



**CITY OF BLACK DIAMOND**  
**September 7, 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:**

**1) AB17-051 – Presentation – Certificate of Appreciation to Scott Funston** Mayor Benson

**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:**

**2) Claim Checks – September 7, 2017 - No. 45243 through No. 45310 (void 45083) in the amount of \$429,568.44**

**3) Minutes – Council Meeting of August 17, 2017**

**PUBLIC HEARINGS: None**

**UNFINISHED BUSINESS:**

**4) AB17-049A – Resolution Regarding King County Youth & Amateur Grant Agreement for Gym Lighting** Mr. Boettcher

**NEW BUSINESS:**

**5) AB17-052 – Resolution Regarding Final Acceptance of the Citywide Emergency Pothole Repair and Maintenance project** Mr. Boettcher

**6) AB17-053 – Resolution Opposing the Siting of Illegal Substance Injection Facilities within the City of Black Diamond** Mayor Benson

**7) AB17-054 – Resolution Amending Public Defender Contract with O’Brien, Barton & Hopkins** Mayor Benson

**DEPARTMENT REPORTS:**

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

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

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

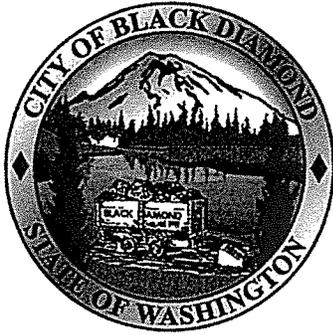
**CLOSED SESSION:** To discuss with Labor Attorney collective bargaining pursuant to RCW 42.30.140(4)

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Award Certificate of Appreciation to Scott Funston for his volunteer service to the community</b>	<b>Agenda Date: September 7, 2017</b>	
	<b>AB17-051</b>	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Certificate of Appreciation</b>		
<b>SUMMARY STATEMENT:</b> <b>Councilmember Deady and Edelman have placed this item on the agenda.</b>		
Scott Funston approached the city with a request to upgrade our BMX track and the City required that he: <ol style="list-style-type: none"> <li>1. provide the city with proof that he had the expertise to accomplish the project</li> <li>2. provide a plan of what he was proposing to do</li> <li>3. describe the materials and the plan for obtaining the materials</li> <li>4. describe the labor and equipment needed and</li> <li>5. fill out volunteer forms</li> </ol> <p>all of which Scott provided in a thorough and timely manner.</p> <p>Scott organized the project and volunteers and then diligently worked very hard with a high skill level to greatly improve the city’s BMX track. The new improved BMX track will provide a much more exciting and safer outdoor recreation experience for youth.</p>		
<b>FISCAL NOTE (Finance Department):</b>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: N/A</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 7, 2017		



**CERTIFICATION**

Date: September 7<sup>th</sup>, 2017 Council Meeting

Check No.'s/EFT                      Batch Name                      Check/EFT Date                      Amount

45243	August- Early Release 3 <sup>rd</sup> August Batch	08/17/2017	\$ 2,106.00
45244 & V45083	August – 3 <sup>rd</sup> August Void Batch for 09/17 Council	09/18/2017	\$ 0.00
45245 - 45304	August – 3 <sup>rd</sup> August Batch for 09/17 Council	09/18/2017	\$ 417,647.24
45305 - 45310	September – 1 <sup>st</sup> September Batch for 09/17 Council	09/18/2017	\$ 9,815.20
		TOTAL	\$ 429,568.44

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

*May Miller*  
MAY MILLER, FINANCE DIRECTOR

\_\_\_\_\_  
CAROL BENSON, MAYOR

8-31-2017  
DATE

\_\_\_\_\_  
DATE

COUNCILMEMBERS  
\_\_\_\_\_  
\_\_\_\_\_

DATE  
\_\_\_\_\_  
\_\_\_\_\_

# Register

Fiscal: 2017

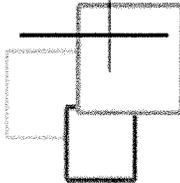
Deposit Period: 2017 - September, 2017 - August

Check Period: 2017 - September - 1st September Batch for 09/07 Council, 2017 - August - 3rd August Void batch for 09/07 Council, 2017 - August - Early Release 3rd August Batch, 2017 - August - 3rd August Batch for 09/07 Council

Number	Name	Print Date	Amount
<b>Check</b>			
<u>45243</u>	King County	8/17/2017	\$2,106.00
<u>45244</u>	American Promotional Events Northwest	9/8/2017	\$750.00
<u>45245</u>	Alpine Products Inc.	9/8/2017	\$436.70
<u>45246</u>	Beatriz Jordan	9/8/2017	\$140.66
<u>45247</u>	BHC Consultants, LLC	9/8/2017	\$5,183.75
<u>45248</u>	Black Diamond Auto Parts	9/8/2017	\$33.09
<u>45249</u>	Black Diamond Automotive	9/8/2017	\$441.88
<u>45250</u>	CCD Black Diamond Partners LLC	9/8/2017	\$50.74
<u>45251</u>	CDW Government, Inc	9/8/2017	\$868.00
<u>45252</u>	CenturyLink (AZ)	9/8/2017	\$30.87
<u>45253</u>	CenturyLink (WA)	9/8/2017	\$1,037.14
<u>45254</u>	Children's Therapy Center	9/8/2017	\$1,142.50
<u>45255</u>	CHS/Cenex	9/8/2017	\$1,970.79
<u>45256</u>	City of Enumclaw	9/8/2017	\$654.40
<u>45257</u>	City of Maple Valley	9/8/2017	\$1,706.25
<u>45258</u>	Comcast (34744)	9/8/2017	\$319.76
<u>45259</u>	Darcy Nelson	9/8/2017	\$176.84
<u>45260</u>	DD Printing Solutions	9/8/2017	\$309.33
<u>45261</u>	Ferguson Waterworks	9/8/2017	\$1,557.25
<u>45262</u>	Foremost Promotions	9/8/2017	\$640.90
<u>45263</u>	Foster Pepper PLLC	9/8/2017	\$175.00
<u>45264</u>	FRANCOTYP-POSTALIA, INC.	9/8/2017	\$130.32
<u>45265</u>	GNS Wireless	9/8/2017	\$2,991.90
<u>45266</u>	GOS Printing	9/8/2017	\$87.89
<u>45267</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	9/8/2017	\$20.00
<u>45268</u>	Home Depot Credit Service	9/8/2017	\$189.25
<u>45269</u>	Honey Bucket/Northwest Cascade Inc.	9/8/2017	\$149.51
<u>45270</u>	Intoximeters	9/8/2017	\$65.52
<u>45271</u>	J.R. Hayes and Sons	9/8/2017	\$268,163.10
<u>45272</u>	Jennifer Millett	9/8/2017	\$120.00
<u>45273</u>	Keating, Bucklin & McCormack	9/8/2017	\$5,759.90
<u>45274</u>	Kenyon Disend, PLLC	9/8/2017	\$8,389.40
<u>45275</u>	King County Finance - Mental Health	9/8/2017	\$273.96
<u>45276</u>	Kris Chattersson	9/8/2017	\$13.20
<u>45277</u>	L.N. Curtis & Sons	9/8/2017	\$1,458.63
<u>45278</u>	Lori Bevier	9/8/2017	\$20.00
<u>45279</u>	Michael Henrich	9/8/2017	\$63.55
<u>45280</u>	Office of Minority & Women's Business Enterprise	9/8/2017	\$100.00

<u>45281</u>	Office Products Nationwide	9/8/2017	\$1,307.04
<u>45282</u>	Parametrix, Inc.	9/8/2017	\$1,383.75
<u>45283</u>	Properties LLC EMR	9/8/2017	\$1,000.00
<u>45284</u>	Puget Sound Energy	9/8/2017	\$8,092.29
<u>45285</u>	Regional Animal Services of King County	9/8/2017	\$60.00
<u>45286</u>	Republic Services, Inc. #176	9/8/2017	\$686.12
<u>45287</u>	RH2 Engineering Inc.	9/8/2017	\$23,260.20
<u>45288</u>	Safe Security	9/8/2017	\$52.48
<u>45289</u>	Shelly Undlin	9/8/2017	\$154.90
<u>45290</u>	Signs By Tomorrow	9/8/2017	\$381.94
<u>45291</u>	South Correctional Entity	9/8/2017	\$4,228.90
<u>45292</u>	Spillman Technologies, Inc	9/8/2017	\$7,602.00
<u>45293</u>	Summit Law Group	9/8/2017	\$76.50
<u>45294</u>	Symbol Arts	9/8/2017	\$125.00
<u>45295</u>	Thomas C. Petek, PhD	9/8/2017	\$600.00
<u>45296</u>	Tony Lind Paving LLC	9/8/2017	\$46,878.34
<u>45297</u>	Uline	9/8/2017	\$173.56
<u>45298</u>	UW Valley Medical Center	9/8/2017	\$550.00
<u>45299</u>	Valley Automotive Repair & Electric	9/8/2017	\$53.52
<u>45300</u>	Valley Communications	9/8/2017	\$13,521.89
<u>45301</u>	Verizon Wireless	9/8/2017	\$1,062.83
<u>45302</u>	Vision Municipal Solutions, LLC	9/8/2017	\$600.00
<u>45303</u>	Voice of The Valley	9/8/2017	\$888.00
<u>45304</u>	Washington State Patrol	9/8/2017	\$36.00
<u>45305</u>	ADT Security Services (PA)	9/8/2017	\$49.99
<u>45306</u>	City of Black Diamond	9/8/2017	\$2,003.90
<u>45307</u>	Kara Murphy Richards	9/8/2017	\$2,000.00
<u>45308</u>	Melanie Thomas Dane	9/8/2017	\$2,000.00
<u>45309</u>	Orkin Commercial Services	9/8/2017	\$119.31
<u>45310</u>	Sorci Family LLC	9/8/2017	\$3,642.00
<u>V45083</u>	American Promotional Events Northwest	9/8/2017	(\$750.00)
		<b>Total</b>	<b>\$429,568.44</b>

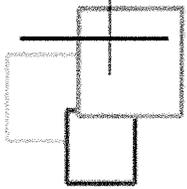
# Voucher Directory with Transaction Date



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

King County	45243	081717 KC	8/17/2017	2017 - August - Early Release 3rd August Batch		
			402-000-003-594-34-63-06	Pre Application/Review Permit for Springs Project	Springs Water Project	\$2,106.00
		Total 081717 KC				\$2,106.00
	Total 45243					\$2,106.00
Total King County						\$2,106.00
		Vendor Count	1	Grand Total		\$2,106.00

# Voucher Directory with Transaction Date

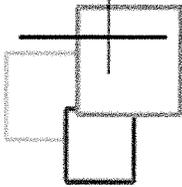


Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
--------	--------------------	-----------------------	--------------	-------------------------	-------	-------------

## American Promotional Events Northwest

45244	082817 APENW		8/28/2017	2017 - August - 3rd August Void batch for 09/07 Council		
		Bond Refund				
		001-000-240-345-89-99-22		Fire Works Bonds		\$750.00
				Temp Fireworks Stand Bond Refund		\$750.00
		Total 082817 APENW				\$750.00
		Total 45244				\$750.00
V45083	V071117 APENW		7/11/2017	2017 - August - 3rd August Void batch for 09/07 Council		
		Void Bond Refund				
		001-000-240-345-89-99-22		Fire Works Bonds		(\$750.00)
				Check #45083 was lost in the mail. Stopped the check for reissue.		(\$750.00)
		Total V071117 APENW				\$0.00
		Total V45083				(\$750.00)
		Total American Promotional Events Northwest				(\$750.00)
		Vendor Count	1	Grand Total		\$0.00

