.00, on the dates of Saturday, September 16th and Sunday, September 17th 2017, as follows:

1. The City of Black Diamond Police Department may conduct flagging operations at the business access entrance of the Palmer Coking Coal Company as determined in the traffic control plan approved and provided by the City of Black Diamond. The flagging hours of Police presence at the business interest are as follows:

Saturday, September 16th -- from 7:00 a.m. to 6:00 p.m.

Sunday, September 17th -- from 7:00 a.m. to 6:00 p.m.

2. EVENT PCMS placement on SR 169, in the vicinity of mileposts 6.75 to 7.00, subject to the terms and conditions of the City of Black Diamond permit, the Traffic Control section of this Agreement and the traffic control plan approved and provided by the City of Black Diamond.

The abovementioned operations are subject to the terms and conditions in this Agreement, including any Exhibits or Attachments.

Administration and Procedures

1. WSDOT enters into this written agreement with you for the purpose of defining responsibilities and requirements for EVENT operations on state highways. This

Agreement is not effective unless or until signed by you and countersigned by WSDOT prior to the commencement of the EVENT. WSDOT assumes no obligation for any EVENT, pursuant to an agreement form that is unsigned, or altered by the EVENT COORDINATOR without WSDOT concurrence. WSDOT reserves the right to postpone or deny an EVENT operation when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.

2. You are encouraged to use county roads or city streets if at all possible. You are responsible for securing approval from local agencies or communities in unincorporated areas that may be impacted by the EVENT. If the EVENT takes place on city streets without access control that are part of state highways, you shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.
3. **This agreement is contingent upon an issue of permit and approval of Traffic Control by the City of Black Diamond.**
4. You are responsible for any and all costs incurred by WSDOT and WSP during implementation and operation of the EVENT. WSDOT and WSP shall submit separate billings to you to recover individual agency costs and shall be paid by you within 30 days from receipt of the billing. If the EVENT operations require substantial use of WSDOT labor and/or equipment and materials, (to be determined solely by WSDOT, whose determination shall be deemed conclusive), you shall post a payment bond.
5. You are responsible for cleaning up immediately after EVENT operations and returning any and all state highway facilities to the state or condition that existed prior to the EVENT.
6. Any base of operations, or storage or staging area for the EVENT shall be located outside the state's right of way. Prior authorization from WSDOT shall be required for any base of operations, storage or staging areas to be located within the right of way.
7. Information in attached EXHIBITS may identify existing regulatory prohibitions of specific types of traffic on limited access highways, such as the pedestrian prohibition on full access controlled highways.

Liability

1. EVENT COORDINATOR, at solely his or her expense, shall obtain and keep in force

during the term of the EVENT, general liability insurance coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) and \$2 million in the aggregate providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the EVENT. Said general liability coverage shall be written on an "occurrence" basis, not a "claims made" basis, and shall provide coverage no less than the coverage provided by a *Commercial General Liability Coverage Form (CG 00 01 07 98 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or endorsements that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. EVENT COORDINATOR, at his or her expense, shall obtain and keep in force during the term of the EVENT commercial automobile liability coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) providing bodily injury and property damage coverage for the State of Washington as an additional insured under said policy. Said liability coverage shall provide coverage no less than the coverage provided by a *Commercial Automobile Liability Form (CA 00 01 07 97 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or any endorsement that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. An affidavit verifying proof of insurance reflecting the required coverage is required and must be in the possession of WSDOT and WSP prior to commencement of the EVENT.

4. EVENT COORDINATOR shall indemnify and hold the state of Washington harmless against any and all claims or actions of any type of nature by third parties for injuries or property damage, including all costs of defense, caused by or arising out of the EVENT.

Venue

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington, and EVENT COORDINATOR herein submits to jurisdiction thereunder.

