



CITY OF BLACK DIAMOND
September 5, 2019 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation – National Recovery Month

CONSENT AGENDA:

- 1) Claim Checks** –September 5, 2019 Check No. 47851 through 47908 (voids 47779, 47852) in the amount of \$ 149,058.19
- 2) Minutes** – Work Session of August 8, 2019, and Council Meeting of August 15, 2019

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 360-851-4500. Thank you for attending.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|---|---------------------------|
| 3) AB19-043 – Resolution No. 19-1314 Authorizing Agreements with CivicPlus for Website and Civic Clerk | Ms. Martinez/
Mr. Reed |
| 4) AB19-044 – Resolution No. 19-1315 Authorizing Contract with South Correctional Facility | Chief Kiblinger |
| 5) AB19-045 – Resolution No. 19-1316 Authorizing ILA with the Houston-Galveston Area Council for Procurement of a New Fire Apparatus | Mr. Linehan |
| 6) AB19-046 – Ordinance No. 19-1126 Clarifying the Language of Section 2.14.030 | Mayor Benson |

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- Councilmember Edelman
- Councilmember Stout
- Councilmember Wisnoski
- Councilmember Dedy

- Councilmember Oglesbee

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CLOSED SESSION: Following adjournment of the regular City Council meeting will be a closed session to discuss with the City's Labor Attorney collective bargaining pursuant to RCW 42.30.140(4)

Office of the Mayor
Black Diamond, Washington



PROCLAMATION

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, an estimated 400,000 people in King County are affected by these conditions; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

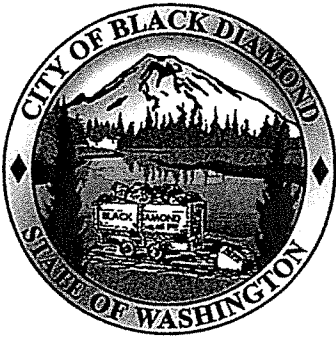
WHEREAS, we recognize four dimensions of recovery from mental health and substance use disorders: health, home, purpose, and community; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), the King County Behavioral and Recovery Division ,invite all residents of Black Diamond to participate in National Recovery Month (Recovery Month); and

NOW, THEREFORE, I, Carol Benson, Mayor of the City of Black Diamond, on behalf of the Black Diamond City Council, call upon Black Diamond residents to observe the month of September with appropriate programs, activities, and ceremonies supporting this year's Recovery Month theme, "Join the Voices for Recovery : Together We Are Stronger", and do hereby proclaim in the City of Black Diamond, the month of September 2019 as a month to recognize

NATIONAL RECOVERY MONTH

Carol Benson, Mayor



CERTIFICATION

Date: September 5th, 2019 Council Meeting

Check No.'s/EFT	Batch Name	Check/EFT Date	Amount
47851 & 47853	August – Early 3 rd August Batch	08/16/2019 & 08/26/2019	\$ 282.69
47854 – 47906	August – 3 rd August Batch for 09/05 Council	09/06/2019	\$ 144,919.77
47907 – 47908	September – 1 st September Batch for 09/05 Council	09/06/2019	\$ 3,924.81
V47779	August – Aug Void Batch for 09/05 Council	08/14/2019	\$ -69.08
47852	Voided Check Stock – Bank Check Scanner Testing	08/22/2019	\$ 0.00
		TOTAL	\$ 149,058.19

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


MAY MILLER, FINANCE DIRECTOR

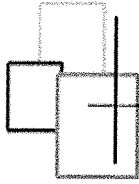
CAROL BENSON, MAYOR

DATE

DATE

COUNCILMEMBERS

DATE



Register

Fiscal: 2019

Deposit Period: 2019 - September, 2019 - August

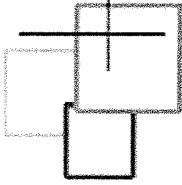
Check Period: 2019 - September - 1st September Batch for 09/05 Council, 2019 - August - Early 3rd August Batch, 2019 - August - 3rd August Batch for 09/05 Council, 2019 - August - Aug Void Batch for 08/15 Council

Number	Name	Print Date	Amount
Check			
47851	Dan Williams	8/16/2019	\$100.00
47853	DD Printing Solutions	8/26/2019	\$182.69
47854	ADT Security Services (PA)	9/6/2019	\$46.79
47855	AHBL, Inc.	9/6/2019	\$19,700.00
47856	Alpine Products Inc.	9/6/2019	\$1,499.85
47857	Amazon Capital Services, Inc.	9/6/2019	\$118.70
47858	Art Gamblin Motors	9/6/2019	\$57.40
47859	Auburn Sports & Marine, Inc.	9/6/2019	\$10,406.00
47860	Beatriz Jordan	9/6/2019	\$480.00
47861	BHC Consultants, LLC	9/6/2019	\$41,323.87
47862	Big Mountain Electric, Inc	9/6/2019	\$890.52
47863	CenturyLink (WA)	9/6/2019	\$576.40
47864	Chicago Title Company of Washington	9/6/2019	\$130.90
47865	CHS/Cenex	9/6/2019	\$5,814.45
47866	ClaimFox, Inc.	9/6/2019	\$65.00
47867	Comcast	9/6/2019	\$3.21
47868	Core & Main LP	9/6/2019	\$271.13
47869	Dicks Heating & A/C Inc	9/6/2019	\$1,014.62
47870	FP Mailing Solutions	9/6/2019	\$130.32
47871	FTR LTD	9/6/2019	\$759.11
47872	Fugate Ford	9/6/2019	\$1,225.55
47873	Golder Associates Inc	9/6/2019	\$2,884.50
47874	Greater Maple Valley-Black Diamond Chamber of Commerce	9/6/2019	\$66.00
47875	Gunderson Law Firm	9/6/2019	\$3,400.00
47876	Home Depot Credit Service	9/6/2019	\$199.73
47877	Honey Bucket/Northwest Cascade Inc.	9/6/2019	\$270.00
47878	Joann Sloss	9/6/2019	\$66.27
47879	Jorge's Mobile Detail	9/6/2019	\$180.00
47880	King County Finance	9/6/2019	\$1,799.59
47881	King County Finance - Mental Health	9/6/2019	\$287.42
47882	Kyocera	9/6/2019	\$313.29
47883	Language Line Services, Inc.	9/6/2019	\$19.70
47884	Law Office of Krista White Swain	9/6/2019	\$3,600.00
47885	Lennar NW LLC	9/6/2019	\$149.65

47886	Les Schwab Tire Ctr - MV	9/6/2019	\$93.39
47887	Maria Moscoso	9/6/2019	\$121.00
47888	Mayes Testing Engineers, Inc.	9/6/2019	\$5,230.00
47889	Office Products Nationwide	9/6/2019	\$883.75
47890	Perteet Inc.	9/6/2019	\$4,345.00
47891	Puget Sound Energy	9/6/2019	\$7,547.13
47892	Regional Animal Services of King County	9/6/2019	\$75.00
47893	Republic Services #176	9/6/2019	\$838.97
47894	Ruby Peters	9/6/2019	\$110.10
47895	Safe Security	9/6/2019	\$54.98
47896	SHI International Corp.	9/6/2019	\$6,832.39
47897	Sound Uniform Solutions/Bratwear	9/6/2019	\$20.88
47898	South Correctional Entity	9/6/2019	\$2,340.00
47899	Summit Law Group, PLLC	9/6/2019	\$495.00
47900	TNT Fireworks	9/6/2019	\$750.00
47901	Valley Communications Center	9/6/2019	\$13,414.20
47902	Verizon Wireless	9/6/2019	\$1,363.04
47903	Washington State Department of Ecology	9/6/2019	\$2,027.00
47904	Washington State Patrol	9/6/2019	\$120.00
47905	Washington Workwear Stores, Inc.	9/6/2019	\$429.97
47906	Water Management Laboratories, Inc.	9/6/2019	\$78.00
47907	ADT Security Services (PA)	9/6/2019	\$58.54
47908	Sorci Family LLC	9/6/2019	\$3,866.27
V47779	Uline	8/14/2019	(\$69.08)
		Total	\$149,058.19