# Voucher Directory with Transaction Date



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

Alpine Products Inc.	45245			8/11/2017	2017 - August - 3rd August Batch for 09/07 Council		
		TM-169540					
			Street Striping Supplies			Street Striping	
			101-000-000-542-64-41-02				\$436.70
		Total TM-169540					\$436.70
Total Alpine Products Inc.							\$436.70
Beatriz Jordan	45246			8/8/2017	2017 - August - 3rd August Batch for 09/07 Council		
		1260					
		Total 1260					\$140.66
Total Beatriz Jordan							\$140.66
BHC Consultants, LLC	45247			8/6/2017	2017 - August - 3rd August Batch for 09/07 Council		
		0009068					
			Res 16-1102				
			001-000-240-558-60-41-06			Prof Svs-Gen Gvt Planner	\$4,203.75
			5/27-7/21 CD/Code Compliance				\$4,203.75
		Total 0009068					\$4,203.75
45247		0009071		8/6/2017	2017 - August - 3rd August Batch for 09/07 Council		
			Res 16-1102				
			001-000-240-558-60-41-06			Prof Svs-Gen Gvt Planner	\$980.00
			6/24-7/21 SEPA Review				\$980.00
		Total 0009071					\$980.00
Total 45247							\$5,183.75
Total BHC Consultants, LLC							\$5,183.75



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

**CDW Government, Inc**

45251	JVH0134	Police	8/16/2017	2017 - August - 3rd August Batch for 09/07 Council	
		310-000-011-594-21-64-00		Police Records System	\$868.00
		Total JVH0134			\$868.00
Total 45251					\$868.00

**Total CDW Government, Inc**

**CenturyLink (AZ)**

45252	1417278293	August Services	8/11/2017	2017 - August - 3rd August Batch for 09/07 Council	
		001-000-254-518-20-42-00		Facilities-Communication	\$30.87
		Facilities-Old City Hall Main Line # 360-886-2560			\$30.87
		Total 1417278293			\$30.87

**Total 45252**

**Total CenturyLink (AZ)**

**CenturyLink (WA)**

45253	081117 CL	August Services	8/11/2017	2017 - August - 3rd August Batch for 09/07 Council	
		001-000-120-512-50-42-00		Telephone/DSL	\$48.66
		PD/CT Security Line 253-631-1012 182B			\$48.66
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$50.93
		Police-Line 2 360-886-2862 596B			\$140.36
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$174.16
		Police-Fax 360-886-2901 325B			\$4.52
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	\$2.26
		Police-T1 Line-KC Inet 206-T54-3585 584B			\$24.84
		001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards	
		Police-Main Line 253-631-1012 182B			
		001-000-270-576-80-42-00		Telephone/DSL/Radios	
		PW Shop Allocation - 360-886-2523 656B			
		001-000-280-536-20-42-00		Telephone, DSL & Radios	
		PW Shop Allocation - 360-886-2523 656B			
		101-000-000-542-90-42-01		Telephone/DSL/Radios	
		PW Shop Allocation - 360-886-2523 656B			

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

401-000-000-534-80-42-00	Telephone/DSL/Radios	\$255.99
Water Reservoir 360-886-7235 830B		
401-000-000-534-80-42-00	Telephone/DSL/Radios	\$27.10
PW Shop Allocation - 360-886-2523 656B		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$48.66
Diamond Glen Sewer 360-886-0537 580 B		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$53.25
Morganville Pump Station 360-886-2835 784B		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$45.40
Ridge Sewer Pump Station 360-886-0474 006B		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.15
Old Lawson Pump Station 360-886-8146 712B		
407-000-000-535-80-42-00	Telephone/DSL/Radios	\$27.10
PW Shop Allocation - 360-886-2523 656B		
410-000-000-531-10-42-00	Telephone/DSL/Radios	\$27.10
PW Shop Allocation - 360-886-2523 656B		

Total 081117 CL  
 Total 45253  
 Total CenturyLink (WA)  
 \$1,037.14  
 \$1,037.14  
 \$1,037.14

Children's Therapy Center

45254	8/28/2017	2017 - August - 3rd August Batch for 09/07 Council	\$1,142.50
082817 CTC			\$1,142.50
Consultant Fee Deposit Refund			\$1,142.50
001-000-240-345-89-20-02		PW-Review/Inspection Clearing Acct	\$1,142.50

Total 082817 CTC  
 Total 45254  
 Total Children's Therapy Center  
 CHS/Cenex

45255	7/31/2017	2017 - August - 3rd August Batch for 09/07 Council	\$1,970.79
073117 CHS PD			\$1,970.79
PD Fuel			\$1,970.79
001-000-210-521-10-32-00		Fuel	\$1,970.79

Total 073117 CHS PD  
 Total 45255  
 Total CHS/Cenex

Total 45255  
 Total CHS/Cenex

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

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void Amount
	Transaction Reference	Account Number	Name	Title
City of Enumclaw	45256	8/8/2017	2017 - August - 3rd August Batch for 09/07 Council	
	05090			
		Jail Services for July 2017	Jail Costs	\$654.40
		001-000-211-523-60-49-00		\$654.40
	Total 05090			\$654.40
Total 45256				
Total City of Enumclaw				
City of Maple Valley	45257	8/14/2017	2017 - August - 3rd August Batch for 09/07 Council	
	INV03394			
		July Services ILA Building Inspector	Bldg Official/Code Inspc. Costs	\$1,706.25
		001-000-240-558-51-41-03		\$1,706.25
	Total INV03394			\$1,706.25
Total 45257				
Total City of Maple Valley				
Comcast (34744)	45258	8/10/2017	2017 - August - 3rd August Batch for 09/07 Council	
	081017 0106172			
		8/17-9/16 Services	Police Telephone/DSL/Air Cards	\$3.31
		001-000-214-521-20-42-00	Police Cable TV Act 8498 34 014 0106172	\$3.31
	Total 081017 0106172			
City of Maple Valley	45258	8/12/2017	2017 - August - 3rd August Batch for 09/07 Council	
	081217 0122286			
		8/22-9/21 Services	Telephone/DSL	\$221.45
		001-000-120-512-50-42-00	Court Internet Act 8498 34 014 0122286	\$221.45
	Total 081217 0122286			
Total 45258				
Total City of Maple Valley				
Comcast (34744)	45258	8/16/2017	2017 - August - 3rd August Batch for 09/07 Council	
	081617 0106156			
		8/25-9/24 Services	Police Telephone/DSL/Air Cards	\$95.00
		001-000-214-521-20-42-00		
	Total 081617 0106156			
Total 45258				
Total City of Maple Valley				

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

Police Internet Act 8498 34 014 0106156

Total 081617 0106156  
 Total 45258  
 Total Comcast (34744)  
 \$95.00  
 \$319.76  
 \$319.76

Darcy Nelson  
 45259  
 081017 DN  
 8/10/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 Water Refund  
 401-000-000-343-40-00-01  
 New Owner Effective 7/27/17  
 Water Charges  
 \$176.84

Total 081017 DN  
 Total 45259  
 Total Darcy Nelson  
 \$176.84  
 \$176.84  
 \$176.84

DD Printing Solutions  
 45260  
 1607  
 8/25/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 #10 Window Envelope  
 001-000-180-518-50-31-00  
 Office Supplies City Hall  
 \$185.61  
 \$185.61

Total 1607  
 45260  
 1608  
 8/25/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 #10 Regular Envelope  
 001-000-180-518-50-31-00  
 Office Supplies City Hall  
 \$123.72  
 \$123.72  
 \$309.33  
 \$309.33

Total 1608  
 Total 45260  
 Total DD Printing Solutions

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

**Ferguson Waterworks**

45261	0556930	6/23/2017	2017 - August - 3rd August Batch for 09/07 Council		
		8/4/17-8/3/18 Sensus Software support		Sensus Software Support & Maintenance	\$1,557.25
		401-000-000-534-80-41-09			\$1,557.25
	Total 0556930				\$1,557.25
	Total 45261				\$1,557.25

**Total Ferguson Waterworks**

**Foremost Promotions**

45262	401877	7/28/2017	2017 - August - 3rd August Batch for 09/07 Council		
		001-000-216-521-10-31-00		CJ Education Supplies	\$640.90
	Total 401877				\$640.90
	Total 45262				\$640.90

**Total Foremost Promotions**

**Foster Pepper PLLC**

45263	081417 FP	8/14/2017	2017 - August - 3rd August Batch for 09/07 Council		
		2017 Civil Service Conference		Civil Service Training	\$175.00
		001-000-213-521-10-49-00			\$175.00
	Total 081417 FP				\$175.00
	Total 45263				\$175.00

**Total Foster Pepper PLLC**

**FRANCOTYP-POSTALIA, INC.**

45264	RI103348730	8/14/2017	2017 - August - 3rd August Batch for 09/07 Council		
		8/14-11/13 Rental		Postage Meter Rental & Maint.	\$130.32
		001-000-180-518-50-45-01			\$130.32
	Total RI103348730				\$130.32
	Total 45264				\$130.32

**Total FRANCOTYP-POSTALIA, INC.**





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

**Jennifer Millett**

45272      082317 JM      8/23/2017      2017 - August - 3rd August Batch for 09/07 Council

August Services      Protrem Judge

001-000-120-512-50-41-02

Total 082317 JM      \$120.00

Total 45272      \$120.00

Total Jennifer Millett      \$120.00

Total      \$120.00

**Keating, Bucklin & McCormack**

45273      9474      8/7/2017      2017 - August - 3rd August Batch for 09/07 Council

Legal Sys-Lawsuit-City OPMA

001-000-150-515-30-41-27

Total 9474      \$5,759.90

Total 45273      \$5,759.90

Total Keating, Bucklin & McCormack      \$5,759.90

**Kenyon Disend, PLLC**

45274      185893      7/31/2017      2017 - August - 3rd August Batch for 09/07 Council

Con 184: General City Attorney Services

001-000-150-515-30-41-01      Legal Services-General Govt

001-000-150-515-30-41-17      Legal Costs-Public Disclosure

101-000-000-543-30-41-05      Legal Costs

401-000-000-534-80-41-04      Legal Svcs

407-000-000-535-80-41-09      Legal Costs

410-000-000-531-10-41-01      Legal Costs

Total 185893      \$1,220.79

185894      \$4,654.50

Total 185894      \$7,367.40

**Con 186: Oakpointe**

001-000-257-558-70-41-00      MDRT Legal Services

Total 185894      \$826.00

Total      \$826.00

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

45274	185895		7/31/2017	2017 - August - 3rd August Batch for 09/07 Council	
		Con 184: OPMA Lawsuit			
		001-000-150-515-30-41-27		Legal Svs-Lawsuit-City OPMA	\$196.00
		Total 185895			\$196.00
		Total 45274			\$8,389.40
		Total Kenyon Disend, PLLC			\$8,389.40
		King County Finance - Mental Health			
45275	2091757		8/11/2017	2017 - August - 3rd August Batch for 09/07 Council	
		2nd Quarter 2017			
		001-000-182-566-00-51-00		KC Mental Health	\$273.96
		Total 2091757			\$273.96
		Total 45275			\$273.96
		Total King County Finance - Mental Health			\$273.96
		Kris Chatterson			
45276	000000010		8/8/2017	2017 - August - 3rd August Batch for 09/07 Council	
		Police			
		001-000-210-521-10-31-04		Uniforms	\$13.20
		Alterations			
		Total 000000010			\$13.20
		Total 45276			\$13.20
		Total Kris Chatterson			\$13.20
		L.N. Curtis & Sons			
45277	INV118214		7/31/2017	2017 - August - 3rd August Batch for 09/07 Council	
		Police			
		001-000-210-521-10-31-04		Uniforms	\$59.07
		Total INV118214			\$59.07
		INV119268			
45277	INV119268		8/8/2017	2017 - August - 3rd August Batch for 09/07 Council	
		Police			
		001-000-210-521-10-31-04		Uniforms	\$693.73
		Total INV119268			\$693.73

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

45277 INV119344 8/8/2017 2017 - August - 3rd August Batch for 09/07 Council  
 Police 001-000-210-521-10-31-04 Uniforms \$166.17  
 Total INV119344 \$166.17