Traffic Control

WSDOT has determined that a traffic control plan is necessary for this EVENT and shall be approved by the City of Black Diamond. Operational details specific to the EVENT shall be contained in the traffic control plan. All components of the traffic control plan shall conform to the standards of the Manual on Uniform Traffic Control

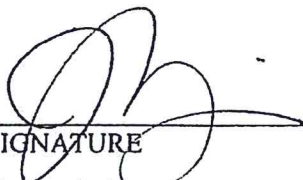
Devices (MUTCD). In addition, traffic control plans shall meet the following requirements and restrictions:

- EVENT COORDINATOR is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per approved plan prior to commencement of the EVENT.
 - EVENT COORDINATOR will provide two PCMS (Portable Changeable Message) boards for placement starting Saturday, September 16th 2017. The PCMS are to be located on Northbound and Southbound SR 169 approximately one-half mile in advance of the EVENT entrance, as shown on the City of Black Diamond approved and provided Traffic Control Plan. The PCMS will be turned off immediately upon the EVENT's conclusion, and removed shortly thereafter. Each PCMS will read:
 - *One week prior and up to the day of the EVENT:*
Phase 1 (2 seconds) "EVENT TRAFFIC SEP 16-17"
Phase 2 (2 seconds) "XX AM to XX PM".
 - *Days of the EVENT:*
Phase 1 (2 seconds) "EVENT TRAFFIC AHEAD"
Phase 2 (2 seconds) "EXPECT DELAYS"
 - THERE SHALL BE NO ADVERTISING OF THE EVENT MESSAGING ON PCMS. MESSAGING APPROVED FOR TRAFFIC INFORMATION ONLY.
 - The PCMS must be removed at the EVENT's conclusion on Sunday, September 17th 2017, or on Monday, September 18th 2017.
 - **Traffic control operations shall be performed by off-duty City of Black Diamond Police officers, and in accordance with the City of Black Diamond approved traffic control plan, and city permit.**
 - The EVENT COORDINATOR is required to comply with RCW 47.48.020. A copy of RCW 47.48.020 is attached as **EXHIBIT A**. It may or may not contain current amendments.
2. EVENT COORDINATOR and WSDOT do agree that operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location

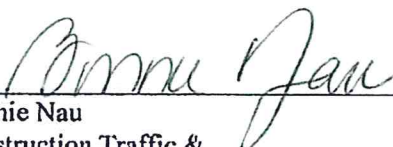
and specific time of day that any road/lane closures, or any other part of the traffic control plan may be implemented. Neither WSDOT nor WSP shall be liable for any damages, or loss arising from the decision to reopen lanes during an EVENT closure.

Please indicate your concurrence by countersigning and returning the enclosed copy of this **WSDOT Northwest Region Special Event Letter of Agreement # 17Apr815** to the address or fax number provided below; failure to do so, or any alteration of this document will render this agreement invalid. If you have any questions or concerns, please contact Patricia Hardway at 206-440-4474.

Event Signature


SIGNATURE
Jen Mazono
PRINTED NAME
Operations Manager
TITLE AS OFFICE WITH (event name)
8/8/17
DATE

WSDOT Signature


Bonnie Nau
Construction Traffic &
Central Operations Manager
WSDOT OFFICE TITLE
Aug 8, 2017
DATE
15700 Dayton Avenue North, MS 125
P.O. Box 330310
Seattle, Washington 98133-9710
ADDRESS
206 - 440 - 4804
FAX #

BN/pjh

Enclosures: Agreement; Exhibit A

cc: Stephanie Porter/WSP
Andrew Williamson/BlkDiamond
Area 4 Maintenance
WSDOT NWR TMC Engineers
NW Construction
Juan Reyes
Fred Lintz
WSDOT NW Region Event
Agreement #17Apr815;
2017 Tough Mudder Seattle

RCW 47.48.020

Notice of closure or restriction -- Emergency closure.

Before any state highway, county road, or city street is closed to, or the maximum speed limit thereon reduced for, all vehicles or any class of vehicles, a notice thereof including the effective date shall be published in one issue of a newspaper of general circulation in the county or city or town in which such state highway, county road, or city street or any portion thereof to be closed is located; and, a like notice shall be posted on or prior to the date of publication of such notice in a conspicuous place at each end of the state highway, county road, or city street or portion thereof to be closed or restricted: PROVIDED, That no such state highway, county road, or city street or portion thereof may be closed sooner than three days after the publication and the posting of the notice herein provided for: PROVIDED, HOWEVER, That in cases of emergency or conditions in which the maximum time the closure will be in effect is twelve hours or less the proper officers may, without publication or delay, close state highways, county roads, and city streets temporarily by posting notices at each end of the closed portion thereof and at all intersecting state highways if the closing be of a portion of a state highway, at all intersecting state highways and county roads if the closing be a portion of a county road, and at all intersecting city streets if the closing be of a city street. In all emergency cases or conditions in which the maximum time the closure will be in effect is twelve hours or less, as herein provided, the orders of the proper authorities shall be immediately effective.