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Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
ADT Security Services (PA)					
47854	712679614	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council		
		8/30 - 9/29 Service			
		001-000-254-518-20-49-00		Facilities Security	\$46.79
	Total 712679614				\$46.79
Total ADT Security Services (PA)					
AHBL, Inc.					
47855	114707	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service from 6/26/2019 - 7/25/2019			
		001-000-257-558-70-49-00		MDRT-Bldg Ins/Plan Ex/Official	\$640.00
	Total 114707				\$640.00
47855	114816	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service from 6/26/2019 - 7/25/2019			
		001-000-257-558-70-49-02		Const Exp-The Village at TT- Multi Family/ Eagle Cr Dev	\$19,060.00
	Total 114816				\$19,060.00
Total AHBL, Inc.					
Alpine Products Inc.					
47856	TM-188238	8/13/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		101-000-000-542-30-31-03		Streets Operating Supplies	\$1,499.85
	Total TM-188238				\$1,499.85
Total Alpine Products Inc.					
					\$1,499.85

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Amazon Capital Services, Inc.					
47857	1LHX-673-3GH1	Supplies	8/27/2019	2019 - August - 3rd August Batch for 09/05 Council	
	Total 1LHX-673-3GH1	001-000-210-521-10-31-00		PD-Operating Supplies	\$65.02
					\$65.02
47857	1YRW-G4RF-LNTL	Supplies	7/21/2019	2019 - August - 3rd August Batch for 09/05 Council	
	Total 1YRW-G4RF-LNTL	001-000-210-521-10-31-00		PD-Operating Supplies	\$53.68
					\$53.68
					\$118.70
					\$118.70
Total Amazon Capital Services, Inc.					
Art Gamblin Motors					
47858	Q280801	Veh Service - MDRT	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council	
	Total Q280801	001-000-246-558-70-48-00		Vehicle Repair & Maintenance	\$57.40
					\$57.40
					\$57.40
					\$57.40
Total Art Gamblin Motors					
Auburn Sports & Marine, Inc.					
47859	639266	Boat Repair & Maint	8/28/2019	2019 - August - 3rd August Batch for 09/05 Council	
	Total 639266	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$10,406.00
					\$10,406.00
					\$10,406.00
					\$10,406.00
Total Auburn Sports & Marine, Inc.					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Beatriz Jordan					
	47860		8/24/2019	2019 - August - 3rd August Batch for 09/05 Council	
	1310				
			Service for 08/2019		
			001-000-210-521-10-49-00	PD-Miscellaneous	\$480.00
	Total 1310				\$480.00
Total Beatriz Jordan	Total 47860				\$480.00
BHC Consultants, LLC					
	47861		6/27/2019	2019 - August - 3rd August Batch for 09/05 Council	
	11124				
			Service from 05/25 - 6/21/2019		
			001-000-240-558-60-41-01	Prof Serv- Long Range Planning	\$1,701.29
	Total 11124				\$1,701.29
	47861		7/5/2019	2019 - August - 3rd August Batch for 09/05 Council	
	11151				
			Service from 05/25 - 6/21/2019		
			001-000-240-558-51-41-03	Prof Svs-Inspection Svs	\$39,622.58
	Total 11151				\$39,622.58
Total BHC Consultants, LLC	Total 47861				\$41,323.87
Big Mountain Electric, Inc					
	47862		8/16/2019	2019 - August - 3rd August Batch for 09/05 Council	
	3870				
			Court Remodel		
			310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$890.52
	Total 3870				\$890.52
Total Big Mountain Electric, Inc	Total 47862				\$890.52
CenturyLink (WA)					
	47863		8/11/2019	2019 - August - 3rd August Batch for 09/05 Council	
	081119 CL				
			Service through 8/11/2019		
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$345.29
			360-886-7235 830B: Water Reservoir		

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$52.00
		360-886-0474 006B: Ridge Sewer Pump Station			
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$67.30
		360-886-8146 712B: Old Lawson Pump Station			
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$58.42
		360-886-2835 784B: Morganville Pump Station			
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$53.39
		360-886-0537 580B: Diamond Glen Sewer			
		Total 081119 CL			
	Total 47863				
Total CenturyLink (WA)					
Chicago Title Company of Washington					
47864	190022-TC-21	8/1/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Recording Fee - ROW at Providence Bldg			
		101-000-000-543-50-41-01		Professional Services	
	Total 190022-TC-21				
Total 47864					\$130.90
Total Chicago Title Company of Washington					\$130.90
CHS/Cenex					\$130.90
47865	128275 063019	6/30/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jun 2019 PD Fuel			
		001-000-210-521-10-32-00		PD-Fuel	
	Total 128275 063019				\$2,612.07
47865	128275 073119	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 PD Fuel			
		001-000-210-521-10-32-00		PD-Fuel	
	Total 128275 073119				\$3,202.38
Total 47865					\$3,202.38
Total CHS/Cenex					\$5,814.45
					\$5,814.45

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

ClaimFox, Inc.

47866	39240870	8/2/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Aug 2019 Service			
		001-000-210-521-10-31-00	PD-Operating Supplies		\$65.00
Total 47866	Total 39240870				\$65.00
Total ClaimFox, Inc.					\$65.00

Comcast

47867	081719 COM	8/17/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Serv from 8/17/2019 - 9/16/2019			
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards		\$3.21
		Police Cable TV Act 8498 34 014 0106172			\$3.21
Total 47867	Total 081719 COM				\$3.21
Total Comcast					\$3.21

Core & Main LP

47868	K995881	8/8/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies - Water			
		401-000-000-534-80-31-01	Water Operating Supplies		\$271.13
Total 47868	Total K995881				\$271.13
Total Core & Main LP					\$271.13

Dicks Heating & A/C Inc

47869	219483	8/9/2019	2019 - August - 3rd August Batch for 09/05 Council		
		AC / Heating Repair - Court			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$245.44
Total 47869	Total 219483				\$245.44

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	47869	219485	8/12/2019	2019 - August - 3rd August Batch for 09/05 Council		
		AC / Heating Repair - Court				
		310-000-002-594-18-62-03		Gen Govt Campus Improvements		\$769.18
	Total 47869	Total 219485				\$769.18
Total Dicks Heating & A/C Inc						\$1,014.62
FP Mailing Solutions						\$1,014.62
	47870	RI104172780	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council		
		8/14/19 - 11/13/19 Services				
		001-000-180-518-50-45-01		Postage Meter Rental & Maint.		\$130.32
		Quarterly Rental				
	Total RI104172780					\$130.32
Total 47870						\$130.32
Total FP Mailing Solutions						\$130.32
FTR LTD						\$130.32
	47871	13443/01	7/17/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Contract 7/15/2019 - 7/15/2020				
		001-000-145-518-80-41-05		FTR-Recording Eq Support		\$759.11
	Total 47871	Total 13443/01				\$759.11
Total FTR LTD						\$759.11
Fugate Ford						\$759.11
	47872	433743	7/11/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Veh Repair and Maint - PW				
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		\$60.09
	Total 433743					\$60.09
	47872	433958	7/18/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Veh Repair and Maint - PW				
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		\$553.88
	Total 433958					\$553.88

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

47872	434185	7/26/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Veh Repair and Maint - Police			
		001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$611.58
		Veh Repair and Maint			
Total 47872	Total 434185				\$611.58
Total Fugate Ford					\$1,225.55
					\$1,225.55
Golder Associates Inc					
47873	555852	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service through 8/9/2019			
		320-000-020-595-30-63-00		Roberts Dr Rehab-Roadway Const	\$548.06
		320-000-020-595-50-63-01		Roberts Dr Rehab-Bridge Const	\$663.43
		320-000-020-595-61-63-00		Robert Drive Sidewalk Cost	\$1,673.01
Total 47873	Total 555852				\$2,884.50
Total Golder Associates Inc					\$2,884.50
Greater Maple Valley-Black Diamond Chamber of Commerce					
47874	11137	8/21/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Chamber Luncheon Aug 2019			
		001-000-110-511-60-43-00		Lodging, Meals and Mileage	\$22.00
		E. Stout			
		001-000-110-511-60-43-00		Lodging, Meals and Mileage	\$22.00
		T. Dedy			
		001-000-130-513-10-43-00		Lodging, Meals & Mileage	\$22.00
		C. Benson			
Total 47874	Total 11137				\$66.00
Total Greater Maple Valley-Black Diamond Chamber of Commerce					\$66.00
					\$66.00