45277 INV120463 8/14/2017 2017 - August - 3rd August Batch for 09/07 Council  
 Police 001-000-210-521-10-31-04 Uniforms \$539.66  
 Total INV120463 \$1,458.63  
 Total 45277 \$1,458.63

Total L.N. Curtis & Sons  
 Lori Bevier  
 45278 082217 LB 8/22/2017 2017 - August - 3rd August Batch for 09/07 Council  
 T.B.D. Fee Refund 108-000-000-317-60-00-00 TBD Car Tab Fees \$20.00  
 Refund per DOL  
 Total 082217 LB \$20.00  
 Total 45278 \$20.00  
 Total Lori Bevier \$20.00  
 Michael Henrich \$20.00

45279 40412202 8/10/2017 2017 - August - 3rd August Batch for 09/07 Council  
 Human Kinetics 001-000-210-521-10-35-00 Firearms Program \$63.55  
 Instruction Book  
 Total 40412202 \$63.55  
 Total 45279 \$63.55  
 Total Michael Henrich \$63.55

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

<b>Office of Minority &amp; Women's Business Enterprise</b>						
45280	30312701		8/25/2017	2017 - August - 3rd August Batch for 09/07 Council		
		7/1/19-6/30/19		Office of Min & Wmen's Bus Memb.		\$100.00
		001-000-180-518-50-49-08				\$100.00
	Total 30312701					\$100.00
	Total 45280					\$100.00
<b>Total Office of Minority &amp; Women's Business Enterprise</b>						
<b>Office Products Nationwide</b>						
45281	916373-0 C		8/16/2017	2017 - August - 3rd August Batch for 09/07 Council		
		CD/PW Supplies		Office Supplies CD Bldg Clearing		(\$27.68)
		001-000-180-518-50-31-99				(\$27.68)
	Total 916373-0 C					
45281	921032-0		7/25/2017	2017 - August - 3rd August Batch for 09/07 Council		
		CD/PW Supplies		Office Supplies CD Bldg Clearing		\$57.29
		001-000-180-518-50-31-99				\$57.29
	Total 921032-0					
45281	923020-0 C		8/8/2017	2017 - August - 3rd August Batch for 09/07 Council		
		CD/PW Supplies		Office Supplies		(\$76.00)
		001-000-246-558-70-31-00				(\$76.00)
	Total 923020-0 C					
45281	923670-0		8/9/2017	2017 - August - 3rd August Batch for 09/07 Council		
		MDRT Supplies		Office Supplies		\$30.65
		001-000-246-558-70-31-00				\$30.65
	Total 923670-0					
45281	923700-0		8/17/2017	2017 - August - 3rd August Batch for 09/07 Council		
		CD/PW Supplies		Office Supplies CD Bldg Clearing		\$115.01
		001-000-180-518-50-31-99				\$115.01
	Total 923700-0					

**Vendor**

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

45281	923882-0	8/9/2017	2017 - August - 3rd August Batch for 09/07 Council	
	CD/PW Supplies			
	001-000-246-558-70-31-00		Office Supplies	\$93.37
	<b>Total 923882-0</b>			<b>\$93.37</b>
45281	924049-0	8/17/2017	2017 - August - 3rd August Batch for 09/07 Council	
	MDRT Supplies			
	001-000-246-558-70-31-00		Office Supplies	\$77.31
	<b>Total 924049-0</b>			<b>\$77.31</b>
45281	924472-0	8/14/2017	2017 - August - 3rd August Batch for 09/07 Council	
	CH Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$343.72
	<b>Total 924472-0</b>			<b>\$343.72</b>
45281	924480-0	8/14/2017	2017 - August - 3rd August Batch for 09/07 Council	
	CD/PW Supplies			
	001-000-180-518-50-31-99		Office Supplies CD Bldg Clearing	\$196.40
	<b>Total 924480-0</b>			<b>\$196.40</b>
45281	925261-0	8/17/2017	2017 - August - 3rd August Batch for 09/07 Council	
	CD/PW Supplies			
	001-000-180-518-50-31-99		Office Supplies CD Bldg Clearing	\$22.80
	<b>Total 925261-0</b>			<b>\$22.80</b>
45281	925261-0 C	8/18/2017	2017 - August - 3rd August Batch for 09/07 Council	
	CD/PW Supplies			
	001-000-180-518-50-31-99		Office Supplies CD Bldg Clearing	(\$22.80)
	<b>Total 925261-0 C</b>			<b>(\$22.80)</b>
45281	925286-0	8/18/2017	2017 - August - 3rd August Batch for 09/07 Council	
	MDRT Supplies			
	001-000-246-558-70-31-00		Office Supplies	\$314.16
	<b>Total 925286-0</b>			<b>\$314.16</b>



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

7/2-7/29 Professional Services

Total 01-79390  
 Total 45282  
 Total Parametrix, Inc. \$747.50  
 \$1,383.75  
 \$1,383.75

Properties LLC EMR  
 45283  
 BLD17-0066  
 8/10/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 Demo Deposit Refund  
 001-000-240-345-89-99-10  
 Demo-Deposit  
 Total BLD17-0066 \$1,000.00  
 \$1,000.00  
 \$1,000.00  
 \$1,000.00

Total 45283  
 Total Properties LLC EMR  
 Puget Sound Energy  
 45284  
 080717 PSE  
 8/7/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 220011761198  
 101-000-000-542-63-47-01  
 Street Lighting  
 220011761198: Intersection Light 219th & SE 296th St  
 Total 080717 PSE \$197.73

45284  
 080817 PSE  
 8/8/2017  
 2017 - August - 3rd August Batch for 09/07 Council  
 300000007074  
 001-000-212-521-50-47-00  
 Electric/gas  
 20009377470: PD/CT Elec  
 001-000-212-521-50-47-00  
 Electric/gas  
 220013379882: Police Storage  
 MDRT Electricity  
 220013379841: MDRT Mod Bldgs Elec  
 Facilities-Utilities  
 200008062016: City Hall Elec  
 Facilities-Utilities  
 001-000-254-518-20-47-00  
 City Hall Elec  
 200008061844: City Hall Elec  
 Facilities-Utilities  
 001-000-254-518-20-47-00  
 Facilities-Utilities  
 220013379841: CD/PW Mod Bldgs Elec  
 \$571.56  
 \$43.63  
 \$342.88  
 \$35.47  
 \$143.92  
 \$228.58

**Vendor**

Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
001-000-270-575-30-47-00			Museum Electric/Gas	\$158.57
220013378793: Museum				
001-000-270-575-51-47-00			Gym- Electricity and Gas	\$95.50
220013379652: Gym				
001-000-270-576-80-47-00			Electric/Gas	\$13.51
220013379635: PW Shop-Parks 4%				
001-000-270-576-80-47-00			Electric/Gas	\$10.84
220013379221: Lake Sawyer Boat Launch				
001-000-280-536-20-47-00			Electric/Gas	\$2.45
220013379635: PW Shop-Cemetery 2%				
101-000-000-542-63-47-01			Street Lighting	\$1,740.10
220013379635: PSE Streetlights				
101-000-000-542-63-47-01			Street Lighting	\$10.84
220013379247: 216th Signal & Street Lights				
101-000-000-542-63-47-01			Street Lighting	\$43.31
220013379197: Cov Sawyer & 216th				
101-000-000-542-63-47-01			Street Lighting	\$23.04
220013379817: Ped Lighting Roberts				
101-000-000-542-63-47-01			Street Lighting	\$13.89
220013379601: Baker St Crosswalk				
101-000-000-543-40-41-02			Auditor	\$14.74
220013379635: PW Shop-Street 22%				
401-000-000-534-80-47-00			Electric/Gas	\$677.54
220013378868: 4.3 Mill Gal Resv				
401-000-000-534-80-47-00			Electric/Gas	\$18.75
220013378850: .5 Mill Gal Resv				
401-000-000-534-80-47-00			Electric/Gas	\$14.74
220013379635: PW Shop-Water 24%				
401-000-000-534-80-47-00			Electric/Gas	\$3,560.58
220013378835: Booster Station				
407-000-000-308-80-00-00			Beg Cash & Investment Unreserved	\$70.69
220013378819: Morganville Lift Station				
407-000-000-535-80-47-00			Electric/Gas	\$31.60
220013379643: Diamond Glen Sewer				
407-000-000-535-80-47-00			Electric/Gas	\$11.86
220013379619: Sewer Pump				
407-000-000-535-80-47-00			Electric/Gas	\$14.74
220013379635: PW Shop-Sewer 24%				
410-000-000-531-10-47-00			Electric/Gas	\$1.23
220013379635: PW Shop-Drainage 24%				
<b>Total 080817 PSE</b>				<b>\$7,894.56</b>
<b>Total 45284</b>				<b>\$8,092.29</b>

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

Total Puget Sound Energy \$8,092.29

Regional Animal Services of King County

45285	081117 RAS	8/11/2017	2017 - August - 3rd August Batch for 09/07 Council		
	August Pet Licensing		King County Animal License	\$30.00	
	633-000-000-589-90-00-01			\$30.00	
	Total 081117 RAS			\$60.00	

45285	081817 RAS	8/18/2017	2017 - August - 3rd August Batch for 09/07 Council		
	August Pet Licensing		King County Animal License	\$30.00	
	633-000-000-589-90-00-01			\$30.00	
	Total 081817 RAS			\$60.00	

Total Regional Animal Services of King County

Republic Services, Inc. #176

45286	5111895	7/31/2017	2017 - August - 3rd August Batch for 09/07 Council		
	July Services		MDRT-Waste Disposal Costs	\$83.30	
	001-000-248-518-20-47-03			\$124.95	
	MDRT			\$208.25	
	001-000-254-518-20-47-01		Facilities-Waste Disposal		
	City Hall				
	Total 5111895			\$208.25	

45286	5112227	7/31/2017	2017 - August - 3rd August Batch for 09/07 Council		
	July Services		Waste Disposal	\$208.25	
	001-000-212-521-50-47-04			\$208.25	
	Police				
	Total 5112227			\$208.25	

45286	5112383	7/31/2017	2017 - August - 3rd August Batch for 09/07 Council		
	July Services		Waste Disposal	\$10.78	
	001-000-270-576-80-47-04			\$5.39	
	PW-Parks				
	001-000-280-536-20-47-04		Waste Disposal		
	PW-Cemetery				

Vendor Transaction Number Invoice Date Fiscal Description Void Amount

Transaction Reference	Account Number	Invoice Date	Fiscal Description Name	Title	Void Amount
	101-000-000-543-31-47-04			Waste Disposal	\$59.32
	PW-Street				
	401-000-000-534-80-47-04			Waste Disposal	\$64.71
	PW-Water				
	407-000-000-535-80-47-04			Waste Disposal	\$64.71
	PW-Sewer				
	410-000-000-531-10-47-04			Waste Disposal	\$64.71
	PW-Drainage				
	<b>Total 5112383</b>				
	<b>Total 45286</b>				

Total Republic Services, Inc. #176

RH2 Engineering Inc.

45287	8/24/2017	2017 - August - 3rd August Batch for 09/07 Council			
68475					
	WSFFA- Springs Repairs Con-193				
	402-000-003-594-34-63-06		Services through 6/23/17	Spring Water Project	\$14,651.58
	<b>Total 68475</b>				

45287	8/24/2017	2017 - August - 3rd August Batch for 09/07 Council			
68476					
	WSFFA- Springs Repairs Con-194				
	402-000-003-594-34-63-06		Services through 7/23/17	Spring Water Project	\$8,608.62
	<b>Total 68476</b>				

Total RH2 Engineering Inc.