[1982 c 145 § 5; 1977 ex.s. c 216 § 2; 1961 c 13 § 47.48.020. Prior: 1937 c 53 § 66, part; RRS § 6400-66, part; prior: 1921 c 21 § 2, part; RRS § 6840, part. Formerly RCW 47.48.020 and 47.48.030.]

WSDOT Northwest Region Special Event Agreement

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BWD Sports and Entertainment, LLC 45 Executive Drive Plainview NY 11803-9001		CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL: ADDRESS:	
INSURED Tough Mudder Inc. 15 MetroTech Center, 7th Floor Brooklyn NY 11201		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: ACE American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10120 22667	

COVERAGES

CERTIFICATE NUMBER: 235394048

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SI8ML00448161	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		SI8ML00448161	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Medical			PTPN04969443	12/31/2016	12/31/2017	Accidental Death: \$10,000 Accidental Medical: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Washington State Department of Transportation, the State of Washington, its elected and appointed officials and officers, its departments, agencies, boards, commissions, authorized agents, and employees are included as additional insureds as required by WSDOT Special Event Agreement in connection with Tough Mudder Seattle events on September 16 & 17, 2017. This insurance is primary and non-contributory for the additional insureds. Waiver of subrogation and separation of insureds are included.

CERTIFICATE HOLDER**CANCELLATION**

Washington State Dept. of Transportation
NW Region CTCO MS 125
Bonnie Nau; Patricia Hardway
15700 Dayton Ave. N
PO Box 330310
Seattle WA 98133-9710

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Notification of Special Event on State Highways

Please provide the following information for each item below that applies to your event:

Contact information: Jen Mizono

Sponsoring Organization: Tough Mudder Inc.

Name of Signature Authority: Tough Mudder Inc.

Address: 15 Metrotech Ctr. 7th Floor

City: Brooklyn

State: NY

Zip code: 11201

Phone: 925-786-7482

Signature Authority E-mail: jen.mizono@toughmudder.com

Event or activity website address: toughmudder.com

Name of the event or activity: Tough Mudder Seattle

Describe the event or activity:

10 mile mud obstacle endurance run

Date and time event or activity starts:

Saturday 9/16/17 7am and Sunday 9/17/17 at 8am

Date and time event or activity finishes:

Saturday 9/16/17 at 6pm and Sunday 9/17/17 at 5pm

Name of the city the event or activity begins in and the cross streets:

Black Diamond, WA - Palmer Coking Coal on Hwy 169 and 3rd Ave.

Name of the city the event or activity ends in and the cross streets:

Black Diamond, WA - Palmer Coking Coal on Hwy 169 and 3rd Ave.

Number of participants:

Saturday 9/16/17, ~7800 and Sunday 9/17/17, ~1300

Did this event or activity happen previously? (month, day, year)

Yes, September 24-25, 2016

Will there be road closures?

No, all private roads.

Have you prepared a traffic control plan that complies with the Manual on Uniform Traffic Control Devices (MUTCD):
(lane or road closures)

Yes, please see attached parking and traffic plan.

Describe how and where support/escort vehicles will operate:

Yes, please see attached parking and traffic plan with police posts.

Provide information about event participant compliance with laws pertaining to the use of state highways during the course of event:

Yes, please see attached parking and traffic plan.

Be prepared to provide a copy of the registration and event or activity waiver.

Contact the nearest WSDOT Regional Traffic Office if you need help completing this form. The form can be submitted electronically, or, you can submit a paper copy to the nearest WSDOT Regional Traffic Office.