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

Gunderson Law Firm

47875	1056	8/1/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 Service			
		001-000-151-515-41-41-04	Court Legal-Pros Attorney		
Total 47875	Total 1056				\$3,400.00
Total Gunderson Law Firm					\$3,400.00
Home Depot Credit Service					\$3,400.00
47876	1052152	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies - Court			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$23.71
Total 1052152					\$23.71
47876	1560269	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Suppleis - POL			
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance		\$59.62
Total 1560269					\$59.62
47876	24362	6/2/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies - Court			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$12.98
Total 24362					\$12.98
47876	9512701	8/12/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies - PW			
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies		\$103.42
Total 9512701					\$103.42
Total 47876					\$199.73
Total Home Depot Credit Service					\$199.73

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

Honey Bucket/Northwest Cascade Inc.

47877	0551180295	8/1/2019	2019 - August - 3rd August Batch for 09/05 Council		
		8/1/2019 - 8/28/2019 Service			
		001-000-270-576-80-31-00	Portable Restroom Facility		\$178.00
		Parks-Boat Launch Rental: 145291			
	Total 0551180295				\$178.00
47877	0551181731	8/2/2019	2019 - August - 3rd August Batch for 09/05 Council		
		8/2/2019 - 8/29/2019 Service			
		001-000-270-576-80-31-00	Portable Restroom Facility		\$92.00
		Lake Sawyer Regional Park: 71400002			
	Total 0551181731				\$92.00
Total 47877					\$92.00
Total Honey Bucket/Northwest Cascade Inc.					\$270.00
Joann Sloss					\$270.00

47878	08092019 JS	8/9/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Mileage Reimb - Burien, WA			
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage		\$66.27
		114.6 Miles			
	Total 08092019 JS				\$66.27
Total 47878					\$66.27
Total Joann Sloss					\$66.27
Jorge's Mobile Detail					\$66.27

47879	2051	8/23/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Veh Maint - PW			
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint		\$180.00
	Total 2051				\$180.00
Total 47879					\$180.00
Total Jorge's Mobile Detail					\$180.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
King County Finance						
47880	100254-100255	Proj 1135604 RSD BD0003 SGNL 216 A-CVSWYR 101-000-000-542-64-48-01	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council	Traffic Signal Maintenance	\$1,182.77
	Total 100254-100255					\$1,182.77
47880	3002483	Jun 2019 DAJD 001-000-211-523-60-49-00	7/12/2019	2019 - August - 3rd August Batch for 09/05 Council	Jail Costs	\$394.38
	Total 3002483	Qty 2				\$394.38
47880	3002539	Jul 2019 DAJD 001-000-211-523-60-49-00	8/12/2019	2019 - August - 3rd August Batch for 09/05 Council	Jail Costs	\$197.19
	Total 3002539	Qty 1				\$197.19
47880	96303	SWD-722009422 001-000-212-521-50-47-04	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council	Waste Disposal	\$25.25
	Total 96303	Bow Lake Transfer Station				\$25.25
Total 47880						\$1,799.59
Total King County Finance						\$1,799.59
King County Finance - Mental Health						
47881	2118187	Allocation 2nd Qtr 2019 001-000-182-566-00-49-01	8/16/2019	2019 - August - 3rd August Batch for 09/05 Council	KC Mental Health	\$287.42
	Total 2118187					\$287.42
Total 47881						\$287.42
Total King County Finance - Mental Health						\$287.42

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

Kyocera

47882	55T1061064	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service from 05/21/2019 - 08/20/2019			
		001-000-210-521-10-45-00	PD-Payments - US Bank/Copier		\$69.19
		001-000-248-518-20-45-03	MDRT-Copier Costs		\$24.49
		MDRT			
		001-000-254-518-20-45-04	Facilities Copier Maint Lease		\$61.42
		City Hall			
		001-000-254-518-20-45-04	Facilities Copier Maint Lease		\$158.19
		Community Dev			
		Total 55T1061064			\$313.29
		Total 47882			\$313.29

Total Kyocera

Language Line Services, Inc.

47883	4617452	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 Service			
		001-000-211-523-60-49-00	Jail Costs		\$19.70
		Total 4617452			\$19.70
		Total 47883			\$19.70

Total Language Line Services, Inc.

Law Office of Krista White Swain

47884	8 23 2019 KWS	8/23/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service for 08/2019			
		001-000-120-512-50-41-00	Court Judge		\$3,600.00
		Total 8 23 2019 KWS			\$3,600.00
		Total 47884			\$3,600.00

Total Law Office of Krista White Swain

Lennar NW LLC

47885	08132019 LNI	8/13/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Refund Acct 4656.134			
		401-000-000-343-40-00-01	Water Charges		\$149.65

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

	Total 08132019 LNI			New Owner Effective	
Total 47885					\$149.65
Total Lennar NW LLC					\$149.65
Les Schwab Tire Ctr - MV					\$149.65
47886	39800379112		7/12/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Veh Repair & Maint - Police			
		001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$93.39
	Total 39800379112				\$93.39
Total 47886					\$93.39
Total Les Schwab Tire Ctr - MV					\$93.39
Maria Moscoso					\$93.39
47887	001901		8/14/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Service for 8/2019			
		001-000-120-512-50-41-04		Court Interpreter	\$121.00
	Total 001901				\$121.00
Total 47887					\$121.00
Total Maria Moscoso					\$121.00
Mayes Testing Engineers, Inc.					\$121.00
47888	TC41179		8/9/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Jul 2019 Service			
		320-000-020-595-30-63-00		Roberts Dr Rehab-Roadway Const	\$3,955.00
		320-000-020-595-61-63-00		Robert Drive Sidewalk Cost	\$1,275.00
	Total TC41179				\$5,230.00
Total 47888					\$5,230.00
Total Mayes Testing Engineers, Inc.					\$5,230.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Office Products Nationwide					
47889	1053575-0	8/2/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		001-000-270-576-80-31-01		Parks Office Supplies	\$6.06
		001-000-280-536-20-31-00		Cemetery Office Supplies	\$3.03
		101-000-000-542-30-31-00		Office Supplies	\$30.29
		401-000-000-534-80-31-02		Office Supplies	\$36.34
		407-000-000-535-80-31-02		Office Supplies	\$34.95
		410-000-000-531-10-31-00		Office Supplies	\$30.29
	Total 1053575-0				\$140.96
47889	1053575-1	8/5/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		001-000-270-576-80-31-01		Parks Office Supplies	\$14.28
		001-000-280-536-20-31-00		Cemetery Office Supplies	\$7.14
		101-000-000-542-30-31-00		Office Supplies	\$71.40
		401-000-000-534-80-31-02		Office Supplies	\$85.68
		407-000-000-535-80-31-02		Office Supplies	\$82.39
		410-000-000-531-10-31-00		Office Supplies	\$71.40
	Total 1053575-1				\$332.29
47889	1055223-0	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		001-000-180-518-50-31-00		Office Supplies City Hall	\$113.66
	Total 1055223-0				\$113.66
47889	1055408-0	8/15/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		001-000-180-518-50-31-00		Office Supplies City Hall	\$136.80
	Total 1055408-0				\$136.80
47889	1055671-0	8/16/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Bldg Supplies			
		001-000-254-518-20-31-00		Facilities Operating Supplies	\$128.46
	Total 1055671-0				\$128.46