Safe Security

45288	8/10/2017	2017 - August - 3rd August Batch for 09/07 Council			
3704942					
	August Monitoring Services				
	101-000-000-544-90-48-01			PW Clearing-shared Shop Cost	\$52.48
	<b>Total 3704942</b>				

Total Safe Security

					\$52.48
					\$52.48
					\$52.48
					\$52.48



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

**Spillman Technologies, Inc**

45292	35982	6/13/2017	2017 - August - 3rd August Batch for 09/07 Council		
		310-000-011-594-21-64-00	Police Records System		\$7,602.00
<b>Total 45292</b>	<b>Total 35982</b>				<b>\$7,602.00</b>

**Total Spillman Technologies, Inc**

**Summit Law Group**

45293	86835	8/18/2017	2017 - August - 3rd August Batch for 09/07 Council		
		001-000-150-515-30-41-02	Legal Services -Employment		\$76.50
<b>Total 45293</b>	<b>Total 86835</b>				<b>\$76.50</b>

**Total Summit Law Group**

**Symbol Arts**

45294	0287426-IN	8/3/2017	2017 - August - 3rd August Batch for 09/07 Council		
		001-000-210-521-10-31-04	Uniforms		\$125.00
<b>Total 45294</b>	<b>Total 0287426-IN</b>				<b>\$125.00</b>

**Total Symbol Arts**

**Thomas C. Petek, PhD**

45295	9676	7/31/2017	2017 - August - 3rd August Batch for 09/07 Council		
		001-000-213-521-10-41-04	Civil Service-Hiring Evaluations		\$300.00
		001-000-213-521-10-41-04	Civil Service-Hiring Evaluations		\$300.00
		A. Hershaw			
<b>Total 45295</b>	<b>Total 9676</b>				<b>\$600.00</b>

**Total Thomas C. Petek, PhD**

**\$600.00**

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

**Tony Lind Paving LLC**

45296 17082902 8/29/2017 2017 - August - 3rd August Batch for 09/07 Council

Res 17-1175  
320-000-031-542-30-41-00      Potholes Repair-TIB Grant  
CBD4994: 2017 Emerg Pothole Repair

Total 17082902      \$46,878.34

Total 45296      \$46,878.34

**Total Tony Lind Paving LLC**      \$46,878.34

**Uline**

45297 89713146 8/18/2017 2017 - August - 3rd August Batch for 09/07 Council

001-000-210-521-10-31-00      Operating Supplies

Total 89713146      \$173.56

Total 45297      \$173.56

**Total Uline**      \$173.56

**UW Valley Medical Center**

45298 080417 UW Med 8/4/2017 2017 - August - 3rd August Batch for 09/07 Council

001-000-213-521-10-41-04      Civil Service-Hiring Evaluations

Total 080417 UW Med      \$550.00

Total 45298      \$550.00

**Total UW Valley Medical Center**      \$550.00

**Valley Automotive Repair & Electric**

45299 0026660 8/11/2017 2017 - August - 3rd August Batch for 09/07 Council

001-000-210-521-10-48-01      Vehicle Maintenance & Repair

Total 0026660      \$53.52

Total 45299      \$53.52

**Total Valley Automotive Repair & Electric**      \$53.52

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

**Valley Communications**

45300	0021385	8/10/2017	2017 - August - 3rd August Batch for 09/07 Council		
	911 Calls July 2017				
	001-000-214-521-20-41-00		Valley Comm - Dispatch Service		\$13,521.89
	331.5 Calls @ \$40.79				
	<b>Total 0021385</b>				<b>\$13,521.89</b>
	<b>Total 45300</b>				<b>\$13,521.89</b>

**Total Valley Communications**

**Verizon Wireless**

45301	9790754359	8/10/2017	2017 - August - 3rd August Batch for 09/07 Council		
	001-000-120-512-50-42-00		Telephone/DSL		\$58.43
	Court				
	001-000-145-518-80-42-00		Communications		(\$84.79)
	IT				
	001-000-214-521-20-42-00		Police Telephone/DSL/Air Cards		\$547.44
	Police				
	001-000-246-558-70-42-01		Telephones		\$116.86
	MDRT (Funding)				
	001-000-254-518-20-42-00		Facilities-Communication		\$58.43
	City Clerk (Funding)				
	001-000-270-576-80-42-00		Telephone/DSL/Radios		\$14.66
	PW/Facilities				
	001-000-280-536-20-42-00		Telephone, DSL & Radios		\$7.33
	PW/Facilities				
	101-000-000-542-90-42-01		Telephone/DSL/Radios		\$80.62
	PW/Facilities				
	401-000-000-534-80-42-00		Telephone/DSL/Radios		\$87.95
	PW/Facilities				
	407-000-000-535-80-42-00		Telephone/DSL/Radios		\$87.95
	PW/Facilities				
	410-000-000-531-10-42-00		Telephone/DSL/Radios		\$87.95
	PW/Facilities				
	<b>Total 9790754359</b>				<b>\$1,062.83</b>

**Total 45301**

**Total Verizon Wireless**

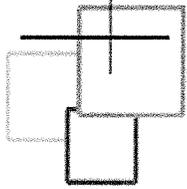
**\$1,062.83**  
**\$1,062.83**  
**\$1,062.83**



Vendor

Transaction Number	Invoice Date	Fiscal Description	Void
Transaction Reference	Account Number	Name	Amount
45304	7/6/2017	2017 - August - 3rd August Batch for 09/07 Council	
117009065	633-000-000-589-90-00-06	Due to WSP-FBI Fingerprinting-Background	\$24.00
Total 117009065			\$24.00
Total 45304			\$36.00
Total Washington State Patrol			\$36.00
<b>Vendor Count</b>	<b>60</b>	<b>Grand Total</b>	<b>\$417,647.24</b>

# Voucher Directory with Transaction Date



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

**ADT Security Services (PA)**

45305	633706370		8/13/2017	2017 - September - 1st September Batch for 09/07 Council		
		<b>September Services</b>				
		001-000-270-576-80-49-02		Security		\$0.99
		001-000-280-536-20-49-02		Security		\$2.00
		101-000-000-542-90-49-03		Security		\$11.00
		401-000-000-534-80-49-07		Security		\$12.00
		407-000-000-535-80-49-05		Security		\$12.00
		410-000-000-531-10-49-04		Security		\$12.00
		<b>Total 633706370</b>				<b>\$49.99</b>
		<b>Total 45305</b>				<b>\$49.99</b>
		<b>Total ADT Security Services (PA)</b>				<b>\$49.99</b>

**City of Black Diamond**

45306	082717 COBD		8/27/2017	2017 - September - 1st September Batch for 09/07 Council		
		<b>August Utility Billing</b>				
		001-000-212-521-50-47-01		Water		\$178.82
		2470.0 Police Water				
		001-000-212-521-50-47-02		Sewer		\$295.52
		2470.0 Police Sewer				
		001-000-212-521-50-47-03		Stormwater		\$80.00
		2470.0 Police Storm				
		001-000-248-518-20-47-01		MDRT BD Wtr, Swr, Storm		\$75.08
		2498.0 City Hall-MDRT (40%)				
		001-000-254-518-20-47-00		Facilities-Utilities		\$112.63
		2498.0 City Hall (60%)				
		001-000-270-575-30-47-01		Museum Water/Sewer/Storm		\$32.00
		1399.5 Museum-Storm				
		001-000-270-575-30-47-01		Museum Water/Sewer/Storm		\$138.53
		2070.0 Museum-Water/Sewer				
		001-000-270-575-51-47-01		Gym-Stormwater		\$32.00
		1399.1 Gym-Stormwater				

Vendor

Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
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	\$70.57
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
001-000-270-576-80-47-01	1045.0	PW Shops-Water	Water	\$3.39
001-000-270-576-80-47-02	1045.0	PW Shops-Sewer	Sewer	\$5.18
001-000-270-576-80-47-03	1045.0	PW Shops-Storm	Stormwater	\$11.52
001-000-270-576-80-47-03	1399.2	Boat Launch-Storm	Stormwater	\$96.00
001-000-280-536-20-47-01	1045.0	PW Shops-Water	Water	\$0.84
001-000-280-536-20-47-01	1457.0	Cemetery-Water	Water	\$36.65
001-000-280-536-20-47-02	1045.0	PW Shops-Sewer	Sewer	\$1.30
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	\$106.25
001-000-530-522-10-47-02	2200.0	Fire Dept-Sewer	Sewer	\$168.37
001-000-530-522-10-47-03	1399.4	Fire Dept.-Storm	Stormwater	\$40.00
101-000-000-543-31-47-01	1045.0	PW Shops-Water	Water	\$6.36
101-000-000-543-31-47-01	2983.0	Railroad Ave Irrig.	Water	\$58.34
101-000-000-543-31-47-02	1045.0	PW Shops-Sewer	Sewer	\$9.71
101-000-000-543-31-47-03	1045.0	PW Shops-Storm	Stormwater	\$21.60
401-000-000-534-80-47-01	1045.0	PW Shops-Water	Water	\$10.61
401-000-000-534-80-47-02	1045.0	PW Shops-Sewer	Sewer	\$16.18

**Vendor**

Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
401-000-000-534-80-47-03			Stormwater	\$36.00
1045.0 PW Shops-Storm				
407-000-000-535-80-47-01			Water	\$10.61
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	\$10.61
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				
<b>Total 082717 COBD</b>				
<b>Total 45306</b>				<b>\$2,003.90</b>
<b>Total City of Black Diamond</b>				<b>\$2,003.90</b>
<b>Kara Murphy Richards</b>				<b>\$2,003.90</b>
45307	8/31/2017	2017 - September - 1st September Batch for 09/07 Council		
083117 KMR				
<b>September Services</b>				
001-000-151-515-30-41-04			Court Legal-Pros Attorney	\$2,000.00
<b>Total 083117 KMR</b>				<b>\$2,000.00</b>
<b>Total Kara Murphy Richards</b>				<b>\$2,000.00</b>
<b>Melanie Thomas Dane</b>				<b>\$2,000.00</b>
45308	8/31/2017	2017 - September - 1st September Batch for 09/07 Council		
083117 MTD				
<b>September Services</b>				
001-000-120-512-50-41-00			Court Judge	\$2,000.00
<b>Total 083117 MTD</b>				<b>\$2,000.00</b>
<b>Total 45308</b>				<b>\$2,000.00</b>
<b>Total Melanie Thomas Dane</b>				<b>\$2,000.00</b>

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

Orkin Commercial Services	45309	161174807	8/25/2017	2017 - September - 1st September Batch for 09/07 Council	
				September Services	
				001-000-248-518-20-49-01	\$31.02
				001-000-254-518-20-49-01	\$88.29
					\$119.31
				MDRT Bldg Custodial Costs	\$119.31
				Facilities Building Custodial	\$119.31
				Total 161174807	
Total Orkin Commercial Services	Total 45309				
Sorci Family LLC	45310	083117 SFLLC	8/31/2017	2017 - September - 1st September Batch for 09/07 Council	
				September Rent	
				001-000-248-518-20-45-02	\$630.00
				001-000-254-518-20-45-02	\$944.00
				001-000-254-518-20-45-05	\$2,068.00
					\$3,642.00
				MDRT Property Rental Cost	\$3,642.00
				Facilities-Prop Rental	\$3,642.00
				Facilities City Hall Bldg Rental	\$3,642.00
				Total 083117 SFLLC	
Total Sorci Family LLC	Total 45310				
				<b>Vendor Count</b>	<b>6</b>
				<b>Grand Total</b>	<b>\$9,815.20</b>

# BLACK DIAMOND CITY COUNCIL MINUTES

August 17, 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/Ec Dev/Interim Community Development Director; Larry Colagiovanni, Police Commander; Jamey Kiblinger, Police Chief; May Miller, Finance Director; Seth Boettcher, Public Works Director; Stephanie Metcalf, Court Administrator; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

## CHANGES TO AND APPROVAL OF AGENDA:

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 Kohler to address our agendas and council rules.

Mayor Benson stated you may not have the floor, and further stated Ms. Koler is not our Attorney.

Councilmember Morgan appealed the decision of the chair; Councilmember Morgan called point of order.

Councilmember Pepper called point of order, interruption.

Mayor Benson asked Ms. Koler to please sit down.

Councilmember Pepper stated she has the floor several times as Mayor Benson noted she has a motion and a second.

Councilmember Pepper stated I have the floor, and I have invited Attorney Koler to speak to the motion.

Mayor Benson stated to Councilmember Pepper she has no authority several times.

Councilmember Pepper called point of order to Mayor stating you usurped the floor of a Councilmember.

Mayor Benson stated you have no authority and I am the Presiding Officer.

Councilmember Pepper appealed the decision of the chair.

Attorney Koler stated she was going to answer Councilmember Pepper's questions.

Mayor Benson told her to sit down. She further stated this is not public comments.

In unison, Councilmembers Pepper and Morgan called point of order for interruption, arguing and usurping the floor.

Again, Councilmember Pepper appealed the decision of the chair.

Mayor Benson told Ms. Koler she may speak during public comments and to please sit down.

In unison, Councilmembers Pepper and Morgan appealed the decision of the chair for interruption, arguing, usurping the floor held by the Council.

Mayor Benson stated I am the presiding officer.

Councilmember Pepper further stated we will take a vote of the Council, and we will have a vote by Councilmember.

Councilmember Pepper asked Councilmember Morgan if she was in favor of... (never finished as the Mayor spoke).

Mayor Benson stated this is not subject to vote, you have a motion and a second on the floor, you need to vote on the agenda.

Councilmember Pepper stated right now we are appealing the decision of the chair, and we are taking a vote and we are going to make sure this vote is recorded in the minutes.

Councilmember Pepper again asked Councilmember Morgan if she agrees that the Chair may interrupt, argue and usurp the floor held by a Councilmember. Councilmember Morgan stated she did not agree.

Mayor Benson stated to Councilmember Pepper you have no authority.

Councilmember Pepper called a point of order, and stated that Mayor Benson usurped the floor.

Councilmember Pepper again asked Councilmember Edelman if she agreed that we appeal the decision of the Chair may interrupt, argue and usurp the floor held by a Councilmember.

Mayor Benson stated to Councilmember you are not the Mayor.

Councilmember Edelman stated that Councilmember Pepper was ruled out of order and her appeal was ruled out of order.

Councilmember Pepper appealed the decision of the chair, interrupting arguing, usurping the floor by a member of the Council.

Mayor Benson ruled Councilmember Pepper out of order.

Councilmember Pepper asked Councilmember Weber, what is your choice, yes or no? Councilmember Weber stated he does not agree with the Chair, Councilmember Pepper stated she does not agree with the Chair. The vote is 3-1. (Edelman). The Chair has been appealed.

Mayor Benson stated you have no authority.

Councilmember Pepper stated that while she has the floor, she has invited Attorney Koler to come up and speak to us about the agenda.

Mayor Benson stated I am sorry, only during public comments.

Councilmember Morgan appealed the decision of the chair.

Councilmember Pepper continued to appeal the decision of the Chair. Mayor Benson stated you have no authority.

There was Council discussion.

Mayor Benson again stated you have a motion and a second on the floor.

Councilmember Weber stated he wants to amend the **motion** to accept the agenda that is provided and to **move** that Attorney Koler be allowed to speak at the podium as requested by Councilmember Pepper; **second** Councilmember Morgan.

Mayor Benson stated this is not proper, she can speak during public comments.

Councilmember Edelman asked the audience to be quiet.

Councilmember Pepper called for order for the audience speaking out.

Mayor Benson called Councilmember Pepper out of order.

Mayor Benson asked Ms. Koler to please sit down and stated Councilmember Pepper has no authority to bring you here.

Councilmember Pepper stated that she has the floor and she has invited Attorney Koler to come up and speak to us about the agenda.

Mayor Benson stated to Councilmember Pepper that she has no authority to invite Ms. Koler here to speak.

Mayor Benson again stated to Councilmember Pepper that she has no authority to invite her to speak, and to please ask her to sit down.

Attorney Koler spoke out and the Mayor reminded her that she is not recognized as the City Attorney.

Councilmember Morgan called a point of order to Mayor.

Mayor Benson stated her contract is not legal.

Point of order was raised by Councilmember Pepper several times to Mayor.

Attorney Koler then told Mayor Benson that she signed a contract. Mayor Benson asked her to please sit down.

Attorney Koler expressed concern that people are surrounding her, and it's unusual. Mayor Benson again asked her to please sit down. You can talk during public comments.

Councilmember Edelman **moved** for a recess.

Councilmember Morgan would like to amend the recess **motion** to adjourn. (No second).

Councilmember Pepper stated we have a motion on the floor.

Mayor Benson stated she amended it to adjourn.

Councilmember Morgan acknowledged there is no second to her amendment and it is just sitting out there until she does.

Councilmember Pepper **second** the motion for a recess.

Councilmember Edelman stated that Morgan's motion died for lack of a second.

**VOTE:** 4-0 motion **passed** to have a five-minute recess.

The meeting was called back to order at 7:16 p.m.

Mayor Benson said she was willing to compromise to let Attorney Koler speak for three minutes.

Attorney Koler spoke to Council regarding two Councilmembers approving the agenda and the OPMA.

Councilmember Weber withdrew his amended motion.

Mayor announced there is a motion on the floor for the agenda.

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

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS: None**

**PUBLIC COMMENTS:**

Leslie Cooley, Black Diamond spoke to Council.

Erin Stout, Black Diamond spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Pat Nelson, Black Diamond spoke to Council.

Councilmember Pepper stated no political comment.

Kristen Bryant, Bellevue spoke to Council.

Aaron, Black Diamond spoke to Council.

Ron Carroll, Black Diamond spoke to Council.

Judy Carrier, Auburn spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Dan Glenn, Black Diamond spoke to Council.

Melissa Oglesbee, Black Diamond spoke to Council.

Renae Mix, Black Diamond spoke to Council.

Mayor Benson went to close public comments and Councilmember Pepper noted there was another person wishing to speak. Mayor Benson stated she has already spoke. Councilmember Pepper stated she has the right to speak and the Chair cannot deny her

the right to speak. Mayor Benson noted she can speak again during the last public comment.

A point of order was raised by Councilmember Pepper.

Councilmember Pepper appealed the decision of the chair to not let Attorney Koler speak.

There was Council discussion.

Jane Koler, Attorney spoke to Council.

Jackie Buss, Black Diamond spoke to Council.

Point of order was raised by Councilmember Morgan stating that if the audience member speaks again it must be the Council's decision.

Councilmember Pepper **moved** that Robbin Taylor does not get to speak again, she already spoke once; **second** Councilmember Morgan. Motion **passed** 3-1 (Edelman).

Robbin Taylor continued to speak.

Councilmember Morgan called Robbin Taylor out of order and asked her to please go sit down or leave the room.

Councilmember Pepper stated that Robbin Taylor is creating a disruption and to please call this meeting to order.

Mayor Benson ruled her out of order as Koler was allowed to speak. Mayor Benson then closed the public comment section.

**PUBLIC HEARINGS: None**

**UNFINISHED BUSINESS:**

**4) AB17-047** – Resolution Approving Special Event Permit for Tough Mudder

MDRT/Ec Dev/Interim Community Development Director Williamson addressed Council on this item.

Councilmember Pepper **moved** to relieve from committee and adopt this resolution approving a special event permit for Tough Mudder; **second** Councilmember Morgan. Motion **passed** 4-0.

Councilmember Edelman **moved** to adopt a resolution authorizing the Mayor to execute the approval of SEP17-0004 for Tough Mudder, LLC; **second** Councilmember Morgan. Motion **passed** 4-0.

Councilmember Morgan discussed her observation on this activity in Black Diamond.

**5) AB17-048** – Professional Services Contract with DKS Associates

Mayor Benson spoke on this item and noted the contract is not ready yet.

**NEW BUSINESS:**

**6) AB17-049** – Resolution Regarding King County Youth & Amateur Grant Agreement for Gym Lighting

Public Works Director Boettcher discussed this item with Council.

There was Council discussion.

Councilmember Morgan **moved** this for first reading to the Government Operations Committee; **second** Councilmember Pepper.

There was continued Council discussion.

**VOTE:** Motion **passed** 3-1 (Edelman).

**7) AB17-050** – Resolution Regarding Professional Services Contract with Anne Bremner, PC

Councilmember Pepper asked Attorney Koler to address this item, and Ms. Bremner's qualifications.

Attorney Koler spoke to Council on this.

Councilmember Morgan called Mayor Benson out of order for cross examination of a Councilmember.

There was Council and Attorney discussion.

Councilmember Pepper **moved** to suspend the rules immediately and to adopt the resolution approving a special services contract to hire Anne Bremner; **second** Councilmember Morgan.

Councilmember Pepper spoke to her motion.

Councilmember Pepper called point of order.

There was continued Council discussion on this item.

Mayor Benson noted to Councilmember Pepper that she has no contracting authority.

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

## CONSENT AGENDA:

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

- 1) **Claim Checks** – August 17, 2017 - No. 45193 through No. 45242 and EFTs in the amount of \$160,923.11

Councilmember Morgan spoke to the four vouchers she would like to pull which were 4198 (AHBL), 45216 (HWA), 45228 (Parametrix) and 45230 (RH2).

Councilmember Morgan **moved** to accept the rest of the claim checks; **second** Councilmember Weber.

Councilmember Edelman noted for the record that she thoroughly disagrees that these vouchers get pulled every single month.

There was Council discussion.

**Vote:** Motion **passed** 4-0.

- 2) **Payroll** – July 31, 2017 – No. 19374 through No. 19390 and ACHs in the amount of \$303,310.52

Councilmember Morgan **moved** to pay the payroll; **second** Councilmember Weber. Motion **passed** 4-0.

- 3) **Minutes** – Council Meeting of August 3, 2017

Councilmember Pepper discussed changes that are needed on page two of five in the minutes (first paragraph), where the chair refused to allow the vote on an appeal the decision of the chair even though a roll call vote was requested. She noted two times that it occurred on page 2 of 5. She noted verbiage changes that she would like added to reflect the decision of the chair for a vote.

Councilmember Pepper **moved** to accept the meeting minutes with those noted amendments; **second** Councilmember Morgan. Motion **passed** 4-0.

There was discussion on committee meeting minutes with Councilmember Morgan reading a statement.

Councilmember Weber called a point of order to Councilmember Edelman.

## **DEPARTMENT REPORTS:**

MDRT/Ec Dev/Interim Community Development Director Williamson addressed Council on the road closure on August 23, 2107 from 7 p.m. to 5 a.m. on Roberts Drive for the final paving.

## **MAYOR'S REPORT:**

Mayor Benson pointed out that we have had three City Attorney's in the last year and she has always followed the advice of the Attorney. She added the Attorney is not her personal use Attorney. She noted Mr. Linehan is doing a good job for the City negotiating contracts and stated he is not her personal attorney; she reported attending SCATBd, King County Fire District Meeting; Black Diamond Elementary School grand opening, Tahoma High School dedication, cemetery board meeting and approving the painting of the sewer flush station, Chamber luncheon and installation of officers. She also announced that Councilmember Edelman received her CML certification from AWC.

## **COUNCIL REPORTS:**

Councilmember Morgan reported attending Fall City Beaver School and discussed what she learned about beaver relocation. She commented on her conversations with Anne Bremner and being excited about them and the hopeful resolve of problems.

Councilmember Edelman reported attending the Black Diamond Elementary School dedication, Tahoma High School dedication, meeting with Finance Director Miller and the Mayor to review vouchers, King County Fire Commissioners meeting at Station 95, and commented on looking forward to a functioning City Council.

Councilmember Weber reported attending the Black Diamond Elementary School dedication. He read a prepared statement on the Open Public Meetings Act regarding public comments and the purpose of a Council meeting. He also read an excerpt from Council Rules. He discussed receiving emails regarding safe injection sites and asked if folks have an opinion one way or the other to let him know and to please email him at the City.

Mayor Benson stated they should email all Councilmembers and noted that it's on the agenda for the next meeting.

Councilmember Pepper reported on having the privilege of attending the dedications of the two new schools and discussed the guided tour of the Tahoma High School. She noted that she has maps that are on the table. She also noted they have a full fly performing arts center for 600 people and this being a wonderful opportunity.

## **ATTORNEY REPORT: None**

**PUBLIC COMMENTS:**

Pat Nelson, Black Diamond spoke to Council.

Andy Williamson, MDRT/Ec Dev/Interim Community Development Director spoke to Council.

Leslie Cooley, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Councilmember Pepper asked the speaker to address the Council as a whole.

Councilmember Weber called point of order.

Councilmember Pepper called out of order as the speaker needs to address the Council as a whole. Councilmember Pepper stated she (Robbin Taylor) is done. Mayor Benson ruled Councilmember Pepper out of order.

Nancy Rogers, Cairncross Hempleman Attorney and legal counsel for Oakpointe spoke to Council.

Bob Edelman, Black Diamond spoke to Council.

Dan Glenn, Attorney spoke to Council.

Erin Stout, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

**EXECUTIVE SESSION: None**

**ADJOURNMENT:**

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

Meeting ended at 9:13 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		
<b>SUBJECT:</b>	<b>Agenda Date:</b> September 7, 2017	<b>AB17-049A</b>
<b>Resolution authorizing King County Youth and Amateur Sports Grant Agreement for gym lighting retrofit</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$1,000 city labor/ \$5,000 revenue	Public Works – Seth Boettcher	X
Fund Source: -- Facilities	Court – Stephanie Metcalf	
Timeline: Before Oct.		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; Grant Agreement; and project budget</b>		
<b>SUMMARY STATEMENT:</b>		
<b>Councilmembers Deady and Edelman have placed this item on the agenda.</b>		
<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><b>FISCAL NOTE (Finance Department):</b> 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>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>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</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 17, 2017	First reading and sent to committee	
September 7, 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				
<b>Program Cost Total</b>	<b>\$6,000</b>			
<b>Subtotals:</b>				
		<b>Committed</b>	<b>Pending</b>	<b>YASF Grant</b>
		<b>\$1,000</b>	<b>\$0</b>	<b>\$5,000</b>
<b>Totals:</b>		<b>PROGRAM PROVIDED</b>		<b>YASF Grant</b>
		<b>\$6,000</b>	<b>\$1,000</b>	<b>\$5,000</b>

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION				
<b>SUBJECT:</b>  <b>Resolution accepting the Citywide Emergency Pothole Repair and Road Maintenance project</b>	<b>Agenda Date: September 7, 2017</b>		<b>AB17-052</b>	
	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	X		
Timeline: September 2017	Court – Stephanie Metcalf			
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator				
<b>Attachments: Resolution; Before and After pictures (examples); AB 17-042A</b>				
<b>SUMMARY STATEMENT:</b> <b>Councilmembers Deady and Edelman have placed this item on the agenda.</b>  Tony Lind Paving LLC completed the required work for the Citywide Emergency Pothole Repair and Road Maintenance project. Retainage of 5% will be held until release is received by the Department of Revenue, Department of Labor and Industries, and the Employment Security Department. Once release from these departments has been received, the City may release retainage to the contractor.				
<b>FISCAL NOTE (Finance Department):</b> The City Council authorized a \$5,000 contingency fund from City funds for this project at award (Resolution 17-1175). The City utilized \$1,757.24 of these contingency funds. Below is a breakdown of final costs for this project:				
	<u>Budget</u>	<u>Bid</u>	<u>Actual</u>	<u>Difference from Bid</u>
Grant	\$ 50,000.00	\$ 31,070.52	\$ 38,550.00	+\$ 7,479.48
City	<u>\$ 11,440.50</u>	<u>\$ 9,038.38</u>	<u>\$ 10,795.62</u>	<u>+\$ 1,757.24</u>
TOTAL	\$ 61,440.50	\$ 40,108.90	\$ 49,345.62	+\$ 9,236.72
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>				
<b>RECOMMENDED ACTION: MOTION to adopt a Resolution accepting the Citywide Emergency Pothole Repair and Road Maintenance project by Tony Lind Paving LLC as complete according to the contract documents.</b>				

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 7, 2017		

RESOLUTION NO. 17-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
REGARDING FINAL ACCEPTANCE OF THE CITYWIDE  
EMERGENCY POTHOLE REPAIR AND ROAD  
MAINTENANCE PROJECT**

**WHEREAS**, Tony Lind Paving LLC has completed the Emergency Pothole Repair and Road Maintenance project according to the contract; and

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

**WHEREAS**, RCW 39.080.030 requires acceptance of a Public Works project as complete as a formal, public action;

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

**Section 1.** The City hereby accepts the Citywide Emergency Pothole Repair and Road Maintenance project as complete and as set forth in that contract with Tony Lind Paving LLC.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7<sup>TH</sup> DAY OF SEPTEMBER, 2017.**

CITY OF BLACK DIAMOND:

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

Attest:

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





# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution awarding a construction contract to Tony Lind Paving LLC for the Citywide Emergency Pothole Repair and Road Maintenance project</b>	<b>Agenda Date: July 6, 2017      AB17-042A</b>	
	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	X
Cost Impact (see also Fiscal Note): \$40,108.90	Court – Stephanie Metcalf	
Fund Source: TIB grant, street funds		
Timeline: Work must be complete by August 31, 2017		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution; Bid Advertisement; Small Works Contract; Special Provisions; Tony Lind Paving Bid; Bid Tabulation</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p><b>Councilmember Edelman and Deady have placed this item on the agenda.</b></p> <p>Public Works staff received a grant from the Transportation Improvement Board for up to \$50,000 for emergency pothole repairs and street maintenance (Resolution 17-1174). All work under this grant must be complete by August 31, 2017.</p> <p>Public Works staff utilized the City’s Small Works Roster to solicit bids from contractors on June 8, 2017. A total of four bids were received on June 20, 2017. Tony Lind Paving LLC provided the lowest responsive bid at \$40,108.90. The four bids ranged from \$40,108.90 to \$164,252.50. The City’s estimate for the construction of this project was \$61,440.50.</p> <p>This project will patch potholes and locations were potholes are likely to form throughout the City. Patch locations under schedule A of this were pre-determined in the grant application.</p> <p><b>FISCAL NOTE (Finance Department):</b>            The City Council accepted the grant for this work on June 15<sup>th</sup> (Resolution No. 17-1174). The City budgets \$30,000 each year for this type of work. This budgeted amount will be used for the 10% match requirement under Schedule A and for all costs under Schedule B. The Council will need to process a budget amendment at the end of the year once actual costs and revenue are determined.</p>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		

RECOMMENDED ACTION: **MOTION** adopt a resolution authorizing the Mayor to execute a \$40,108.90 contract with Tony Lind Paving LLC for the Citywide Emergency Pothole Repair and Road Maintenance project and authorizing a \$5,000 contingency fund for the construction of this project.

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 15, 2017	First Reading	
July 6, 2017		

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution opposing the siting of illegal substance injection facilities within Black Diamond city limits or within areas of unincorporated King County associated with the Potential Annexation Area or Urban Growth Area of the City of Black Diamond</b>	<b>Agenda Date: September 7, 2017</b>	
	<b>AB17-053</b>	
	Mayor Carol Benson	X
	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		
Cost Impact (see also Fiscal Note): \$		
Fund Source: --		
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments:</b> Proposed Resolution; letter from King County Councilmember Reagan Dunn; email from Joshua Freed		
<b>SUMMARY STATEMENT:</b>  The proposed resolution expresses the opposition to the siting of community health engagement locations (CHELs) meant to create a safe location for people to inject themselves with heroin or other controlled substances within the city of Black Diamond.		
<b>FISCAL NOTE (Finance Department):</b>		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt a resolution opposing the siting of illegal substance injection facilities within Black Diamond city limits or within areas of unincorporated King County associated with the Potential Annexation Area or Urban Growth Area of the City of Black Diamond.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 7, 2017		

RESOLUTION NO. 17-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON OPPOSING THE SITING OF ILLEGAL SUBSTANCE INJECTION FACILITIES WITHIN BLACK DIAMOND CITY LIMITS OR WITHIN AREAS OF UNINCORPORATED KING COUNTY ASSOCIATED WITH THE POTENTIAL ANNEXATION AREA OR URBAN GROWTH AREA OF THE CITY OF BLACK DIAMOND, WASHINGTON**

**WHEREAS**, addiction to heroin and illegal drug abuse deteriorates individual and community quality of life, fosters criminal activity, increases mortality, and burdens taxpayer funded services such as police, hospitals, and schools; and

**WHEREAS**, the King County Board of Health adopted Resolution No. 17-01 endorsing the Heroin and Prescription Opiate Addiction Task Force Final Report and Recommendations calling on local and state actors to implement the public health policies outlined in the report, including the establishment of at least two pilot safe injection facilities, which King County designates as community health engagement locations (CHELs), for supervised injection of heroin and other illegal drugs; and

**WHEREAS**, on June 26, 2017, the King County Council, by Ordinance No. 2017-0136.2, amended its appropriations ordinance to provide that no funds from its Mental Illness and Drug Dependency Fund shall be expended to establish a CHEL except in any city which chooses to establish such a location by vote of its elected governing body; and

**WHEREAS**, there is not currently evidence that CHELs reduce drug addiction rates with the communities where they are located; and

**WHEREAS**, the City Council finds that the siting of a safe injection facility within the City of Black Diamond to facilitate illegal drug use would be detrimental to the public health, safety, and welfare of the residents of Black Diamond; and

**WHEREAS**, the City Council finds that the siting of a safe injection facility near the boundary of the City of Black Diamond in areas of unincorporated King County designated as the Potential Annexation Area of the City of Black Diamond under the Growth Management would also be detrimental to the public health, safety, and welfare of the residents of Black Diamond;

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

**Section 1. Opposition** – The City Council opposes the siting of safe injection facilities within the City of Black Diamond.

**Section 2. Potential Annexation Area** – The City Council requests that King County not site a safe injection facility within the unincorporated area of King County known as the Urban Growth Area or Potential Annexation Area of the City of Black Diamond.

**Section 3. Distribution** – The Mayor is hereby directed to disseminate this Resolution to the King County Council, King County Public Health, and other relevant representatives of federal, state, and local governments as appropriate.

**Section 4. Implementation** – The Mayor is hereby authorized to implement such administrative and legal procedures as may be necessary to carry out the directions of this legislation.

**Section 5. Effective Date** - This resolution shall take effect and be in force upon passage and signatures thereon.

**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



**King County**

**Reagan Dunn**

Councilmember, District 9

**Metropolitan King County Council**

August 18, 2017

Mayor Carol Benson

24301 Roberts Drive, PO Box 599

Black Diamond, WA 98010

Dear Mayor Benson,

King County is currently evaluating potential sites for open heroin injection sites in King County. I am strongly against this policy and need your support to keep this from ever happening in Southeast King County.

In June, I was proud to help lead the effort to establish local control to jurisdictions to decide whether or not to accept heroin injection centers. I had hoped to prevent any county support of these sites, but in the end the Council wisely decided to at least give communities the option to prevent them locally.

The Council's action was a big win, now I'm asking local elected leaders like you to vote against injection sites in our community.

I'm asking that you, as an elected leader, would be willing in your city to bring forth this issue to ban these sites. It's also important to make it clear your city does not want these sites in the surrounding unincorporated area, especially your potential annexation areas.

To be clear, the opioid epidemic ravishing families across our state must be solved. I would rather see our resources go toward supporting proven treatment methods and exploring new, innovative solutions to support prevention, intervention, and treatment.

Five of the King County's largest cities, representing over half a million people, have acted to ban heroin injection sites. Similarly, a recent survey across the 9<sup>th</sup> District shows nearly 75-percent of our neighbors oppose these sites in our communities. I'm with them.

Now I need your support. Let's prevent this from ever reaching our cities and get serious about finding stronger, more sensible solutions to this very serious epidemic.

Best,

## Brenda Martinez

---

**From:** Carol Benson  
**Sent:** Wednesday, August 16, 2017 3:30 PM  
**To:** Brenda Martinez  
**Subject:** FW: Please vote to ban heroin injection sites in your city

Could you manage to get some information on this to put on our next meeting agenda in September. Maybe a resolution to ban or whatever we can find. Thanks.

**From:** Joshua Freed [mailto:safekingcounty@gmail.com@mail71.atl51.rsgsv.net] **On Behalf Of** Joshua Freed  
**Sent:** Wednesday, August 16, 2017 11:59 AM  
**To:** Carol Benson <cbenson@blackdiamondwa.gov>  
**Subject:** Please vote to ban heroin injection sites in your city

Dear Mayor Benson,

We are in the midst of an opioid epidemic, and we need proven, compassionate solutions to defeat it. Unfortunately, our county government is moving forward with a dangerous experiment that would keep people addicted to drugs and make our communities less safe. That is why I began working toward banning government-sponsored heroin injection sites in King County.

The data is clear. Overdose deaths are up nearly 600 percent in Vancouver, B.C. since they opened their heroin injection site in 2003, and they fail to get 97 percent of its users off lethal narcotics. I have toured the community home to InSite, and what I saw was both heartbreaking and terrifying. People are dying in the needle-riddled streets that surround the five block radius that is home to

over 5,000 drug users. You only need a matter of seconds to see the devastating effects injection sites have on the community.

Additionally, the \$6 million it will cost to run two heroin injection sites will raid 9 percent of the county's Mental Illness and Drug Dependency (MIDD) budget. Our region is in the midst of a homelessness crisis, and raiding MIDD funds we spend on services and programs to address that crisis in order to operate facilities that will keep people on lethal narcotics is morally wrong.

**I want to thank the cities of Auburn, Bellevue, Federal Way, Renton, and Kent for already banning heroin injection sites, as well as Sammamish, Des Moines, and Bothell who are planning to ban them next month.**

I ask you, as a leader in your city, to ban heroin injection sites in your community and send a message that we will not keep people on drugs that will end their life. We must move forward with serious, proven, and compassionate solutions that will confront this crisis.

Thank you for your time and commitment to your community.

Sincerely,

Joshua Freed

Paid for by IMPACTion | PO Box 643 | Bothell, WA 98041 | [www.SafeKingCounty.org](http://www.SafeKingCounty.org)



---

*Copyright © 2017 Citizens for a Safe King County, All rights reserved.*

You are receiving this as a member of your city council.

**Our mailing address is:**

Citizens for a Safe King County

PO Box 643

Bothell, Wa 98041

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



# CITY COUNCIL AGENDA BILL

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

## ITEM INFORMATION

<b>SUBJECT:</b>  Resolution extending and amending the contract for public defense services with O'Brien, Barton & Hopkins, PLLP	<b>Agenda Date: September 7, 2017</b>		<b>AB17-054</b>
	Mayor Carol Benson		X
	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		
Cost Impact (see also Fiscal Note): \$	Court – Stephanie Metcalf		
Fund Source: --			
Timeline:			
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			
<b>Attachments: Proposed Resolution and Contract; Resolution No. 14-914</b>			

### SUMMARY STATEMENT:

Since January 2014, public defender services for indigent criminal defendants charged in the Black Diamond Municipal Court have been provided by O'Brien, Barton & Hopkins, PLLP.

The City is pleased with the services provided by this firm and would like to continue with their services. Furthermore, the City finds the proposal to extend and amend the contract for public defense services to be fair and reasonable.

Below is a brief recap of the changes to contract sections:

#### Section 1 - Scope of Services.

Delete and change in verbiage to reflect John O'Brien will be the managing attorney overseeing the public services provided pursuant to the agreement.

#### Section 4 – Term; Nunc-Pro Tunc

Add verbiage extending agreement through December 31, 2019 in accordance with the Compensation summarized in Paragraph 6, Compensation.

#### Section 6 – Compensation

##### 6(a)

Currently the City pays \$2,500 per month for the first ten (10) cases assigned to the Attorney. However, starting on January 1, 2018 they are proposing an increase from the \$2,500 per month to \$2,750, an increase of \$250 monthly or \$3,000 annually.

**6(f) SCORE HEARINGS (new item)**

Also proposed is additional compensation (\$175 per hour, travel time to and from jail included) for SCORE hearings the Court has implemented through the video court. With this new process the public defender must now travel to and from the SCORE jail for these hearings.

**6(g) WEDNESDAY AFTERNOON CALENDARS (new item)**

Additional compensation is being proposed for court calendars held in the afternoon. Currently court is held for 2 half days a month in the morning. Court is considering afternoon court calendars and the proposed \$250 would cover those additional court calendars.

FISCAL NOTE (Finance Department): The 2017 budget includes sufficient funds to cover the increases for the current year. The 2018 budget will include these additional costs which will be covered by anticipated revenue.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt a resolution extending and amending the contract for public defense services with O'Brien, Barton & Hopkins, PLLP.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 7, 2017		

RESOLUTION NO. 17-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
EXTENDING AND AMENDING THE PUBLIC DEFENSE  
SERVICES CONTRACT WITH O'BRIEN, BARTON &  
HOPKINS, PLLP

**WHEREAS**, the firm of O'Brien, Barton & Hopkins, PLLP currently provides public defender services for indigent criminal defendants charged in the Black Diamond Municipal Court; and

**WHEREAS**, the City is pleased with the services provided by O'Brien, Barton & Hopkins and desires to continue their services; and

**WHEREAS**, the firm of O'Brien, Barton & Hopkins is willing and able to continue providing public defense services to the City of Black Diamond; and

**WHEREAS**, the City finds the proposed amendments to the contract 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 authorizes the Mayor to execute an extension and amendments to the contract for public defense services with O'Brien, Barton & Hopkins, PLLP, 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 \_\_\_\_, 2017.**

CITY OF BLACK DIAMOND:

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

Attest:

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

**CITY OF BLACK DIAMOND EXTENSION and AMENDMENTS TO  
CONTRACT FOR PUBLIC DEFENSE SERVICES**

**(O'BRIEN, BARTON & HOPKINS, PLLP)**

This extension and these amendments are made to the agreement (the "Agreement") entered into by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "City") and O'Brien, Barton & Hopkins, PLLP ("Attorney"); collectively, the "Parties" dated January 2<sup>nd</sup>, 2014.

Paragraph 1, Scope of Services, is hereby amended with the following deletions and additions:

1. Scope of Services.
  - a. Attorney shall provide public defender services for indigent criminal defendants charged in Black Diamond Municipal Court under ordinances of the City or laws of the state of Washington who qualify for counsel. ~~DELETED: John PRICE shall be the principle attorney ("Principle Attorney") providing public defender services pursuant to this Agreement.~~  
**ADDED: John O'Brien shall be the managing attorney overseeing the public defender services provided pursuant to this Agreement.**

Paragraph 4, Term, Nunc-Pro Tunc, is hereby amended with the following addition:

4. Term; Nunc-Pro Tunc. The provision of services under this agreement shall commence on **January 1, 2014**. This Agreement shall remain in full force and effect through December 31, 2014, unless terminated earlier pursuant to the terms hereof. This agreement may be extended for two (2) one-year periods by mutual agreement of the parties. In the event that this agreement is executed on or after January 1, 2014, the parties agree that the terms and conditions hereof shall be interpreted and applied as though the effective date hereof was January 1, 2014.  
**ADDED: The term of this agreement is extended to December 31<sup>st</sup>, 2019 in accordance with the Compensation summarized in Paragraph 6, Compensation.**

Paragraph 6, Compensation, is hereby amended with the following addition to Paragraph 6(a) and new Paragraph 6(f).

6. Compensation.
  - a. Compensation for the services performed under this Agreement shall be a flat fee of \$2500 per month plus an additional \$250.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of \$2500 plus an

additional \$500 (\$250.00 x 2) for a total of \$3000; if 8 cases are assigned in March, Attorney shall be compensated in the amount of \$2500. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court. **ADDED: Commencing January 1<sup>st</sup>, 2018, the flat fee compensation for the first ten (10) cases assigned to the Attorney shall be increased from \$2,500 per month to \$2,750 per month.**

- b. The Flat fee shall include compensation of Attorney for coverage of arraignments, telephonic bail hearings, and review, revocation & probation hearings. Attorney shall be allowed to withdraw as attorney of record when each case reaches disposition (plea or other similar disposition, dismissal, verdict after trial or mistrial.
- c. This compensation covers all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke.
- d. The City shall pay Attorney an additional sum of \$500 for each appeal to Superior Court plus the costs of transcriptions.
- e. Such fees shall include all overhead, costs and expenses of Attorney, except as otherwise set forth herein, and shall be Attorney's sole compensation. All compensation is inclusive of administrative costs as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.

**f. ADDED: SCORE HEARINGS: Attorney shall be compensated for hearings held at the South Correctional Entity jail (SCORE) at the rate of \$175.00 per hour. The hourly compensation will include travel time to and from the jail.**

**g. ADDED: WEDNESDAY AFTERNOON CLENDARS: Court calendars held in the afternoon of the regularly scheduled Wednesday court days, such as arraignment calendars, shall be compensated at the rate of \$250.00 per calendar.**

Except as so amended, the original contract between the parties remains in full force and effect.

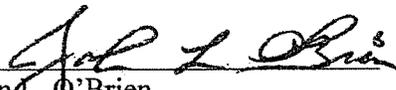
Dated this   1   day of September, 2017

**CITY OF BLACK DIAMOND:**

**ATTORNEY:**

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

Carol Benson,  
Mayor  
P.O Box 599  
Black Diamond, WA 98010  
360/886-5700

  
John L. O'Brien  
O'Brien, Barton & Hopkins, PLLP  
175 NE Gilman Blvd, Suite 100  
Issaquah, WA 98027  
425/391-7427

**CITY OF BLACK DIAMOND EXTENSION and AMENDMENTS TO  
CONTRACT FOR PUBLIC DEFENSE SERVICES**

**(O'BRIEN, BARTON & HOPKINS, PLLP)**

This extension and these amendments are made to the agreement (the "Agreement") entered into by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "City") and O'Brien, Barton & Hopkins, PLLP ("Attorney"); collectively, the "Parties" dated January 2<sup>nd</sup>, 2014.

Paragraph 1, Scope of Services, is hereby amended with the following deletions and additions:

1. Scope of Services.
  - a. Attorney shall provide public defender services for indigent criminal defendants charged in Black Diamond Municipal Court under ordinances of the City or laws of the state of Washington who qualify for counsel. ~~DELETED: John PRICE shall be the principle attorney ("Principle Attorney") providing public defender services pursuant to this Agreement.~~  
**ADDED: John O'Brien shall be the managing attorney overseeing the public defender services provided pursuant to this Agreement.**

Paragraph 4, Term, Nunc-Pro Tunc, is hereby amended with the following addition:

4. Term; Nunc-Pro Tunc. The provision of services under this agreement shall commence on **January 1, 2014**. This Agreement shall remain in full force and effect through December 31, 2014, unless terminated earlier pursuant to the terms hereof. This agreement may be extended for two (2) one-year periods by mutual agreement of the parties. In the event that this agreement is executed on or after January 1, 2014, the parties agree that the terms and conditions hereof shall be interpreted and applied as though the effective date hereof was January 1, 2014.  
**ADDED: The term of this agreement is extended to December 31<sup>st</sup>, 2019 in accordance with the Compensation summarized in Paragraph 6, Compensation.**

Paragraph 6, Compensation, is hereby amended with the following addition to Paragraph 6(a) and new Paragraph 6(f).

6. Compensation.
  - a. Compensation for the services performed under this Agreement shall be a flat fee of \$2500 per month plus an additional \$250.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of \$2500 plus an

additional \$500 (\$250.00 x 2) for a total of \$3000; if 8 cases are assigned in March, Attorney shall be compensated in the amount of \$2500. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court. **ADDED: Commencing January 1<sup>st</sup>, 2018, the flat fee compensation for the first ten (10) cases assigned to the Attorney shall be increased from \$2,500 per month to \$2,750 per month.**

- b. The Flat fee shall include compensation of Attorney for coverage of arraignments, telephonic bail hearings, and review, revocation & probation hearings. Attorney shall be allowed to withdraw as attorney of record when each case reaches disposition (plea or other similar disposition, dismissal, verdict after trial or mistrial.
- c. This compensation covers all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke.
- d. The City shall pay Attorney an additional sum of \$500 for each appeal to Superior Court plus the costs of transcriptions.
- e. Such fees shall include all overhead, costs and expenses of Attorney, except as otherwise set forth herein, and shall be Attorney's sole compensation. All compensation is inclusive of administrative costs as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.

**f. ADDED: SCORE HEARINGS: Attorney shall be compensated for hearings held at the South Correctional Entity jail (SCORE) at the rate of \$175.00 per hour. The hourly compensation will include travel time to and from the jail.**

**g. ADDED: WEDNESDAY AFTERNOON CLENDARS: Court calendars held in the afternoon of the regularly scheduled Wednesday court days, such as arraignment calendars, shall be compensated at the rate of \$250.00 per calendar.**

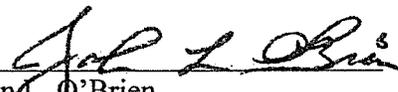
Except as so amended, the original contract between the parties remains in full force and effect.

Dated this 1 day of September, 2017

**CITY OF BLACK DIAMOND:**

**ATTORNEY:**

By: \_\_\_\_\_  
Carol Benson,  
Mayor  
P.O Box 599  
Black Diamond, WA 98010  
360/886-5700

  
John L. O'Brien  
O'Brien, Barton & Hopkins, PLLP  
175 NE Gilman Blvd, Suite 100  
Issaquah, WA 98027  
425/391-7427

RESOLUTION NO. 14-914

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH O'BRIEN, BARTON & HOPKINS, PLLP FOR PUBLIC  
DEFENSE SERVICES

WHEREAS, the City of Black Diamond finds it necessary to hire an attorney to provide public defense services; and

WHEREAS, the City advertised for qualified firms and individuals to fill the position of public defender and a selection panel including the Mayor, City Administrator reviewed the proposals and interviewed four firms; and

WHEREAS, the panel unanimously recommended O'Brien, Barton & Hopkins, PLLP as a firm qualified and willing to provide the necessary services;

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

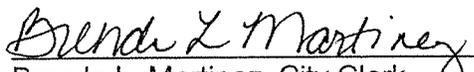
Section 1. The Mayor is hereby authorized to execute a contract for Public Defense services with O'Brien, Barton & Hopkins, PLLP, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JANUARY, 2014.

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

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

**CITY OF BLACK DIAMOND CONTRACT  
FOR PUBLIC DEFENSE SERVICES**

**(O'BRIEN, BARTON & HOPKINS, PLLP)**

This agreement (the "Agreement") is entered into by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "City") and O'Brien, Barton & Hopkins, PLLP ("Attorney"); collectively, the "Parties."

1. Scope of Services.

- a. Attorney shall provide public defender services for indigent criminal defendants charged in Black Diamond Municipal Court under ordinances of the City or laws of the state of Washington who qualify for counsel. **John Price** shall be the principle attorney ("**Principle Attorney**") providing public defender services pursuant to this Agreement.
- b. Attorney shall provide legal representation for each of these defendants from the time of screening or appointment through trial, sentencing, and appeal to Superior Court, if necessary. Attorney be allowed to withdraw from representation upon disposition of a case or if allowed to withdraw upon motion to the Court. Compliance reviews and/or probation revocation hearings are also the responsibility of Attorney following appointment by the Court.
- c. Attorney shall provide standby representation to all in-custody defendants as well as general advice to unrepresented defendants at out-of-custody arraignments.
- a. Attorney shall provide the Black Diamond Police Department with the telephone number or numbers at which the Attorney can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day. Attorney shall also provide the Black Diamond Police Department with the phone number and contact information for at least two (2) other back-up lawyers who are licensed in Washington State should the Principle Attorney be unreachable.
- b. Attorney shall be available for next court day preliminary hearings. Attorney can appear by telephone/video conferencing for such hearings, if available. Attorney shall also provide the City with the phone number and contact information for at least two (2) other back-up lawyers who are licensed in Washington State should Attorney be unreachable for preliminary hearings. Attorney maintains a conference room available at its office in Issaquah to accommodate confidential meetings with clients.

- c. The Attorney shall file monthly reports with the City delineating each client who has been appointed to the Attorney, including name(s), charge(s), case number (s), disposition, bench or jury trial (if applicable), and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior month.
  - d. The Attorney shall provide a letter of introduction to the screener to be handed out to each defendant who receives an appointment.
2. Applicant Screening. Determination of for eligibility of appointed counsel under this Agreement shall be determined by a screening process established by the Court. The Court shall be responsible for handling the screening process
  3. Associated Counsel. The Attorney may associate or employ additional attorneys to represent defendants under this Agreement at Attorney's expense. All attorneys who provide public defense services under this Agreement with the City must be acceptable to the City and must be approved in advance by the City. No legal interns shall be used unless agreed to in advance by the City. Attorney shall be responsible for overseeing and approving serviced performed by other attorneys under this Agreement.
  4. Term: Nunc-Pro Tunc. The provision of services under this agreement shall commence on **January 1, 2014**. This Agreement shall remain in full force and effect through December 31, 2014, unless terminated earlier pursuant to the terms hereof. This agreement may be extended for two (2) one-year periods by mutual agreement of the parties. In the event that this agreement is executed on or after January 1, 2014, the parties agree that the terms and conditions hereof shall be interpreted and applied as though the effective date hereof was January 1, 2014.
  5. Case defined. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. As the Black Diamond Municipal Court is a court of limited jurisdiction, multiple citations from the same incident are counted as one case.
  6. Compensation.
    - a. Compensation for the services performed under this Agreement shall be a flat fee of \$2500 per month plus an additional \$250.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of \$2500 plus an additional \$500 ( $\$250.00 \times 2$ ) for a total of \$3000; if 8 cases are assigned in March, Attorney shall be compensated in the amount of \$2500. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court.

- b. The Flat fee shall include compensation of Attorney for coverage of arraignments, telephonic bail hearings, and review, revocation & probation hearings. Attorney shall be allowed to withdraw as attorney of record when each case reaches disposition (plea or other similar disposition, dismissal, verdict after trial or mistrial.
  - c. This compensation covers all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke.
  - d. The City shall pay Attorney an additional sum of \$500 for each appeal to Superior Court plus the costs of transcriptions.
  - e. Such fees shall include all overhead, costs and expenses of Attorney, except as otherwise set forth herein, and shall be Attorney's sole compensation. All compensation is inclusive of administrative costs as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.
7. Professional Liability Coverage. During the term of the Contract, the Attorney shall have professional liability coverage in a minimum amount of \$1,000,000 per claim and \$1,000,000 in general aggregate covering Attorney and Attorney's agents and employees providing services under this Agreement. Proof of this coverage must be provided to the City prior mutual acceptance of this contract.
8. Indemnification/ Hold Harmless. Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorney, and Attorney's associates, agents and employees, in performance of this Agreement. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless will be valid and enforceable only to the extent of the negligence of the Attorney, its associates, agents and employees.
9. Reimbursement of Certain Costs. The City shall reimburse the Attorney for reasonable expert witness fees if the court orders an expert witness upon motion of the Attorney. The City shall reimburse the Attorney for the costs of third party investigative services if the court orders the use of an investigator upon motion of the Attorney. The City shall reimburse the Attorney for the costs of appellate transcripts as required by court rules.
10. Discovery Provided. The City shall provide to the Attorney at no cost to the Attorney or the defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with rules for discovery. Attorney will have fax and email available for transmission of discovery.
11. Interpreters. Attorney will meet with indigent clients who require interpreters at the court facility and/or jail at the City's expense. When special circumstances arise that may

require a more extensive interview, Attorney will contract the Court to arrange for interpreting services.

12. Assignment or Subcontractors. The contract for public defense services may not be assigned or subcontracted without the prior written consent of the City.

13. Standard of Care. Attorney represents and warrants that she, and any agents used to perform services under this Agreement, has the requisite training, skill and experience necessary to provide the services described herein and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided under this Agreement shall 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. The Attorney shall comply with the applicable standards for public defense services pursuant to Chapter 10.101 RCW and in compliance with Standard 14.1 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.

14. Readiness. The Attorney is expected to be prepared to proceed at every stage of the criminal proceedings, unless restricted by circumstances outside of the Attorney's control. The Attorney will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

15. Termination.

- a. Either party may terminate this Agreement without cause, by giving the other party ninety (90) days written notice.
- b. Either party may terminate this agreement on seven (7) days written notice in the event of (1) material breach of contract, (2) violation of the rules of professional conduct, or (3) unforeseen medical issues. Such termination is effective only if the party terminating has provided written notice of the deficiency to the other party and such deficiency is not corrected in a timely manner to the reasonable satisfaction of the terminating party.
- c. The City shall have the right to terminate this Agreement immediately if the license to practice law of John Price is suspended or revoked. In the event of termination or expiration of the Agreement, the Attorney shall complete all pending cases if lawfully able to do so.

16. Attorney Conflict. In the event the Attorney must withdraw from a case because of a conflict of interest, the matter will be referred to the municipal court judge for a final decision. Upon the judge's determination that the Attorney cannot represent the assigned client, the Court shall appoint the client to appropriate conflict counsel.

17. Discrimination and Compliance with Laws.

- a. Attorney agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- b. Attorney shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

19. Records retention. Attorney shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement or the Rules of Professional Conduct. Copies shall be made available on request.

20. Independent Contractor. Attorney is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be considered to create an employment relationship between the parties. Neither Attorney nor any employee of Attorney shall be entitled to any benefits accorded City employees.

21. Governing Law and Venue for Disputes. 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 in King County Superior Court.

22. Attorneys' Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

23. Entire Agreement--Modification. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

24. Training. Attorneys and all attorney employees who regularly appear in the Black Diamond Municipal Court pursuant to this contract shall attend at least seven (7) continuing legal education hour credits approved by the Washington State Office of Public Defense annually.

25. Supervision of Contract and Professional Standard. Any defendant complaints regarding Attorney's services shall first be addressed by Attorney. If defendant this does not resolve defendant's complaint to defendant's satisfaction, Attorney shall report the complaint to the Judge of the Black Diamond Municipal Court within 5 business days and inform defendant in writing of defendant's right to notify the court of complaint.

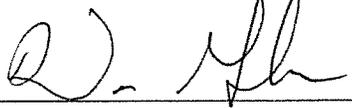
26. Private Practice Case Load. Attorney shall maintain compliance with the maximum case load requirements as stated by the Supreme Court Order for Indigent Defense Standards and shall file certification as required by this Order.

27. Extraordinarily Complex Cases. Attorney may ask City for extra compensation in extraordinarily complex cases. In order to request such extra compensation, Attorney must make a written request to the Black Diamond Municipal Court for Extraordinary Compensation before extra work or costs are incurred. A copy of such request shall be provided to the Mayor prior to the Court hearing on the request. Such requests may be heard In Camera at Attorney's request. The parties to this contract agree that the Judge of the Black Diamond Municipal Court shall be the decision maker in such requests, and that the Judge's decision in such cases cannot be appealed unless the ruling could be detrimental to the defendant's right to due process or effective assistance of counsel.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Dated this 2nd day of January, 2014

**CITY OF BLACK DIAMOND:**

By:   
\_\_\_\_\_  
Dave Gordon,  
Mayor

POB 599  
Black Diamond, WA 98010

360/886-5700

**ATTORNEY:**

  
\_\_\_\_\_  
John L. O'Brien  
O'Brien, Barton & Hopkins, PLLP

175 N.E. Gilman Blvd, Suite 100  
Issaquah, WA 98027

425/391-7427