Tough Mudder Seattle 2017 Planning

Meeting:

Tough Mudder and City of Black Diamond
Wednesday, April 19, 2017, 10:00AM

Attendees:

Natalie Oosterhof, City of Black Diamond
Jen Mizono, Operations Manager, Tough Mudder
Kaitlyn Dychala, Event Operations Supervisor, Tough Mudder

Agenda:

Area	Notes	Actions
2016 Feedback	<ul style="list-style-type: none">Email Sandy	
Permits	<ul style="list-style-type: none">Temporary Business License (\$15)<ul style="list-style-type: none">BUS16-0064Special Event Permit (\$100)<ul style="list-style-type: none">ApplicationOps PlanParking PlanIAPPolice Agreement (\$12k deposit)<ul style="list-style-type: none">Fill out and give to NatalieLetter with Conditions attached to permit will be sent to us separatelyCOI with City of Black Diamond listed as additionally insuredOak Lake – email sent to Andrew Williamson to Master Development Review Team	<ul style="list-style-type: none">JM to contact city clerk for TempTM to get all information by August 3 meeting (July 27) – fall back August 17 meeting (August 10)JM to email course path on city property to Natalie ASAP
Local Businesses	<ul style="list-style-type: none">Diamond Square has a new TRX place that might be interestedEnumclaw has closest high schoolsMaple Valley? Community gets very involved with local events; sponsor a lot of local eventsOak Point? Sponsored the local farmers marketBounce it Up for kids in Diamond Square?Greg Brown – parks in Maple ValleyMark Rattcliff – events in Maple Valley	<ul style="list-style-type: none">KD to reach out to Tonya Nielsen at Maple Valley and Black Diamond COC425-413-8800 City of Maple Valley

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Update or Resolution Authorizing Professional Services Agreement with DKS Associates	Agenda Date: August 17, 2017 AB17-048	
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 Pepper	X
Agenda Placement: <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments:		
SUMMARY STATEMENT: <p>Councilmembers Pepper and Morgan have placed this item on the agenda. If no contract is received prior to the meeting there will be an update on the status of it.</p>		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 17, 2017		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 17, 2017	
Resolution authorizing King County Youth and Amateur Sports Grant Agreement for gym lighting retrofit	AB17-049	
	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): \$1,000 city labor/ \$5,000 revenue	Police – Chief Kiblinger	
Fund Source: -- Facilities	Public Works – Seth Boettcher	X
Timeline: Before Oct.	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; Grant Agreement; and project budget		
SUMMARY STATEMENT: Councilmembers Deady and Edelman have placed this item on the agenda.		
<p>The City was given \$5,000 for this grant program provided we could come up with a project that fit their criteria. Replacing the gym lights fit with the \$5,000 budget and involved Active play opportunities for kids. King County staff has approved the project description and provided us with the attached grant agreement.</p> <p>The City staff will make arrangements with Puget Sound Energy lighting program to install LED lights that will also reduce our electrical bill and provide better lighting.</p> <p>FISCAL NOTE (Finance Department): The City is not contributing any cash to this project. The grant funds should cover the cost of the project as identified in the project budget sheet attached. The city is contributing a \$1,000 as in kind labor that is already budgeted for.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt a resolution authorizing the Mayor to sign a \$5,000 Youth and Amateur Sports grant agreement with King County to upgrade the lighting in the gym		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 17, 2017		

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING A \$5,000 YOUTH & AMATEUR SPORTS
GRANT AGREEMENT FOR UPGRADING THE LIGHTS IN
THE GYM**

WHEREAS, Black Diamond was selected to receive a Youth and Amateur Sports Fund ("YASF") Grant award from King County to assist in programs that provide increased athletic opportunities for the citizens of King County, Washington; and

WHEREAS, The City maintains a gym at Lawson Street to provide youth recreational opportunities; and

WHEREAS, The City would like to improve the lighting in the gym as the existing lighting in the gym is unreliable and does not provide good lighting;

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 \$5,000 Youth and Amateur Sports Grant Agreement with King County for the upgrade of the lights in the City's gym.