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47889	1056651-0	8/23/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Supplies			
		001-000-120-512-50-31-00	Operating Supplies		\$31.58
	Total 1056651-0				\$31.58
Total Office Products Nationwide					\$883.75
Perteet Inc.					\$883.75
47890	20170202.006-4	8/7/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service from 7/1/2019 - 7/28/2019			
		001-000-257-558-70-41-04	MDRT Environmental Consultant-Perteet		\$1,687.50
	Total 20170202.006-4				\$1,687.50
47890	20170202.009-3	8/7/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Service from 6/03/2019 - 7/28/2019			
		001-000-257-558-70-41-04	MDRT Environmental Consultant-Perteet		\$2,657.50
	Total 20170202.009-3				\$2,657.50
Total Perteet Inc.					\$4,345.00
Puget Sound Energy					\$4,345.00
47891	080519 PSE	8/5/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 Service			
		001-000-212-521-50-47-00	Electric/gas		\$40.76
		220013379882: Police Storage			
		001-000-212-521-50-47-00	Electric/gas		\$521.80
		200009377470: PD/CT Elec			
		001-000-248-518-20-47-00	MDRT Electricity		\$211.54
		220013379841: MDRT Mod Bldgs Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$172.20
		200008061844: City Hall Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$36.89
		200008062016: City Hall Elec			
		001-000-254-518-20-47-00	Facilities-Utilities		\$317.31
		220013379841: CD/PW Mod Bldgs Elec			
		001-000-270-575-30-47-00	Museum Electric/Gas		\$159.53
		220013378793: Museum			

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference		Name	Amount
	Account Number		Title	
	001-000-270-575-51-47-00		Gym- Electricity and Gas	\$82.61
	220013379652: Gym			
	001-000-270-576-80-47-00		Electric/Gas	\$10.45
	220013379221: Lake Sawyer Boat Launch			
	001-000-270-576-80-47-00		Electric/Gas	\$3.45
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		Electric/Gas	\$1.72
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		Street Lighting	\$42.98
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		Street Lighting	\$152.02
	220014704229: Intersection Light 219th & SE 296th St			
	101-000-000-542-63-47-01		Street Lighting	\$53.30
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		Street Lighting	\$10.45
	220013379247: 216th Signal & Street Lights			
	101-000-000-542-63-47-01		Street Lighting	\$1,841.25
	220013397355: PSE Streetlights			
	101-000-000-542-63-47-01		Street Lighting	\$13.55
	220013379601: Baker St Crosswalk			
	101-000-000-542-63-47-01		Street Lighting	\$11.12
	220019188881: Intersection Light 24430 Morgan St			
	101-000-000-543-50-47-00		Electric/Gas	\$18.97
	220013379635: PW Shop-Street 22%			
	401-000-000-534-80-47-00		Electric/Gas	\$21.31
	220013378850: .5 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$289.61
	220013378868: 4.3 Mil Gal Resv			
	401-000-000-534-80-47-00		Electric/Gas	\$20.69
	220013379635: PW Shop-Water 24%			
	401-000-000-534-80-47-00		Electric/Gas	\$3,359.90
	220013378835: Booster Station			
	407-000-000-535-80-47-00		Electric/Gas	\$32.55
	220013379643: Diamond Glen Sewer			
	407-000-000-535-80-47-00		Electric/Gas	\$67.83
	220013378819: Morganville Lift Station			
	407-000-000-535-80-47-00		Electric/Gas	\$11.96
	220013379619: Sewer Pump			
	407-000-000-535-80-47-00		Electric/Gas	\$20.69
	220013379635: PW Shop-Sewer 24%			
	410-000-000-531-10-47-00		Electric/Gas	\$20.69
	220013379635: PW Shop-Drainage 24%			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
	Total 47891	Total 080519 PSE			\$7,547.13
	Total Puget Sound Energy				\$7,547.13
					\$7,547.13
	Regional Animal Services of King County				
	47892	82119 RAS	8/22/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Aug 2019 Pet Lic			
		633-000-000-589-90-00-01		King County Animal License	\$75.00
	Total 47892	Total 82119 RAS			\$75.00
	Total Regional Animal Services of King County				\$75.00
	Republic Services #176				
	47893	5782207	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Jul 2019 Service			
		001-000-212-521-50-47-04		Waste Disposal	\$263.02
	Total 5782207				\$263.02
	47893	5782503	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Jul 2019 Service			
		001-000-270-576-80-47-04		Garbage & Waste Disposal	\$12.53
		001-000-280-536-20-47-04		Waste Disposal	\$6.26
		101-000-000-543-50-47-04		Waste Disposal	\$68.84
		401-000-000-534-80-47-04		Waste Disposal	\$75.10
		407-000-000-535-80-47-04		Waste Disposal	\$75.10
		410-000-000-531-10-47-04		Waste Disposal	\$75.10
	Total 5782503				\$312.93
	47893	5782652	7/31/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Jul 2019 Service			
		001-000-248-518-20-47-03		MDRT-Waste Disposal Costs	\$105.21
		MDRT			
		001-000-254-518-20-47-01		Facilities-Waste Disposal	\$157.81
		City Hall			
	Total 5782652				\$263.02
	Total 47893				\$838.97
	Total Republic Services #176				\$838.97

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

Ruby Peters

47894	8 28 2019 RP	8/28/2019	2019 - August - 3rd August Batch for 09/05 Council		
		101-000-000-544-90-43-00	PW-Clearing- Shared Meals, Miles & Lodging		\$73.56
		Parking Reimb - Training - Seattle			
		101-000-000-544-90-43-00	PW-Clearing- Shared Meals, Miles & Lodging		\$36.54
		Mileage Reimb - Training - Seattle			
	Total 8 28 2019 RP				\$110.10
	Total 47894				\$110.10
	Total Ruby Peters				\$110.10

Safe Security

47895	5626668	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Aug 2019 Service			
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost		\$54.98
	Total 5626668				\$54.98
	Total 47895				\$54.98

SHI International Corp.

47896	B10411275	8/13/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Blue Beam S/W & Maint Contract 8/8/2019 - 8/6/2020			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		\$2,869.71
	Total B10411275				\$2,869.71
47896	B10424974	8/15/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Contract 8/12/2019 - 8/11/2022			
		001-000-145-518-80-41-04	BD Anti-Virus S/W 2019-2021		\$3,095.10
		Citywide S/W Anti-Virus / Malware			
	Total B10424974				\$3,095.10

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47896	B10443381	8/19/2019	2019 - August - 3rd August Batch for 09/05 Council		
		NetMotion Contract 9/21/2019 - 9/20/2020			
		001-000-214-521-20-48-04		NetMotion Maintenance Mobile Units	
	Total B10443381				\$867.58
	Total 47896				\$867.58
	Total SHI International Corp.				\$6,832.39
					\$6,832.39
	Sound Uniform Solutions/Bratwear				
47897	201908SU016	8/2/2019	2019 - August - 3rd August Batch for 09/05 Council		
		PD Uniforms			
		001-000-210-521-10-31-04		PD-Uniforms	
	Total 201908SU016				\$20.88
	Total 47897				\$20.88
	Total Sound Uniform Solutions/Bratwear				\$20.88
					\$20.88
	South Correctional Entity				
47898	3923	8/9/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 Inmate Days			
		001-000-211-523-60-49-00		Jail Costs	
		13 days			
	Total 3923				\$2,340.00
	Total 47898				\$2,340.00
	Total South Correctional Entity				\$2,340.00
					\$2,340.00
	Summit Law Group, PLLC				
47899	106586	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jul 2019 Service			
		001-000-150-515-41-41-02		Legal Services -Employment	
		Review Resolution			
	Total 106586				\$220.00
	47899	106587	8/20/2019	2019 - August - 3rd August Batch for 09/05 Council	
		Jul 2019 Service			
		001-000-150-515-41-41-08		Legal Svcs-Union Contracts	
					\$275.00