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



Youth and Amateur Sports Grant Agreement

Get Active / Stay Active Program

Department/Division: Natural Resources and Parks / Parks and Recreation Division

Agency: City of Black Diamond

Project: City of Black Diamond Parks

Amount: \$5,000.00 Project: Contract:

Term Period: January 1, 2017 To December 31, 2018

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Black Diamond (the "Agency"), whose address is 24301 Roberts Dr. P.O. Box 599, Black Diamond, WA 98010

WHEREAS, the Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or are acts as a fiscal sponsor for such programming;

WHEREAS, King County has selected the identified Agency to receive a Youth and Amateur Sports Fund ("YASF") Grant award to assist in programs that provide increased athletic opportunities for the citizens of King County, Washington;

WHEREAS, the Agency shall utilize the award to address an athletic need in King County; and

WHEREAS, King County is authorized to administer the YASF grant program and enter into agreements for the use of King County funds by public agencies or not-for-profit organizations to provide a service to the public under King County Ordinance 18409;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2017, and shall expire on the December 31, 2018, unless extended or earlier terminated, pursuant to the terms and conditions of this Agreement.

3. PREMISES

This grant program is located at:
25511 Lawson Street, Black Diamond WA 98010

4. PARTIES

All communication, notices, coordination, and other tenets of this Agreement shall be managed by:

On behalf of County:

Butch Lovelace, YSFG Program Manager
King County Parks and Recreation Division
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of Agency:

Seth Boettcher, Public Works Director
City of Black Diamond
24301 Roberts Dr. P.O. Box 599,
Black Diamond, WA 98010

Email: sboettcher@blackdiamondwa.gov
Phone: 360-886-5700

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Agreement after the Agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than thirty (30) days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within fifteen (15) days of the date this Agreement expires or is terminated. If the Agency'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 Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as **Exhibit II**, the Agency shall apply the funds received from the County under this Agreement in accordance with said budget. If, at any time during the Term of this Agreement, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed ten percent (10%) of the Agreement amount, then the Agency shall notify County to request approval. Supporting documents necessary to explain fully the nature and purpose of the change(s) and an amended budget must accompany each request for such approval. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize County as a fiscal sponsor for the grant program in the following manner:

- A. Plaque: At the time of project completion or dedication, whichever comes first, the Agency shall install a plaque provided by the County in a conspicuous and appropriate location that acknowledges "King County Parks" as a fiscal sponsor. The Agency may provide an alternative recognition.
- B. Events: The Agency shall invite and recognize "King County Parks" at all events promoting the project, and at the final project dedication.
- C. Community Relations: The Agency shall recognize "King County Parks" as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PRIORITY OF USE; PUBLIC ACCESS; SCHEDULING

These funds are provided for the purpose of developing and/or programming sports activities for, but not exclusively serving, persons under 21 years of age, and low and moderate income communities within King County. Fees for the program shall be no greater than those generally charged by public operators or program providers in King County.

9. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

10. MAINTENANCE OF RECORDS

- A. The Agency 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. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

- C. The Agency shall inform the County in writing of the location, if different from the Agency 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.

11. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Program upon reasonable notice during normal business hours.

12. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

13. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

14. TERMINATION

- A. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

15. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

16. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Agency in conjunction with this Agreement. **The Agency's duties under this Section will survive the expiration or earlier termination of this Agreement.**

17. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Agreement, the Agency and its subcontractors shall procure and maintain coverage and limits for no less than the following:

- 1. Commercial General Liability. Insurance Service "occurrence" form CG 00 01 (current edition), to include Products-Completed Operations, insurance against claims for

injuries to persons or damages to property that may arise from or in connection with activities under this Agreement. The insurance coverage shall be no less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

2. Automobile Liability. *If activities require vehicle usage.* Insurance Services form number CA 00 01 (current edition), covering BUSINESS AUTO COVERAGE, Symbol 1 “any auto”. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million Dollars (\$1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. *If the recipient or its contractor(s) has/have employees.* Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million Dollars (\$1,000,000) per occurrence.
 4. Professional Liability. *If the grant includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than Five Thousand (\$5,000) in value, the Agency shall provide “All Risk” Builders Risk or Property coverage for the full replacement value of the project/property built/purchased. King County shall be listed as an additional Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured on Agency’s and its contractor(s’) commercial general liability insurance and, if applicable, commercial auto liability insurance, with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor’s negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance, and shall not benefit either in any way.
- The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best’s rating of no less than A-VIII. Within five (5) business days of County’s request, Agency must provide a Certificate of Insurance and Additional Insured Endorsement(s) (CG 20 10 11/85 or its equivalent) to the County. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. 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 certification of self-insurance

shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

- H. **The Agency's duties under this Section shall survive the expiration or earlier termination of this Agreement.** The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in Section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this Section.