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

Teamsters

Total 106587

Total 47899

Total Summit Law Group, PLLC

TNT Fireworks

47900

08/12/2019 TNT

8/12/2019

2019 - August - 3rd August Batch for 09/05 Council

Release 2019 Bond
001-000-240-345-89-99-22

Fire Works Bonds

Total 08/12/2019 TNT

Total 47900

Total TNT Fireworks

Valley Communications Center

47901

24000

8/10/2019

2019 - August - 3rd August Batch for 09/05 Council

911 Calls Jul 2019
001-000-214-521-20-41-00
316 calls

Valley Comm - Dispatch Service

Total 24000

Total 47901

Total Valley Communications Center

Verizon Wireless

47902

9835797086

8/11/2019

2019 - August - 3rd August Batch for 09/05 Council

7 11 - 8 10 Service
001-000-145-518-80-42-00
IT
001-000-180-518-50-49-00
Miscellaneous/Extra Phone/Credits
001-000-214-521-20-42-00
Police
001-000-240-558-51-42-00
Community Development

Communications

Miscellaneous

Police Tele/web/DSL/Air Cards

Telephone

\$52.25

\$55.51

\$470.25

\$99.56

\$13,414.20

\$13,414.20

\$13,414.20

\$13,414.20

\$750.00

\$750.00

\$750.00

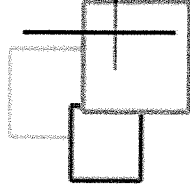
\$750.00

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number	Title		
	001-000-246-558-70-42-01	Telephones		\$196.76
	MDRT (Funding)			
	001-000-254-518-20-42-00	Facilities-Telephones		\$52.25
	City Clerk (Funding)			
	001-000-270-576-80-42-00	Telephone/DSL/Radios		\$17.46
	PW/Facilities			
	001-000-280-536-20-42-00	Telephone, DSL & Radios		\$8.73
	PW/Facilities			
	101-000-000-542-30-42-01	Telephone/DSL/Radios		\$96.02
	PW/Facilities			
	401-000-000-534-80-42-00	Telephone/DSL/Radios		\$104.75
	PW/Facilities			
	407-000-000-535-80-42-00	Telephone/DSL/Radios		\$104.75
	PW/Facilities			
	410-000-000-531-10-42-00	Telephone/DSL/Radios		\$104.75
	PW/Facilities			
	Total 9835797086			
	Total 47902			\$1,363.04
	Total Verizon Wireless			\$1,363.04
				\$1,363.04
Washington State Department of Ecology				
47903	2019-RS-WAR045505	2019 - August - 3rd August Batch for 09/05 Council		
	2019 Stormwater Monitoring			
	410-000-000-531-10-41-04	Dept of Ecology - Stormwater Permit		\$2,027.00
	2019 2nd Half			
	Total 2019-RS-WAR045505			
	Total 47903			\$2,027.00
Total Washington State Department of Ecology				\$2,027.00
Washington State Patrol				\$2,027.00
47904	19007248	2019 - August - 3rd August Batch for 09/05 Council		
	Apr 2019 Service			
	001-000-120-512-50-49-09	Misc Court Costs		\$24.00
	Background check			
	001-000-240-558-51-49-02	Miscellaneous		\$36.00
	Background check			
	101-000-000-544-90-49-02	PW Clearing-Shared Other costs		\$12.00
	Background check			
	Total 19007248			\$72.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47904	119008007	6/5/2019	2019 - August - 3rd August Batch for 09/05 Council		
		May 2019 Service			
		001-000-137-514-21-49-00	Miscellaneous		\$12.00
		Background check			
		101-000-000-544-90-49-02	PW Clearing-Shared Other costs		\$24.00
		Background check			
	Total 119008007				\$36.00
47904	119008712	7/3/2019	2019 - August - 3rd August Batch for 09/05 Council		
		Jun 2019 Service			
		001-000-140-514-23-49-00	Miscellaneous		\$12.00
		Background check			
	Total 119008712				\$12.00
Total 47904					\$120.00
Total Washington State Patrol					\$120.00
Washington Workwear Stores, Inc.					
47905	4481	8/15/2019	2019 - August - 3rd August Batch for 09/05 Council		
		PW Uniforms			
		001-000-270-576-80-31-07	Uniforms		\$10.94
		001-000-280-536-20-31-04	Uniforms		\$5.47
		101-000-000-542-30-31-04	Uniforms & Safety Supplies		\$60.19
		401-000-000-534-80-31-05	Uniforms		\$65.66
		407-000-000-535-80-31-04	Uniform Allowance		\$65.66
		410-000-000-531-10-31-04	Uniforms and Safety Supplies		\$65.68
	Total 4481				\$273.60
47905	4492	8/16/2019	2019 - August - 3rd August Batch for 09/05 Council		
		MDRT Supplies			
		001-000-246-558-70-35-00	Small Tools and Safety Equipment		\$156.37
	Total 4492				\$156.37
Total 47905					\$429.97
Total Washington Workwear Stores, Inc.					\$429.97

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name	Amount
Water Management Laboratories, Inc.					
47906	178145	Water Testing	8/14/2019	2019 - August - 3rd August Batch for 09/05 Council	
		401-000-000-534-80-41-02		Water Testing and Sampling	\$78.00
Total 47906	Total 178145				\$78.00
Total Water Management Laboratories, Inc.					\$78.00
Vendor Count	53			Grand Total	\$144,919.77

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)					
47907	712969610	9/01 - 9/30 Service	8/13/2019	2019 - September - 1st September Batch for 09/05 Council	
		001-000-270-576-80-49-02		Security	\$1.17
		001-000-280-536-20-49-02		Security	\$2.34
		101-000-000-543-50-49-03		Security	\$12.88
		401-000-000-534-80-49-07		Security	\$14.05
		407-000-000-535-80-49-05		Security	\$14.05
		410-000-000-531-10-49-04		Security	\$14.05
		Total 712969610			\$58.54
		Total 47907			\$58.54
Total ADT Security Services (PA)					
Sorci Family LLC					
47908	083119 SFLLC	September 2019 Rent	8/31/2019	2019 - September - 1st September Batch for 09/05 Council	
		001-000-248-518-20-45-02		MDRT Property Rental Cost	\$668.80
		001-000-254-518-20-45-02		Facilities-Prop Rental	\$1,002.13
		001-000-254-518-20-45-05		Facilities City Hall Bldg Rental	\$2,195.34
		Total 083119 SFLLC			\$3,866.27
		Total 47908			\$3,866.27
Total Sorci Family LLC					
Vendor Count 2					Grand Total
					\$3,924.81

Uline

BLACK DIAMOND CITY COUNCIL WORK SESSION MINUTES

August 8, 2019

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers, Deady, Oglesbee, Edelman, Stout, and Wisnoski.

Staff present: Andrew Williamson, MDRT/Ec Dev Director, and Brenda L. Martinez, City Clerk.

There were introductions of the Mountain View Fire & Rescue Commissioners.

WORK SESSION:

1) Discussion Regarding Fire Department Services

Fire Commissioner Ferrell read a prepared statement regarding fire services provided to Black Diamond. The letter touched on the amount the city is paying is not keeping pace with the cost of providing their services to the growing City. He gave background information fire services for Black Diamond and noted the City entering into an ILA in 2006 with them. He shared that during the past several years the City has benefited financially by the District being able to get the Protection Classification for Black Diamond reduced from a 6 to a 4, which in turn reduces the insurance premiums for every homeowner and business and also by the increasing cost of maintaining the level of coverage has not been fully covered by the terms of the currently ILA. Also discussed was the City's budget and levy rate. He noted the concerns of the District relate to the following primary issues: 1) Inequities and the concerns with that, 2) Expanding services for the City's growth, and 3) Six years of study and recommendations with no resolution. In closing, Commissioner Ferrell stated that it is crucial these issues be addressed. He noted the draft ILA 3rd Addendum was provided for discussion in March of 2019, including an approach to align the cost of services over the next four years and should a fair and equitable plan not be agreed to fund fire and emergency services in the City, elected officials for the District will be forced to take action related to the continuance of the current ILA. The District is looking forward to making important progress with the Council.