18. ANTI-DISCRIMINATION

King County Code chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, marital status or the presence of any sensory, mental, or physical disability unless based upon a bonafide occupational qualification, or age except by minimum age and retirement provisions, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, religion, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements. [Community Partner Name] shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

19. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

20. 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.

21. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.

- B. The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds. **The Agency's duties under this Section shall survive the expiration of this Agreement.**

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 person specified in Section 4 of this Agreement. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall be deemed to have been given on the date of transmission. Either party may change its address, fax number, email address, or the name of the person indicated as the recipient by notice to the other in the manner aforesaid.

23. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

24. CONTRACT AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. Either party may request changes to this Agreement. No modifications or amendment of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by the Parties.

25. WAIVER OF DEFAULT

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.

26. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

29. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

30. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

31. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

32. PERMITS AND LICENSES

The Agency shall design, develop and construct the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Agency at its sole expense and liability. The Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

34. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

35. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

City of Black Diamond

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date

YASF Program Budget

Program Name: City of Black Diamond Parks		Program Funding		
		Additional Funding		YASF Grant
Program Expenses	Costs	Committed	Pending	Request
Administration	\$500	\$500		
Personnel	\$3,000	\$500		\$2,500
Equipment, materials, uniforms	\$2,500			\$2,500
Scholarships & fees				
Transportation				
Program Cost Total	\$6,000			
Subtotals:		Committed	Pending	YASF Grant
		\$1,000	\$0	\$5,000
Totals:		PROGRAM MATCH PROVIDED		YASF Grant
		PROGRAM COSTS \$6,000		\$1,000 \$5,000

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing Professional Services Agreement with Anne Bremner, PC	Agenda Date: August 17, 2017	
	AB17-050	
	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): \$	Police – Chief Kiblinger	
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
	Councilmember Pepper	X
Agenda Placement: <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Professional Services Contract		
SUMMARY STATEMENT: Councilmembers Pepper and Morgan have placed this item on the agenda.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 17, 2017		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE CITY COUNCIL TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH ANNE
BREMNER, PC

WHEREAS, the Black Diamond City Council recognizes the need to obtain legal services; and

WHEREAS, the City Council finds the proposed professional services contract with Anne Bremner, PC to be fair and reasonable;

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

Section 1. The City Council hereby agrees to execute on behalf of the City, a professional services agreement with Anne Bremner, PC, substantially in the form attached hereto as Exhibit A.

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

CITY OF BLACK DIAMOND:

Pat Pepper, City Council President

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY COUNCIL OF BLACK DIAMOND, WASHINGTON (the "Council")

Physical Address: 24301 Roberts Drive

Mailing Address: P.O. Box 599

Black Diamond, WA 98010

Contact: Pat Pepper, Council President

and

Anne Bremner, PC ("Consultant")

1200 Fifth Avenue, Suite #1900

Seattle, WA 98101

Contact: Anne Bremner

Phone: (206) 486-1200

E-Mail: abremner@freybuck.com

Tax ID No.:

For professional services in connection with the provision of legal services.

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the Council.

1.2 The Council 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 this Agreement.

1.3 Consultant represents and warrants that it, and its staff, have the requisite training, skill, and experience necessary to provide the services required by this Agreement and 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.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work as in Exhibit "A" in a timely manner.

2.2 Consultant is authorized to proceed with services upon execution of this Agreement and any services performed prior to the execution of this Agreement, as approved by the Council Majority, are hereby ratified and authorized.

3. Compensation and Payment

3.1 Hourly Fees. The Council shall pay the Consultant for work performed at the hourly rate of \$275.00. The hourly rate for Consultant's Associates is \$240.00, and for Consultant's Legal Assistants is \$_____.

3.2 Reimbursable Costs. The Consultant shall be reimbursed for costs and advances for such items, such as legal messenger services, court filing fees, large copying or mailing projects, and other similar expense items.

3.3 Consultant shall maintain time and expense records and provide them to the Council monthly, along with monthly invoices, in a format acceptable to the Council for work performed to that date of the invoice.

3.4 All invoices shall be paid by Council warrant within thirty (30) days of actual receipt by the Council of an invoice conforming in all respects to the terms of this Agreement. Unpaid invoices that have been approved by the Council Majority will accrue interest at the rate of 1% per month.

3.5 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Council representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the Council on request.

4. Term

4.1 This Agreement shall commence on the date this Agreement is executed by both parties. It is acknowledged that the Consultant has been asked to perform work prior to commencement of the Agreement, and that payment shall be made for these services, as long as the invoice is approved by the Council Majority. This Agreement shall be effective until terminated as provided in Section 6 herein.

5. Termination of Agreement

5.1 Either party may terminate this Agreement with or without cause, by providing thirty (30) days written notice to the other party. The Council also reserves the right to terminate this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination date. In the event of termination, all finished or unfinished reports, or other materials prepared by Consultant pursuant to this Agreement, shall be submitted to the Council. Consultant shall be entitled to

Professional Services Agreement

compensation for any satisfactory work completed on the project prior to the date of termination.

6. Standard of Care

6.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services required by 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. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the Council and that no third party shall have authority to authorize, approve, direct, or control any of the services rendered to the Council pursuant to this Agreement.

7. Assigning or Subcontracting

7.1 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 Council, which consent may be withheld at the sole discretion of the Council.

8. Independent Contractor

11.1 Consultant and its sub-consultants are, and shall be at all times during the term of this Agreement, be independent contractors.

9. Notice

9.1 All notices required by this Agreement shall be considered properly delivered: when personally delivered, when received by facsimile, when received by e-mail, or on the third day following mailing, postage prepaid, USPS Certified or Priority Mail, return receipt requested, to:

Council:	Pat Pepper, Council President City of Black Diamond P.O. Box 599 Black Diamond, WA 98010 Fax: (360) 886-2592
Consultant:	Anne Bremner 1200 Fifth Avenue, Suite #1900 Seattle, WA 98101 Phone: (206) 486-1200 E-Mail: abremner@freybuck.com

10. Disputes

10.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be King County Superior Court, Kent, Washington.

11. Attorney Fees

11.1 In any suit or action instituted to enforce any right granted in this Agreement, the prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

12. General Administration and Management

12.1 The Council President, or his/her designee (the Contract Administrator) shall review and approve Consultant's invoices to the Council under this Agreement. No third party shall have any direct control or influence over the services performed under this Agreement.

12.2 Equipment and Other Resources. The Consultant shall provide, at no cost to the Council, its own cell phone, access to standard on-line computer legal research databases, long distance telephone, cell phone service, mileage, etc. The Council shall provide office space to Consultant for its use while on Council premises to include a computer, a telephone, a desk, and access to a copy and fax machine.

13. Extent of Agreement/Modification

13.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

Accepted and agreed to:

CITY COUNCIL OF BLACK DIAMOND

ANNE BREMNER, PC

By: _____
Pat Pepper, Council President

By: Anne Bremner
Anne Bremner

Date: _____

Date: 8/7/2017

Attest:

By: _____
Brenda L. Martinez
City Clerk

EXHIBIT A

Consultant's Scope of Work

I. Duties.

- A. Anne Bremner shall provide legal services to the City Council ("Attorney").
- B. Attorney Anne Bremner shall be principally responsible for performing services related to actions beyond the scope of Mayor Benson's lawful authority and associated actions or failure to act.
- D. Attorney's duties shall not include the following:
 - 1. Providing public defense services for indigent defendants;
 - 2. Providing criminal prosecution services;
 - 3. Providing legal services associated with union negotiations, personnel, or employment matters, including personnel disciplinary proceedings.
 - 4. Representing the Council in any legal matter where Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct, or other applicable law or regulation;
 - 5. Providing legal services where the Council has insurance coverage that provides for legal services to the Council, the Council has tendered the defense of the lawsuit to the insurance carrier, and the insurance carrier has assigned the lawsuit to an attorney other than the Attorney; provided however, that if the insurance carrier has assigned the lawsuit to an attorney other the Attorney, the Attorney may monitor the lawsuit, as requested by the Council, on a case-by-case basis. The Council acknowledges that the insurance carrier may retain the Attorney to provide legal services.