Mayor Benson discussed the financial significance of the contract the District is proposing. She discussed the suggested rates and how they would affect the city. She noted the need to take

out of the agreement the reference to the pre-annexation agreement as this is not the place for that. She discussed a levy lid lift and how that would work. She also discussed the calls for service and noted they have not gone up since she's been involved in City government.

Commissioner Ferrell discussed the District not wanting to push this issue earlier due to the fact the City Council was not functioning well and wanting to give time to get the Council to be cohesive.

There continued to be back and forth discussion between the Councilmembers and Commissioners with the topics/highlights of discussion being:

- Levy Lid Lift being discussed in 2015, however the timing was not good
- Monies in the City Budget for the purchase of a new fire truck
- Councilmember Wisnoski discussed how the City is underpaying for fire services and noted the City needs to find the money
- The need to leave this meeting with the same direction for Council and the Commissioners
- Discussion on how the fire budget has progressed over the last fourteen years
- When the City needs to do a lid lift and what the number should be
- Citizens deserve quality service and there is cost for that
- Commissioner Ferrell explaining the need to know that the Council sees there needs to be a fair and equitable increase and would like the Council to promise that they will be paying there fair and equitable share
- Discussion on benefit service charge and how it works
- Mayor giving staff direction to research what the city needs for a levy lid lift and having a discussion at the next meeting showing good faith and confidence that the working on this

In closing it was suggested to get together in 60 days to discuss progress on the levy lid lift and the ordering of the new fire truck. There was consensus this would happen at the work session on October 10, 2019.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** by Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

The meeting ended at 7:30 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

Council Meeting of August 15, 2019

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 Deady, Oglesbee, Edelman, Stout, and Wisnoski.

ABSENT: None

Staff present: Scott Hanis, Capital Projects/Program Manager; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk/HR.

AGENDA REVIEW AND APPROVAL:

Councilmember Oglesbee **moved** to accept the agenda; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation – Children’s Therapy Center Day – August 29, 2019

Mayor Benson read a proclamation regarding August 29, 2019 being Children’s Therapy Center Day.

CONSENT AGENDA:

Councilmember Edelman **moved** to adopt the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) Claim Checks** –August 15, 2019 Check No. 47787 through 47850 (voided checks 47602, 47788-47803) and EFTs in the amount of \$ 455,836.24
- 2) Payroll** – July 30, 2019 – Check No. 19839 through 19843 and 19845 through 19855 and ACHs in the amount of \$371,115.99.
- 3) Minutes** –Council Meeting of August 1, 2019

- 4) **AB19-039** – Resolution No. 19-1310 Amending the Adopted Planning Calendar for the 2020 Budget Process

PUBLIC COMMENTS:

Pat Nelson, Black Diamond spoke to Council.

Robbin Taylor, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 5) **AB19-040** – Resolution No. 19-1311 Awarding Bid and Contract to Triangle Pumps & Equipment, Inc.

Capital Projects/Program Manager Hanis reported to Council on this agenda item.

There was Council discussion with Councilmembers noting being in support of this item.

Councilmember Edelman **moved** to adopt Resolution No. 19-1312 authorizing the Mayor to execute an agreement with Triangle Pump & Equipment, Inc. to provide the pumps for the WSFFA Springs Rehabilitation; **second** Councilmember Stout. Motion **passed** with all voting in favor (5-0).

- 6) **AB19-041** – Resolution No. 19-1312 Authorizing the Purchase of a New Public Works Truck

Capital Projects/Program Manager Hanis briefed Council on this item.

There was Council discussion on this agenda item.

Councilmember Deady moved to adopt Resolution No. 19-1312 authorizing the purchase of a new 2019 Dodge Ram 1500 Classic Tradesman 4X4 from Northsound Dwayne Lane; second Councilmember Oglesbee. Motion passed with all voting in favor (5-0).

- 7) **AB19-042** – Resolution No. 19-1313 Awarding Bid and Contract to Process Solutions, Inc.

Capital Projects/Program Manager Hanis discussed this item.

There was back and forth discussion between Councilmembers and Mr. Hanis.

Councilmember Edelman **moved** to adopt Resolution No. 19-1313 authorizing the Mayor to execute an agreement with Process Solutions, Inc. to provide the variable frequency

drive control panel for upcoming WSFFA pump station reconstruction project; **second** Councilmember Oglesbee.

Mr. Hanis clarified what the WSFFA is.

Vote: Motion **passed** with all voting in favor (5-0).

DEPARTMENT REPORTS:

Fire –

Commissioner Ferrell announced that on September 7 the department will be holding a pancake breakfast and at the event they will be providing bike helmets to kids. He invited everyone to attend.

Chief Smith reported on the department using the state bid process to purchase many vehicles and noted it's the way to go. He recapped calls from August 1 – 14 and noted there being a total of 40 incidents for a 2.68 call per day. He shared that 27% of their calls are from elderly patients 70 and over. He discussed the per capita call volume per 1,000 population for a few different areas. He also invited citizens to visit them at the pancake breakfast and shared they are getting ready for the City's Labor Day event.

MAYOR'S REPORT:

Mayor Benson reported attending the work session with Mountain View Fire & Rescue regarding fire services for the City and noted the next meeting will be in 60 days to discuss levy lid lift and budget. She stated the City Attorney will be drafting a resolution and agreement for the purchase of the new fire truck. She shared that Sound Publishing is in the middle of changes and one of them is the folding of Maple Valley portion of the Maple Valley/Covington Reporter, with Covington now being a part of the Kent Reporter. After August 30, residents in the northern part of Black Diamond will no longer receive a copy of the Maple Valley/Covington Reporter, and instead will receive a copy of the Courier Herald.

COUNCIL REPORTS:

Councilmember Oglesbee reported being absent from the last regular Council meeting, however she was able to listen to the audio. She commented on the legislation passed creating two new Council positions. She shared that she personally sees no problem with the move to a seven-member Council now as the City is growing and the Council needs to grow as well. She discussed state law being that the City Council does appoint these two new positions and then they run in the next general election in 2021. She noted she would like to see the process be the same as it has been in the past and move the interviews to a regular Council meeting. She discussed the levy lid lift being a lot of work and touched on the exemptions that apply. She reported attending the work session, the community-wide garage sale and reminded citizens that the Labor Days event is coming up soon.

Councilmember Edelman reported meeting with Barb Kincaid on a code revision. She noted attending the Public Works Committee meeting where they discussed the items on

tonight's agenda, SEAL TC meeting, National Night Out event at Mayor Benson's house, and the work session. She discussed the Council Rules changes she brought up at the last meeting and noted she would like to move forward with the changes so Council can vote on them soon. She commented being willing to make the changes and send to the Attorney for review. She reviewed the changes she is proposing and noted bringing them back to the next meeting in September. There was consensus for Councilmember Edelman to draft language for Council consideration.

Councilmember Stout reported on the attendance at the work session where the fire contract was discussed. She noted there being a lot to work out and stated her position is we need to do the best we can with what we have to provide services to Black Diamond. She commented on being confused about the chart regarding the proposed increases and it being drastic and then at the meeting being told that is not what they will be asking. She shared the fire contract will again be discussed at the October 10 work session. She mentioned that on August 22 at 11:00 a.m. there will a ribbon cutting ceremony for the grand opening of the Roberts Drive Rock Creek Bridge Pedestrian Walkway. She thanked and congratulated Councilmember Deady for all her hard work on the Black Diamond Community Center garage sale where \$3,200 was raised for the Community Center.

Councilmember Wisnoski reported attending the work study last week, the Community Yard Sale, and advised there was no planning committee meeting. He emphasized to the staff the importance of bringing the correct budget numbers and any pertinent information to the Oct. 4th meeting. He mentioned that the Councilmembers don't always agree with each other, and with the Mayor, on all matters that come before them and wanted to reassure the citizens that they always try to work through all disagreements in a reasonable fashion to come to a decision that is best for the citizens of Black Diamond. He reiterated that they are not always "YES" people; always agreeing with the Mayor's decisions. He was a bit confused to where they are with the fire engine/truck purchasing process and the Mayor asked Attorney Linehan to explain the process. Attorney Linehan explained that the 1st step with purchasing the engine/truck would be to bring a resolution to Council at the next meeting which he will draft up. The fire dept. has already been doing the research to look for the best deal. Then they would go through a large government coop in Texas which is a state-run entity and they have huge purchasing power for the best pricing. The 2nd step would deal more of logistics; who places the ad, who review bids, who opens bids, who decides on the apparatus, who places the order, etc. Finally, Mt. View would bring a recommendation to Council for approval and then places the order. Once the order is placed, it would take approximately a year for it to be delivered. He noted that he would like to see the verbiage regarding the contractual length for the City Attorney, be revised from 5 yrs. to 2 yrs. to make it less ambiguous and open for interpretation. Discussion followed from the Councilmembers and no one had any issues with it to be changed. He reported the Phillapeno Heritage Day is a free cultural event and will take place 8/24 from 11am to 4pm at Neely Mansion.

Councilmember Deady reported on the Community wide Yard Sale which happened the 2nd weekend of August and was a huge success raising \$3,207 for the Community Center. They had 11 residents participate in addition to the community sale which was very well

attended all 3 days. She wanted to thank Judy Watson, Lynn Mason, and Barbara Jensen for all their help all 3 days. She noted they were there from 8am till 11pm each of the 3 days. She also mentioned there were several comments to her from citizens regarding the council increasing from 5 members to 7 members this year. She also touched on the importance of entertaining the idea of a Levy Lid Lift probably next year when the new members are involved. She stated briefly that she attended National Night Out. She reminded everyone that the Public Safety Committee Meeting is on September 5 from 3pm to 4pm.

ATTORNEY REPORT: City Attorney Linehan announced he would like to add a ten-minute executive session to discuss litigation pursuant to RCW 42.30.110(1)(i).

PUBLIC COMMENTS:

Jennifer Lathum, Black Diamond spoke to Council.

Pat Nelson, Black Diamond spoke to Council.

EXECUTIVE SESSION:

At 8:16 p.m. Mayor Benson recessed the meeting into an executive session to discuss with legal counsel litigation pursuant to RCW 42.30.110(1)(i). The executive session was anticipated to last for ten minutes with no action to follow. The Council Chambers was emptied so Council could go into executive session.

Mayor Benson called the meeting back to order at 8:26 p.m.

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0).

The meeting ended at 8:26 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 5, 2019 AB19-043	
Resolution authorizing the Mayor to execute Master Service Agreements with CivicPlus for Website and CivicClerk and on-going Technical Support	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source:	IS – Rob Reed	X
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Master Service Agreement and Exhibits		
<p>SUMMARY STATEMENT:</p> <p>City Council and staff have identified the need to replace the existing webpage and add agenda management software. Staff solicited companies who provide these services and three proposals were received and all systems were demonstrated.</p> <p>Following the demonstrations it was determined that CivicPlus products best met the needs of the City. The CivicPlus products integrated smoothly between each module and the costs were competitive to the others demoed.</p> <p>Project expenses for 2019 are anticipated at \$8,000 website and \$3,825 CivicClerk for a total of \$11,825. Recurring costs starting in 2020 will be \$1,750 website and \$2,500 CivicClerk for a total of \$4,250.</p> <p>FISCAL NOTE (Finance Department): There is money in the capital budget for this.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
<p>RECOMMENDED ACTION: A motion to adopt Resolution No. 19-1314 authorizing the Mayor to execute a Master Services Agreement with CivicPlus for website design and installation, CivicClerk installation and ongoing support for website and CivicClerk software.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
City of Black Diamond

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and City of Black Diamond (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign and email to Jordan Cairns at cairns@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA #22	This Section intentionally omitted.
MSA #23	This Section intentionally omitted.
MSA #24	This Section intentionally omitted.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



CivicCMS Website Agreement Contract Information

Client Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



License and Service Agreement

Date: August 14, 2019

Client: City of Black Diamond

Client Address: 24301 Roberts Drive, Black Diamond WA 98010

Phone: (360) 851-4500

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

Term and Termination

1. This agreement shall be for a one-year period, starting at signing, and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules. CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Upon completion and delivery of the website to Client, Client will assume full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.



Billing & Payment Terms

9. The project charges include the one-time development costs (\$8,000) and the annual services (\$1,750) as detailed on Exhibit A. The client will be invoiced as follows:
 - a. 50% (\$4,875) will be invoiced within 30 days from the signed date of this agreement.
 - b. 50% (\$4,875) will be invoiced within 120 days from the signed date of this agreement.
10. Annual services shall be subject to a 5% annual increase beginning in Year 3 of service.
11. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

15. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages.
16. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the



consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

22. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized



and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: Bill Letsky

Title: _____

Title: Sales Director

Date: _____

Date: _____



Standard Website Services

Exhibit A

City of Black Diamond

Initial Services

Phase 1: Website Design

- **Create Custom Site Homepage Design & Layout**
- **Create Subpage Design & Layout**
- **Modify Design with Client Input until Approved**

Phase 2: Site Implementation

- **Identify Global Navigation, Cascading Navigation, Mega-Menus & Related Links**
- **Implement Design within CMS**
- **Develop Department Landing Pages**

Phase 3: Content Development

- **Create All Department & Board Landing Pages**
 - **Contact Information**
 - **Staff Table**
 - **Welcome Text**
- **Build out up to 500 Pages/Files of content identified by client**

Phase 4: User Training

- **One Day of Online User training sessions: Group & Individual, as needed**

Phase 5: Website Deployment

- **Final Site Review and Link Checking**
- **Install & Activate related modules**
- **DNS Activities**

Total Project Cost:

\$8,000



Annual Services

Exhibit A

Hosting

- **Secure Hosting in domestic data center**
- **Shared Web/SQL Server**
- **Redundant ISP**
- **24/7 Monitored facility**
- **Redundant Power supplies with back-up generator**
- **Daily backups off-site**
- **99.9% Uptime**
- **Intrusion Detection & Prevention**

Support

- **24/7 Emergency Support**
- **Up to Two (2) Designated Support Users**
- **Unlimited Number of Content Editors**
- **Unlimited User Support, 9am to 5pm, Monday – Friday**
- **Personnel dedicated solely to User Support**
- **Same day response (24 Hour Window)**
- **Online Training Documentation**
- **Monthly User Tutorials**

CMA Application & Modules

- **Annual CMS Usage License**
- **Periodic CMS Upgrades**
- **Core Drupal Upgrades, as Applicable**
- **Periodic Module Upgrades**
- **Install Service Patches, as Applicable**

Total Annual Cost

\$1,750

Additional supported users may be added at an annual cost of \$250 per user.

Included in your website package:

- **Apache Solr Search Appliance**
- **Google Analytics for Traffic Statistics**
- **E-Subscriber Mail Lists**
- **Online Web Forms**
- **Online Monthly User Webinars**
- **No Limit as to the Number of Pages You Can Add Over Time**

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-04553-1

Date:

8/1/2019 10:37 AM

Expires On:

10/30/2019

Product:

CivicClerk

Ship To

Rob Reed
Black Diamond WA - CivicClerk

Bill To

Black Diamond WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns	x	cairns@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk Standard Package	Standard Package - Max Number of Boards: 7	\$0.00
1.00	CivicClerk- Standard Annual Fee	CivicClerk- Standard	\$2,500.00
1.00	CivicClerk Consulting (per hour)	CivicClerk Consulting (per hour)	\$100.00
1.00	CivicClerk Design	CivicClerk Design	\$300.00
1.00	CivicClerk Configuration	CivicClerk Configuration	\$300.00
1.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$625.00
TOTAL:			\$3,825.00

Total Days of Quote:365

One Time Costs	\$1,325.00
Recurring Costs	\$2,500.00

* Recurring Costs stated herein are based upon the number of days stated above.
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

1. Performance and payment under this Statement of Work ("SOW") shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached as Exhibit A.1.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 (the sum of the One Time Costs and Recurring Costs) will be invoiced at signing of this SOW.

4. Renewal Term Annual Services (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk. CivicPlus does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	Same as SMA	URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none">• Complete the implementation questionnaire• Provide Word versions of your agendas and item reports	<ul style="list-style-type: none">• Create a production site request and assign a PL request in JIRA• Reach out to Client to explain the Implementation plan• Schedule and conduct a kick-off call with Client, if requested• Once supplied Word versions of the agendas and item reports, configure the templates in the system• Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none">• Be prepared to schedule a call for system review• Provide feedback on any needed changes	<ul style="list-style-type: none">• Schedule and conduct a first look call with Client.• Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none">• Provide a list of users• Provide any additional feedback and changes	<ul style="list-style-type: none">• Enter user list with appropriate security settings• Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none">• Schedule a presentation for administrator training• Schedule a presentation for end user training	<ul style="list-style-type: none">• Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none">• Provide Word versions of your most recent minutes• Provide a list of your Board/Council members• Schedule a 30 minute call for minutes training• Schedule a 30 minute call for BoardView training	<ul style="list-style-type: none">• Once supplied Word versions of the minutes, configure the templates in the system• Schedule and conduct minutes training• Schedule and conduct BoardView training

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: September 5, 2019 AB19-044	
Resolution authorizing contract with South Correctional Facility	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	X
Fund Source: General Fund	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Contract		
SUMMARY STATEMENT: Currently the City of Black Diamond contracts with SCORE for inmate housing and would like to continue utilizing the South Correctional Entity in Des Moines as an option when booking offenders. The City's current inmate housing contract will terminate at the end of December 2019 and the attached interlocal is a proposed renewal contract with a requested return date of October 31, 2019, and an effective date of January 1, 2020. The agreement is for a three a year term with 90-day termination notice. 2020 rates are \$184.00/day plus additional surcharges if applicable (mental health, suicidal, infirmity etc.) FISCAL NOTE (Finance Department): There is budget for this, however the cost varies depending on the bookings.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A motion to adopt Resolution No. 19-1315 authorizing contract with South Correctional Facility.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 5, 2019		

RESOLUTION NO. 19-1315

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR
AGREEMENT FOR INMATE HOUSING WITH THE SOUTH
CORRECTIONAL ENTITY (SCORE).**

WHEREAS, currently the City of Black Diamond contracts with SCORE for inmate housing and would like to continue utilizing the South Correctional Entity in Des Moines as an option when booking offenders and;

WHEREAS, SCORE has provided notice that the City's current inmate housing contract will terminate at the end of December 2019; and

WHEREAS, SCORE, which is a governmental agency formed by interlocal agreement among various member cities, has provided a proposed renewal contract for approval by contracting jurisdictions, including the City of Black Diamond, with a requested return date of October 31, 2019, and an effective date of January 1, 2020;

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

Section 1. The Mayor is hereby authorized to execute an agreement for inmate housing with the South Correctional Entity (SCORE) for a term of three years, as shown in Attachment A hereto. The schedule of fees and charges included in the inmate housing agreement at Exhibit A is approved. Per Section 4 of the agreement, the Mayor is authorized to acknowledge receipt of an updated schedule of fees and charges from SCORE and to accept same without necessity of formal amendment or action by the Council or the Board of SCORE.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF SEPTEMBER, 2019.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____ a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

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

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Name:

Title:

Title:

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: _____
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burién, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing an Interlocal Agreement (ILA) with the Houston-Galveston Area Council for Procurement of a New Fire Apparatus.	Agenda Date: September 5, 2019 AB19-045	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source:		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution, Sample ILA		
SUMMARY STATEMENT: <p>Currently the City is preparing to purchase a new fire engine. Execution of this Interlocal Agreement will allow the City to piggyback on the purchasing authority of the Houston-Galveston Area Council (HGAC) due to the wide range of qualified vendors and excellent prices through H-GAC. This method was recommended by the Fire Chief.</p> <p>The City is eligible to join HGACBuy by entering into an Interlocal Agreement without financial cost or obligation therefore it was determined that joining HGACBuy would facilitate the efficient and cost-effective purchase of a new fire engine for the City.</p> <p>FISCAL NOTE (Finance Department):</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A motion to adopt Resolution No. 19-1316 authorizing an Interlocal Agreement (ILA) with the Houston-Galveston Area Council for Procurement of a New Fire Apparatus.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 5, 2019		

RESOLUTION NO. 19-1316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL FOR PROCUREMENT OF A NEW FIRE APPARATUS.

WHEREAS, the City of Black Diamond is preparing to purchase a new fire engine;

WHEREAS, the City's contracted Fire Chief has recommended that the new fire engine be procured through "piggybacking" on the purchasing authority of the Houston-Galveston Area Council (HGAC) because of the wide range of qualified vendors and excellent prices available through H-GAC; and

WHEREAS, HGAC is political subdivision of the State of Texas that contracts with hundreds of local governments nationwide through its cooperative purchasing program, known as HGACBuy; and

WHEREAS, HGACBuy has been providing government procurement services for over 30 years, establishing competitive prices for goods and services by virtue of competitive bidding and/or proposal processes compliant with state law; and

WHEREAS, the City is eligible to join HGACBuy by entering into an Interlocal Agreement without financial cost or obligation; and

WHEREAS, the City Council has determined that joining HGACBuy would facilitate the efficient and cost-effective purchase of a new fire engine for the City;

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

Section 1. The Mayor is hereby authorized to execute an Interlocal Agreement with the Houston-Galveston Area Council so that the City may become a member and procure authorized goods and services through the HGACBuy program, as shown in the sample agreement on Attachment A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF
SEPTEMBER, 2019.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

*

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

**Denotes required fields*

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No. _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director/etc.) Ph No.: _____

Mailing Address: _____ Fx No. _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Ordinance clarifying the language of Section 2.14.030 of the Black Diamond Municipal Code	Agenda Date: Sep. 5, 2019 AB19-046	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source:		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Ordinance		
SUMMARY STATEMENT: At the last Council meeting there was consensus to refine the adopted code language of Section 2.14.030 to avoid ambiguities, and clarify the authorized duration of City Attorney contracts.		
FISCAL NOTE (Finance Department): 		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: 		
RECOMMENDED ACTION: A motion to adopt Ordinance No. 19-1126 clarifying the language of Section 2.14.030 of the Black Diamond Municipal Code, providing for severability, and establishing an effective date.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 5, 2019		

ORDINANCE NO. 19-1126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, CLARIFYING THE LANGUAGE OF SECTION 2.14.030 OF THE BLACK DIAMOND MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Washington state law applicable to noncharter code cities states, “Provision shall be made for obtaining legal counsel for the city, either by appointment of a city attorney on a full-time or part-time basis, or by any reasonable contractual arrangement for such professional services”; and

WHEREAS, the Black Diamond Municipal Code was recently updated to incorporate a specific process for selection and retention of City Attorney services by contract; and

WHEREAS, the Council desires to refine the adopted code language of Section 2.14.030, avoid ambiguities, and clarify the authorized duration of City Attorney contracts;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment of BDMC 2.14.030. Section 2.14.030 of the Black Diamond Municipal Code is hereby amended as follows:

2.14.030 Contract approval and term.

The city attorney shall be retained on a professional service contract on terms deemed appropriate by the mayor with any necessary approval for budget purposes by the council. The contract shall specify that the city attorney serves at the pleasure of the mayor and under the mayor’s primary direction. In no event may the city attorney contract purport to limit the city attorney to advising only certain persons or city officials. Rather, the city attorney shall advise all duly appointed and elected officials and staff of the city, subject to budgetary limitations as set by the council and administered by the mayor. The city attorney contract shall be for an initial term of ~~up to five~~ two years, and ~~any extensions the contract shall not be extended beyond the initial term shall require a total of five years without~~ council confirmation.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared

unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE 5TH DAY OF SEPTEMBER, 2019.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Approved as to form:

David Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date: