



CITY OF BLACK DIAMOND
November 5, 2020 Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

3

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password: 426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – November 5, 2020 Check No. 49260 through 49312 in the amount of \$265,900.70
- 2) **Payroll** – September 30, 2020 – Check No. 20007 through 20014 and ACHs in the amount of \$400,385.45
- 3) **Minutes** – Work Session of October 8, 2020, Town Hall Meeting of October 8, 2020 and Council Meeting of October 15, 2020

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. Please use the “raise your hand” feature and once recognized by the Chair you may unmute and state your name and city for the record. Please limit your comments to 3 minutes. For those dialing in please press *9 to raise your hand and *6 to unmute yourself.

PUBLIC HEARINGS:

- 4) **AB20-074** - 2021 Preliminary Budget of Revenue Sources and Possible Increase in Property Tax Ms. Miller

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 5) Consideration of Inclusivity and Welcoming Proclamation
- 6) **AB20-075** – Resolution Adopting Letter of Agreement with the Teamsters 117 Professional Unit Ms. Martinez

- | | |
|--|-----------------|
| 7) AB20-076 – Resolution Adopting Letter of Agreement with the Teamsters 117 Public Works and Admin Support Units | Ms. Martinez |
| 8) AB20-077 – Resolution Authorizing Contract with Omiga Solution, Inc. for OCourt Software | Judge Swain |
| 9) AB20-078 – Resolution Authorizing Addendum to Valley Communications Agreement for 2021 | Chief Kiblinger |
| 10) AB20-079 – Resolution Suspending the City’s Scheduled Sewer Rate Increase for the Year 2021 | Ms. Miller |
| 11) AB20-080 – Resolution Authorizing Professional Services Agreement with The Blueline Group for Design Engineering of the Morganville South Watermain Replacement Project | Mr. Boettcher |
| 12) AB20-081 – Resolution Authorizing Amendment #2 to the Professional Services Agreement with RH2 Engineering, Inc. Regarding the 2020 Water System Plan | Mr. Boettcher |

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember Stout
- Councilmember de Leon
- Councilmember O’Donnell

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: November 5, 2020 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
49260	Early 3rd October Batch	9/30/2020	\$ 23,162.47
49261 - 49310	3rd October Batch	11/6/2020	\$ 238,624.14
49311 - 49312	1st November Batch	11/6/2020	\$ 4,114.09
		TOTAL	\$ 265,900.70

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

May Miller

MAY MILLER, FINANCE DIRECTOR

October 27, 2020

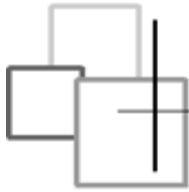
DATE

COUNCILMEMBERS:

CAROL BENSON, MAYOR

DATE

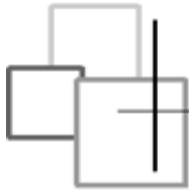
DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Madrona Law Group LLC				
49260	10400	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service		
		001-000-150-515-41-41-33	Legal Svs Franchise Costs Soos Cr.	\$460.00
		320-000-002-595-30-63-03	Asphalt Patching Preservation	\$184.00
		402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	\$120.00
	Total 10400			\$764.00
49260	10401	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service		
		001-000-150-515-41-41-36	Legal Svs-Code Enforcement	\$543.00
	Total 10401			\$543.00
49260	10402	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	\$210.00
	Total 10402			\$210.00
49260	10403	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service		
		001-000-193-525-60-41-39	EM Mgmt FED COVID Legal Svs	\$510.00
	Total 10403			\$510.00
49260	10404	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$4,335.75
		101-000-000-543-30-41-05	Legal Costs	\$963.50
		401-000-000-534-80-41-04	Legal Svcs	\$1,445.25
		407-000-000-535-80-41-09	Legal Costs	\$1,445.25
		410-000-000-531-10-41-01	Legal Costs	\$1,445.25
	Total 10404			\$9,635.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49260	10405	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 407-000-000-535-80-41-09	Legal Costs	\$450.00
	Total 10405			\$450.00
49260	10406	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 001-000-150-515-45-41-10	Legal Lawsuits/Other Charges	\$5,509.49
	Total 10406			\$5,509.49
49260	10407	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 001-000-150-515-41-41-02	Legal Services -Employment	\$230.00
	Total 10407			\$230.00
49260	10408	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 001-000-257-558-70-41-00	MDRT Legal Services	\$1,320.00
	Total 10408			\$1,320.00
49260	10409	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 001-000-150-515-41-41-41	Legal Costs-TDR'S	\$3,895.98
	Total 10409			\$3,895.98
49260	10410	9/30/2020	2020 - October - Early 3rd Batch	
		September 2020 Service 001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth	\$95.00
	Total 10410			\$95.00
	Total 49260			\$23,162.47
Total Madrona Law Group LLC				\$23,162.47
	Vendor Count	1	Grand Total	\$23,162.47



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	49261 121097	8/31/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		August 2020 Service 001-000-257-558-70-49-00	MDRT- Planning Consultant	\$25,715.00
	Total 121097			\$25,715.00
	Total 49261			\$25,715.00
Total AHBL, Inc.				\$25,715.00
Amazon Capital Services, Inc.				
	49262 17NQ-PHVN-NND9	10/15/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		MDRT - Supplies 001-000-246-558-70-31-00	Office Supplies	\$114.15
	Total 17NQ-PHVN-NND9			\$114.15
	49262 1HMD-1WWQ-6CFL	10/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		IT- Supplies 001-000-180-518-50-31-00	Office Supplies City Hall	\$54.29
		Keyboard for Finance		
		001-000-193-525-60-35-00	EM Mgmt FED COVID-tools & Eq	\$78.96
		Keyboard for Telecommuter		
		001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$45.68
		Thumb Drives for Server File Transfers		
	Total 1HMD-1WWQ-6CFL			\$178.93
	Total 49262			\$293.08
Total Amazon Capital Services, Inc.				\$293.08

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
			Account Number	Name Title	
APS, Inc					
	49263		10/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		78225			
			CH - Supplies		
			001-000-180-518-50-31-00	Office Supplies City Hall	\$369.24
		Total 78225			\$369.24
	Total 49263				\$369.24
Total APS, Inc					\$369.24
Art Gamblin Motors					
	49264		10/15/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Q295081			
			MDRT - Veh Maint		
			001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$68.69
			2015 Chev Silverado		
		Total Q295081			\$68.69
	49264		10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Q295299			
			MDRT - Veh Maint		
			001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$68.69
			2017 Chev Silverado		
		Total Q295299			\$68.69
	Total 49264				\$137.38
Total Art Gamblin Motors					\$137.38
BHC Consultants, LLC					
	49265		10/15/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		0012729			
			September 2020 Service		
			001-000-240-558-60-41-01	Prof Serv- Long Range Planning	\$383.52
		Total 0012729			\$383.52
	49265		10/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		0012746			
			Aug & Sep 2020 Service		
			001-000-240-558-51-41-08	Prof Svs-Planning/Reg Review	\$392.50
		Total 0012746			\$392.50
	Total 49265				\$776.02
Total BHC Consultants, LLC					\$776.02

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Big Mountain Electric, Inc				
	49266 4258	10/19/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Gym - Bldg Maint		
		310-000-002-594-18-62-05	Campus-Gym-Deck-Air Imp	\$651.60
			Electrical Service for new HVAC	
	Total 4258			\$651.60
	Total 49266			\$651.60
	Total Big Mountain Electric, Inc			\$651.60
Black Diamond Auto Parts				
	49267 449531	9/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		MDRT - Supplies		
		001-000-246-558-70-48-00	Vehicle Repair & Maintenance	\$214.96
			Jumper Cables, Battery	
	Total 449531			\$214.96
	Total 49267			\$214.96
	Total Black Diamond Auto Parts			\$214.96
Blueline				
	49268 19806	10/2/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service		
		001-000-240-558-60-41-01	Prof Serv- Long Range Planning	\$5,316.50
			Housing Assessment	
	Total 19806			\$5,316.50
	49268 19807	10/2/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service		
		001-000-240-558-51-41-08	Prof Svs-Planning/Reg Review	\$1,598.75
	Total 19807			\$1,598.75
	Total 49268			\$6,915.25
	Total Blueline			\$6,915.25

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
Cadman, Inc.				
	49269	10/5/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	5715140			
		PW - Supplies		
		101-000-000-542-70-48-01	Roadside Maint and tree removal	\$148.24
		Gravel		
	Total 5715140			\$148.24
	49269	10/7/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	5715905			
		PW - Supplies		
		401-000-000-534-80-48-02	Water System Rep & Mtc-Ext/Int	\$164.19
		Gravel		
	Total 5715905			\$164.19
	Total 49269			\$312.43
Total Cadman, Inc.				\$312.43
CenturyLink (WA)				
	49270	10/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	Invoice - 10/23/2020 3:17:22 PM			
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$346.10
		360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$54.94
		360-886-0474 006B: Ridge Sewer Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$53.85
		360-886-0537 580B: Diamond Glen Sewer		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$68.33
		360-886-8146 712B: Old Lawson Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.89
		360-886-2835 784B: Morganville Pump Station		
	Total Invoice - 10/23/2020 3:17:22 PM			\$582.11
	Total 49270			\$582.11
Total CenturyLink (WA)				\$582.11
City of Issaquah				
	49271	10/5/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	20000688			
		September 2020 Service		
		001-000-211-523-60-49-00	Jail Costs	\$236.04

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		2 prisoners, 2 days ea		
	Total 20000688			\$236.04
	Total 49271			\$236.04
Total City of Issaquah				\$236.04
City of Lake Forest Park				
	49272	10/20/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	2020-TS-BDPD			
	PD - Training			
	001-000-216-521-10-49-00		Proficiency Training Program	\$3,000.00
			Laser Shot Training Simulator	
	Total 2020-TS-BDPD			\$3,000.00
	Total 49272			\$3,000.00
Total City of Lake Forest Park				\$3,000.00
Comcast				
	49273	10/10/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	10102020 COM			
	Service 10/17/2020 - 11/16/2020			
	001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	\$3.21
			Police Cable TV Act 8498 34 014 0106172	
	Total 10102020 COM			\$3.21
	Total 49273			\$3.21
Total Comcast				\$3.21
Ferguson Waterworks #3011				
	49274	10/13/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0926292			
	PW - Supplies			
	401-000-000-534-80-31-04		Water Meters	\$14,430.97
	Total 0926292			\$14,430.97

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49274	10/8/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0926296			
		PW - Supplies		
		401-000-000-534-80-31-04	Water Meters	\$3,566.31
	Total 0926296			\$3,566.31
	Total 49274			\$17,997.28
	Total Ferguson Waterworks #3011			\$17,997.28
	Firestone Complete Auto Care			
	49275	10/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	079021			
		PD - Veh Maint		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$659.04
		Tires 2017 Ford		
	Total 079021			\$659.04
	49275	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	079178			
		PD - Veh Maint		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$224.77
		Battery 2012 Chev Tahoe		
	Total 079178			\$224.77
	Total 49275			\$883.81
	Total Firestone Complete Auto Care			\$883.81
	First Net			
	49276	10/5/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	287294109909X10132020			
		September 2020 Service		
		001-000-145-518-80-42-00	Tele Communications	\$50.80
		IT		
		001-000-145-518-80-42-01	Telephone, DSL, Web, and Radios	\$671.32
		Data Plans		
		001-000-193-525-60-49-03	EM Mgmt FED COVID It. Tech Costs	\$460.56
		Telecommuters		
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$558.29
		Police		
		001-000-240-558-51-42-00	Telephone	\$152.40
		Com Dev		
		001-000-246-558-70-42-01	Telephones	\$182.28
		MDRT		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		001-000-254-518-20-42-00 Clerk	Facilities-Telephones	\$50.80
		001-000-270-576-80-42-00 4% Parks	Telephone/DSL/Radios	\$17.86
		001-000-280-536-20-42-00 2% Cemetery	Telephone, DSL & Radios	\$8.93
		101-000-000-542-30-42-01 22% Streets	Telephone/DSL/Radios	\$98.22
		401-000-000-534-80-42-00 24% Water	Telephone/DSL/Radios	\$107.15
		407-000-000-535-80-42-00 24% Sewer	Telephone/DSL/Radios	\$107.14
		410-000-000-531-10-42-00 24% Drainage	Telephone/DSL/Radios	\$107.14
	Total 287294109909X10132020			\$2,572.89
	Total 49276			\$2,572.89
Total First Net				\$2,572.89
H.D. Fowler Company				
	49277	10/7/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	15608406			
		PW - Supplies		
		401-000-000-534-80-48-02 Pipe fittings	Water System Rep & Mtc-Ext/Int	\$60.18
	Total 15608406			\$60.18
	Total 49277			\$60.18
Total H.D. Fowler Company				\$60.18
Home Depot Credit Service				
	49278	7/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	520879			
		EM - Supplies		
		001-000-193-525-60-31-02 Hand Sanitizer	EM Mgmt Fed COVID PPE Supplies	\$38.97
	Total 520879			\$38.97
	49278	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	521943			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$65.07

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Hand Cleanser	
	Total 521943			\$65.07
	Total 49278			\$104.04
	Total Home Depot Credit Service			\$104.04
Honey Bucket/Northwest Cascade Inc.				
	49279	10/13/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0551773459			
		Service 10/13/2020 - 11/09/2020		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00
			Parks-Boat Launch Rental: 145291	
	Total 0551773459			\$98.00
	49279	10/13/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0551773460			
		Service 10/13/2020 - 11/09/2020		
		001-000-270-576-80-31-00	Portable Restroom Facility	\$98.00
			Lake Sawyer Regional Park: 71400002	
	Total 0551773460			\$98.00
	Total 49279			\$196.00
	Total Honey Bucket/Northwest Cascade Inc.			\$196.00
Intercom Language Services, Inc.				
	49280	10/16/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	20-532			
		October 2020 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$140.35
	Total 20-532			\$140.35
	Total 49280			\$140.35
	Total Intercom Language Services, Inc.			\$140.35

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Jil Tomajko				
	49281 102120 JT	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Refund Traffic School Payment		
		001-000-210-342-10-01-00	Police Traffic School Fee	\$169.00
			Refund for Traffic School paid in error	
	Total 102120 JT			\$169.00
	Total 49281			\$169.00
	Total Jil Tomajko			\$169.00
Johnsons Home & Garden				
	49282 450452	10/19/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		PW - Uniforms		
		101-000-000-542-30-31-03	Streets Operating Supplies	\$214.96
	Total 450452			\$214.96
	Total 49282			\$214.96
	Total Johnsons Home & Garden			\$214.96
King County Finance - I-Net				
	49283 11009474	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service		
		001-000-214-521-20-42-01	Police Comm KC I-Net	\$375.00
			PD INet	
		001-000-248-518-20-42-00	MDRT Telephone costs	\$150.00
			MDRT INet	
		001-000-254-518-20-42-00	Facilities-Telephones	\$225.00
			CH/CD INet	
	Total 11009474			\$750.00
	Total 49283			\$750.00
	Total King County Finance - I-Net			\$750.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
King County Radio Comm Services				
	49284 16314	9/29/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,609.45
	Total 16314			\$1,609.45
	Total 49284			\$1,609.45
	Total King County Radio Comm Services			\$1,609.45
Language Line Services, Inc.				
	49285 4894972	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-211-523-60-49-02	Prisoner Lang/ Medical Costs	\$13.43
	Total 4894972			\$13.43
	Total 49285			\$13.43
	Total Language Line Services, Inc.			\$13.43
Maria Moscoso				
	49286 002008	9/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service 001-000-120-512-50-41-04	Court Interpreter	\$121.00
	Total 002008			\$121.00
	49286 002009	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service 001-000-120-512-50-41-04	Court Interpreter	\$121.00
	Total 002009			\$121.00
	Total 49286			\$242.00
	Total Maria Moscoso			\$242.00
Office Products Nationwide				
	49287 1116546-0	10/7/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		CRT - supplies 001-000-120-512-50-31-00	Operating Supplies	\$80.34
		Crt Office Supplies		

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
		001-000-120-512-50-49-02	Printing and Binding	\$42.63
	Total 1116546-0	Crt Printing Supplies		\$122.97
49287		10/12/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	1116901-0			
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$98.00
		PD Office Supplies		
	Total 1116901-0			\$98.00
49287		10/13/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	1116901-1			
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$11.59
		PD Office Supplies		
	Total 1116901-1			\$11.59
49287		10/12/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	1117008-0			
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$153.15
		CH Office Supplies		
		001-000-254-518-20-31-00	Facilities Operating Supplies	\$130.59
		Bldg Maint Supplies		
	Total 1117008-0			\$283.74
Total 49287				\$516.30
Total Office Products Nationwide				\$516.30
Pape Machinery				
49288		8/28/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	2186980			
		PW - Supplies		
		001-000-280-536-20-49-00	Miscellaneous	\$203.52
		Blade & guard		
	Total 2186980			\$203.52
Total 49288				\$203.52
Total Pape Machinery				\$203.52

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Parametrix, Inc.				
	49289 21955	10/9/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Service through 10/03/2020 320-000-038-544-40-41-00	Tr Impact Fee Prof Svcs	\$8,071.25
	Total 21955			\$8,071.25
	49289 22278	10/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Service through 10/03/2020 001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,790.00
	Total 22278			\$1,790.00
	49289 22279	10/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Service through 10/03/2020 001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$1,145.00
	Total 22279			\$1,145.00
	49289 22280	10/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Service through 10/03/2020 001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$468.75
	Total 22280			\$468.75
	49289 22281	10/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Service through 10/03/2020 001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix	\$501.25
	Total 22281			\$501.25
	Total 49289			\$11,976.25
Total Parametrix, Inc.				\$11,976.25
Pollardwater.com-West				
	49290 0177349-1	10/9/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		PW - Supplies 401-000-000-534-80-31-04	Water Meters	\$130.27
	Total 0177349-1			\$130.27
	Total 49290			\$130.27
Total Pollardwater.com-West				\$130.27

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Public Safety Testing, Inc				
	49291 2020-0543	10/15/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service		
		001-000-210-521-10-41-00	PD-Professional Services	\$215.00
	Total 2020-0543			\$215.00
	Total 49291			\$215.00
	Total Public Safety Testing, Inc			\$215.00
Puget Sound Energy				
	49292 10082020 PSE	10/8/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service		
		001-000-212-521-50-47-00	Electric/gas	\$42.41
		220013379882: Police Storage		
		001-000-212-521-50-47-00	Electric/gas	\$429.82
		200009377470: PD/CT Elec		
		001-000-248-518-20-47-00	MDRT Electricity	\$205.39
		220013379841: MDRT Mod Bldgs Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$135.20
		200008061844: City Hall Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$37.90
		200008062016: City Hall Elec		
		001-000-254-518-20-47-00	Facilities-Utilities	\$308.08
		220013379841: CD/PW Mod Bldgs Elec		
		001-000-270-575-30-47-00	Museum Electric/Gas	\$207.16
		220013378793: Museum		
		001-000-270-575-51-47-00	Gym- Electricity and Gas	\$84.15
		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	\$3.07
		220013379635: PW Shop-Parks 4%		
		001-000-280-536-20-47-00	Electric/Gas	\$1.53
		220013379635: PW Shop-Cemetery 2%		
		101-000-000-542-63-47-01	Street Lighting	\$11.40
		220019188881: Intersection Light 24430 Morgan St		
		101-000-000-542-63-47-01	Street Lighting	\$46.67
		220023711314: Roberts Dr & Bruckners Way		
		101-000-000-542-63-47-01	Street Lighting	\$47.39
		220013379197: Cov Sawyer & 216th		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-542-63-47-01	Street Lighting	\$5.76
		220023601556: 24619 Morgan St		
		101-000-000-542-63-47-01	Street Lighting	\$159.92
		220014704229: Intersection Light 219th & SE 296th St		
		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	\$13.86
		220013379601: Baker St Crosswalk		
		101-000-000-542-63-47-01	Street Lighting	\$75.40
		220013379817: Ped Lighting Roberts		
		101-000-000-542-63-47-01	Street Lighting	\$1,888.60
		220013397355: PSE Streetlights		
		101-000-000-543-50-47-00	Electric/Gas	\$16.88
		220013379635: PW Shop-Street 22%		
		401-000-000-534-80-47-00	Electric/Gas	\$4,038.89
		220013378835: Booster Station		
		401-000-000-534-80-47-00	Electric/Gas	\$21.38
		220013378850: .5 Mil Gal Resv		
		401-000-000-534-80-47-00	Electric/Gas	\$18.41
		220013379635: PW Shop-Water 24%		
		401-000-000-534-80-47-00	Electric/Gas	\$319.59
		220013378868: 4.3 Mil Gal Resv		
		407-000-000-535-80-47-00	Electric/Gas	\$18.42
		220013379635: PW Shop-Sewer 24%		
		407-000-000-535-80-47-00	Electric/Gas	\$31.72
		220013379643: Diamond Glen Sewer		
		407-000-000-535-80-47-00	Electric/Gas	\$74.91
		220013378819: Morganville Lift Station		
		407-000-000-535-80-47-00	Electric/Gas	\$12.21
		220013379619: Sewer Pump		
		410-000-000-531-10-47-00	Electric/Gas	\$18.42
		220013379635: PW Shop-Drainage 24%		
	Total 10082020 PSE			\$8,295.44
	Total 49292			\$8,295.44
	Total Puget Sound Energy			\$8,295.44

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Rainier Wood Recyclers, Inc				
	49293 PK-6111	9/20/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 310-000-023-594-76-63-00	Ginder Cr-Cottonwood Tree Rem.	\$16,507.20
	Total PK-6111			\$16,507.20
	Total 49293			\$16,507.20
	Total Rainier Wood Recyclers, Inc			\$16,507.20
Reid & Sherry Johnson				
	49294 10122020 RSJ	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Refund for Closed Account 401-000-000-343-40-00-01	Water Charges	\$41.24
	Total 10122020 RSJ	Refund Account 3351.0		\$41.24
	Total 49294			\$41.24
	Total Reid & Sherry Johnson			\$41.24
Republic Services #176				
	49295 0176-006199180	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-248-518-20-47-03	MDRT-Waste Disposal Costs	\$122.74
		001-000-254-518-20-47-01	Facilities-Waste Disposal	\$184.12
	Total 0176-006199180			\$306.86
	49295 0176-006199456	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-270-576-80-47-04	Garbage & Waste Disposal	\$78.61
		PW-Parks		
		001-000-280-536-20-47-04	Waste Disposal	\$6.29
		PW-Cemetery		
		101-000-000-543-50-47-04	Waste Disposal	\$50.31
		PW-Street		
		401-000-000-534-80-47-04	Waste Disposal	\$59.74
		PW-Water		
		407-000-000-535-80-47-04	Waste Disposal	\$59.74
		PW-Sewer		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		410-000-000-531-10-47-04 PW-Drainage	Waste Disposal	\$59.74
	Total 0176-006199456			\$314.43
	49295	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0176-006199600	September 2020 Service		
		001-000-212-521-50-47-04 Police & Court	Waste Disposal	\$306.86
	Total 0176-006199600			\$306.86
	Total 49295			\$928.15
	Total Republic Services #176			\$928.15
RH2 Engineering Inc.				
	49296	10/8/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	78070	September 2020 Service		
		404-000-011-534-80-41-00	Water Comp Plan	\$3,152.87
	Total 78070			\$3,152.87
	49296	10/8/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	78075	September 2020 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,864.51
	Total 78075			\$1,864.51
	49296	10/16/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	78234	September 2020 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$65,897.69
	Total 78234			\$65,897.69
	Total 49296			\$70,915.07
	Total RH2 Engineering Inc.			\$70,915.07

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Rogelio Rigori				
	49297 101920	10/19/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service 001-000-120-512-50-41-04	Court Interpreter	\$121.00
	Total 101920			\$121.00
	Total 49297			\$121.00
	Total Rogelio Rigori			\$121.00
Scott Hanis				
	49298 10092020 SH	10/9/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Mileage Reimbursement		
		001-000-270-576-80-43-00	Lodging, Meals & Mileage	\$3.22
		001-000-270-576-80-43-00	Lodging, Meals & Mileage	\$3.22
		001-000-270-576-80-43-00	Lodging, Meals & Mileage	\$3.22
		101-000-000-542-30-43-00	Lodging, Meals & Mileage	\$0.46
		407-000-000-535-80-43-00	Lodging, Meals & Mileage	\$1.32
		410-000-000-531-10-43-00	Lodging, Meals & Mileage	\$4.60
	Total 10092020 SH			\$16.04
	Total 49298			\$16.04
	Total Scott Hanis			\$16.04
SHI International Corp.				
	49299 B12437650	10/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		IT - Server Costs 001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$1,514.98
	Total B12437650			\$1,514.98
	49299 B12440216	10/15/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		IT - Server Costs 001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$9,091.95
	Total B12440216			\$9,091.95
	Total 49299			\$10,606.93
	Total SHI International Corp.			\$10,606.93

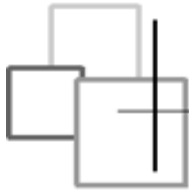
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Sound Publishing Inc.				
49300	ECH908004	9/9/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	CD - Advertising 001-000-137-514-21-41-75		Advertising Closed Public Hearing	\$141.75
	Total ECH908004			\$141.75
49300	ECH908005	9/9/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	CD - Advertising 001-000-240-558-60-41-75		Advertising-Long range planning Sr. Planner/Code Update	\$93.45
	Total ECH908005			\$93.45
49300	ECH908593	9/16/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	PW - Advertising 402-000-003-594-34-63-06		Springs Water Project Bids - N Bank Booster	\$228.00
	Total ECH908593			\$228.00
49300	ECH909034	9/23/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	CD - Advertising 001-000-240-558-60-41-75		Advertising-Long range planning PI - Code - Flood Prev	\$283.20
	Total ECH909034			\$283.20
49300	ECH909713	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	CD - Advertising 001-000-240-558-51-41-75		CD-Permit. Reimb.Cons/ Adv Tamerack	\$276.30
	Total ECH909713			\$276.30
49300	ECH909732	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	CD - Advertising 001-000-240-558-51-41-75		CD-Permit. Reimb.Cons/ Adv Site Plan Hearing	\$624.75
	Total ECH909732			\$624.75
Total 49300				\$1,647.45

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Total Sound Publishing Inc.				\$1,647.45
Summit Law Group, PLLC				
	49301 117984	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service 001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$3,036.00
	Total 117984			\$3,036.00
	Total 49301			\$3,036.00
Total Summit Law Group, PLLC				\$3,036.00
Tacoma Public Utilities				
	49302 09302020 TPU	9/30/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 401-000-000-534-80-41-05 401-000-000-534-80-47-05	Tacoma Wholesale base Charge Tacoma Util- Water Purchase	\$6,032.23 \$770.03
	Total 09302020 TPU			\$6,802.26
	Total 49302			\$6,802.26
Total Tacoma Public Utilities				\$6,802.26
Tom's Window Cleaning				
	49303 20607	10/8/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		October 2020 Service 001-000-212-521-50-48-02 PD - Window Cleaning	Police Bldg Repairs & Maintenance	\$250.00
	Total 20607			\$250.00
	Total 49303			\$250.00
Total Tom's Window Cleaning				\$250.00
Treats Heating & Cooling				
	49304 6934RI	10/6/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		Gym - A/C Unit 310-000-002-594-18-62-05	Campus-Gym-Deck-Air Imp	\$18,513.04

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		A/C Unit - Gym		
	Total 6934RI			\$18,513.04
	Total 49304			\$18,513.04
	Total Treats Heating & Cooling			\$18,513.04
Triangle Pump & Equipment, Inc.				
	49305	9/14/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	13063			
		September 2020 Service		
		402-000-003-594-34-63-13	WSFFA-Springs Source Rehab	\$271.50
	Total 13063			\$271.50
	Total 49305			\$271.50
	Total Triangle Pump & Equipment, Inc.			\$271.50
UBM				
	49306	10/5/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	INV435896			
		September 2020 Service		
		001-000-120-512-50-45-01	Court Copier Lease	\$63.86
	Total INV435896			\$63.86
	Total 49306			\$63.86
	Total UBM			\$63.86
Valley Communications Center				
	49307	10/10/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	0024963			
		September 2020 Service		
		001-000-214-521-20-41-00	Valley Comm - Dispatch Service	\$8,245.38
		186 calls		
	Total 0024963			\$8,245.38

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49307 0024976	10/10/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		WDSP Access - 3rd Qtr 2020 001-000-214-521-20-41-02	Valley Comm - Access Charge	\$435.70
	Total 0024976			\$435.70
	Total 49307			\$8,681.08
	Total Valley Communications Center			\$8,681.08
Varius Inc.				
	49308 1293 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$498.00
	Total 1293 VAR			\$498.00
	49308 1294 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$5,535.50
	Total 1294 VAR			\$5,535.50
	49308 1295 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$2,988.00
	Total 1295 VAR			\$2,988.00
	49308 1296 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,992.00
	Total 1296 VAR			\$1,992.00
	49308 1297 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$747.00
	Total 1297 VAR			\$747.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49308 1298 VAR	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
		September 2020 Service 001-000-257-558-70-41-02	MDRT Civil Engineering	\$2,739.00
	Total 1298 VAR			\$2,739.00
	Total 49308			\$14,499.50
Total Varius Inc.				\$14,499.50
Washington Workwear Stores, Inc.				
	49309	10/21/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	Invoice - 10/21/2020 2:50:06 PM PW - Uniforms			
		101-000-000-542-30-31-04	Uniforms & Safety Supplies	\$206.33
	Total Invoice - 10/21/2020 2:50:06 PM			\$206.33
	Total 49309			\$206.33
Total Washington Workwear Stores, Inc.				\$206.33
Water Management Laboratories, Inc.				
	49310	10/13/2020	2020 - October - 3rd October Batch for 11.05.2020 Council	
	188911			
		October 2020 Service 401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00
	Total 188911			\$21.00
	Total 49310			\$21.00
Total Water Management Laboratories, Inc.				\$21.00
	Vendor Count	50	Grand Total	\$238,624.14



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)				
	49311	10/14/2020	2020 - November - 1st November batch for 11.05.2020 Council	
	790009195			
		10/12/2020 - 11/30/2020 Service		
		001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$22.22
		001-000-254-518-20-49-00	Facilities Security	\$55.54
	Total 790009195			\$77.76
	49311	10/14/2020	2020 - November - 1st November batch for 11.05.2020 Council	
	792513.932			
		10/30/2020-11/29/2020 Service		
		001-000-254-518-20-49-00	Facilities Security	\$50.04
	Total 792513.932			\$50.04
	49311	10/14/2020	2020 - November - 1st November batch for 11.05.2020 Council	
	792949576			
		11/1/2020-11/30/2020 Service		
		001-000-270-576-80-49-02	Security	\$1.09
		001-000-280-536-20-49-02	Security	\$2.17
		101-000-000-543-50-49-03	Security	\$11.94
		401-000-000-534-80-49-07	Security	\$13.03
		407-000-000-535-80-49-05	Security	\$13.03
		410-000-000-531-10-49-04	Security	\$13.03
	Total 792949576			\$54.29
	Total 49311			\$182.09
	Total ADT Security Services (PA)			\$182.09
Sorci Family LLC				
	49312	11/1/2020	2020 - November - 1st November batch for 11.05.2020 Council	
	11012020 SFLLC			
		November 2020 Rent		
		001-000-248-518-20-45-02	MDRT Property Rental Cost	\$679.74
		001-000-254-518-20-45-02	Facilities-Prop Rental	\$1,019.60

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$2,232.66
	Total 11012020 SFLLC			\$3,932.00
	Total 49312			\$3,932.00
Total Sorci Family LLC				\$3,932.00
	Vendor Count	2	Grand Total	\$4,114.09



Register

Fiscal: 2020

Deposit Period: 2020 - November, 2020 - October

Check Period: 2020 - November - 1st November batch for 11.05.2020 Council, 2020 - October - Early 3rd Batch, 2020 - October - 3rd October Batch for 11.05.2020 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49260</u>	Madrona Law Group LLC	10/14/2020		\$23,162.47
<u>49261</u>	AHBL, Inc.	11/5/2020		\$25,715.00
<u>49262</u>	Amazon Capital Services, Inc.	11/5/2020		\$293.08
<u>49263</u>	APS, Inc	11/5/2020		\$369.24
<u>49264</u>	Art Gamblin Motors	11/5/2020		\$137.38
<u>49265</u>	BHC Consultants, LLC	11/5/2020		\$776.02
<u>49266</u>	Big Mountain Electric, Inc	11/5/2020		\$651.60
<u>49267</u>	Black Diamond Auto Parts	11/5/2020		\$214.96
<u>49268</u>	Blueline	11/5/2020		\$6,915.25
<u>49269</u>	Cadman, Inc.	11/5/2020		\$312.43
<u>49270</u>	CenturyLink (WA)	11/5/2020		\$582.11
<u>49271</u>	City of Issaquah	11/5/2020		\$236.04
<u>49272</u>	City of Lake Forest Park	11/5/2020		\$3,000.00
<u>49273</u>	Comcast	11/5/2020		\$3.21
<u>49274</u>	Ferguson Waterworks #3011	11/5/2020		\$17,997.28
<u>49275</u>	Firestone Complete Auto Care	11/5/2020		\$883.81
<u>49276</u>	First Net	11/5/2020		\$2,572.89
<u>49277</u>	H.D. Fowler Company	11/5/2020		\$60.18
<u>49278</u>	Home Depot Credit Service	11/5/2020		\$104.04
<u>49279</u>	Honey Bucket/Northwest Cascade Inc.	11/5/2020		\$196.00
<u>49280</u>	Intercom Language Services, Inc.	11/5/2020		\$140.35
<u>49281</u>	Jil Tomajko	11/5/2020		\$169.00
<u>49282</u>	Johnsons Home & Garden	11/5/2020		\$214.96
<u>49283</u>	King County Finance - I-Net	11/5/2020		\$750.00
<u>49284</u>	King County Radio Comm Services	11/5/2020		\$1,609.45
<u>49285</u>	Language Line Services, Inc.	11/5/2020		\$13.43
<u>49286</u>	Maria Moscoso	11/5/2020		\$242.00
<u>49287</u>	Office Products Nationwide	11/5/2020		\$516.30
<u>49288</u>	Pape Machinery	11/5/2020		\$203.52
<u>49289</u>	Parametrix, Inc.	11/5/2020		\$11,976.25
<u>49290</u>	Pollardwater.com-West	11/5/2020		\$130.27
<u>49291</u>	Public Safety Testing, Inc	11/5/2020		\$215.00
<u>49292</u>	Puget Sound Energy	11/5/2020		\$8,295.44
<u>49293</u>	Rainier Wood Recyclers, Inc	11/5/2020		\$16,507.20
<u>49294</u>	Reid & Sherry Johnson	11/5/2020		\$41.24

Number	Name	Print Date	Clearing Date	Amount
<u>49295</u>	Republic Services #176	11/5/2020		\$928.15
<u>49296</u>	RH2 Engineering Inc.	11/5/2020		\$70,915.07
<u>49297</u>	Rogelio Rigori	11/5/2020		\$121.00
<u>49298</u>	Scott Hanis	11/5/2020		\$16.04
<u>49299</u>	SHI International Corp.	11/5/2020		\$10,606.93
<u>49300</u>	Sound Publishing Inc.	11/5/2020		\$1,647.45
<u>49301</u>	Summit Law Group, PLLC	11/5/2020		\$3,036.00
<u>49302</u>	Tacoma Public Utilities	11/5/2020		\$6,802.26
<u>49303</u>	Tom's Window Cleaning	11/5/2020		\$250.00
<u>49304</u>	Treats Heating & Cooling	11/5/2020		\$18,513.04
<u>49305</u>	Triangle Pump & Equipment, Inc.	11/5/2020		\$271.50
<u>49306</u>	UBM	11/5/2020		\$63.86
<u>49307</u>	Valley Communications Center	11/5/2020		\$8,681.08
<u>49308</u>	Varius Inc.	11/5/2020		\$14,499.50
<u>49309</u>	Washington Workwear Stores, Inc.	11/5/2020		\$206.33
<u>49310</u>	Water Management Laboratories, Inc.	11/5/2020		\$21.00
<u>49311</u>	ADT Security Services (PA)	11/6/2020		\$182.09
<u>49312</u>	Sorci Family LLC	11/6/2020		\$3,932.00
			Total	\$265,900.70
			Grand Total	\$265,900.70

City of Black Diamond

Payroll Register September 2020

Number	Name	Fiscal Description	Amount
20007	Paper Paycheck	2020 - September - Month End	\$5,265.02
20008	BD Police Officers Association	2020 - September - Month End	\$960.00
20009	City of Black Diamond Flex	2020 - September - Month End	\$290.00
20010	Joseph Kaufman	2020 - September - Month End	\$147.40
20011	Minnesota Child Support Payment Ctr	2020 - September - Month End	\$455.00
20012	Teamsters Local 117	2020 - September - Month End	\$1,725.67
20013	Trusteed Plans Service CP LTD	2020 - September - Month End	\$158.26
20014	Western States Police Medical	2020 - September - Month End	\$600.00
September 2020 Aflac	Aflac	2020 - September - Month End	\$166.53
September 2020 Draw	Payroll Vendor	2020 - September - Month End	\$57,243.67
September 2020 DRS: DCP	DOR - Deferred Comp	2020 - September - Month End	\$8,020.41
September 2020 DRS: Ret	Dept of Retirement Systems	2020 - September - Month End	\$49,483.15
September 2020 ESD	Employment Security Dept	2020 - September - Month End	\$579.27
September 2020 Fed Taxes	City of Black Diamond Taxes	2020 - September - Month End	\$73,574.96
September 2020 L&I	Dept of Labor and Industries	2020 - September - Month End	\$4,372.85
September 2020 Medical Ins	AWC Employee Benefit Trust	2020 - September - Month End	\$59,790.01
September 2020 Month End	Payroll Vendor	2020 - September - Month End	\$136,816.98
September 2020 PFML	PFML Emp. Security Dept	2020 - September - Month End	\$736.27
			\$400,385.45

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
October 8, 2020
Virtual Meeting Via Zoom**

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, Wisnoski, Stout, de Leon, O'Donnell, and Paige

ABSENT: None

Staff present: Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Continued Discussion Regarding Establishing the City of Black Diamond as a Welcoming and Inclusive Community

Councilmembers continued their discussion on the welcoming and inclusion statement prepared by the Council Committee consisting of Councilmembers de Leon, Wisnoski, and Stout.

Following are the highlights/topics of discussion:

Councilmember O'Donnell shared that what he saw was more of a statement rather than a proclamation. He talked about the verbiage usually seen in proclamations.

Councilmember Deady thought the committee did a good job and gave kudos to Councilmember O'Donnell for jumping in. She noted liking the format by Councilmember O'Donnell as it was much smoother to read. She added the statement by the committee felt a little heavy and repetitive.

Councilmember Stout noted working hard on this and the Committee using notes provided by Councilmember de Leon from the last session. She commented on this being a brainstorm vision. She noted that it may be heavy and repetitive in sections and the Committee paid a lot of attention to not leave anyone out. She added that this is a hot topic in our region and across the county and many organizations have adopted one. She touched on a misunderstanding

they ran into through this process with a citizen. She shared that the Committee did not approach this lightheartedly and the committee members worked in harmony and wanted it to be a little less formal so that it was readable for the average citizen with the hopes to post it around the city and make it a printable document.

Councilmember de Leon shared that this was a lot of work done in good faith and looks forward to hearing from citizens in the Town Hall meeting that follows. She discussed the comments on the level of formality and noted that we will be possibly be doing that once this is formalized regarding what we are saying. She commented on looking at different municipalities proclamations and what other have produced. She noted some are around certain events, and hopes our message is that we are in this time and that these are our values. This is intended to be a landing document and a tool the community can use moving forward.

Councilmember Wisnoski noted liking the history piece and commented that the committee talked about that and noted he would like to see that included as the heritage piece. He pointed out that committee steered away from political affiliations, so they used philosophical values. He added that the committee was purposely repetitive to spell it out to say how we would do it and then reaffirm it. He hopes after hearing from the public they can meld the two documents. One of the drives is for it to be more of a conversation and it needs to live on in the city to build a community. He stated the committee wanted to set it up to not only say these are our thoughts the last paragraph says this is how we want to run the city and that everyone feels welcome in our community. He expressed this is for Black Diamond and it needs to be the voice of our community. He also noted the committee working really well together.

Councilmember Oglesbee noted she does like the history portion in Councilmember O'Donnell's version. She stated the committee did a great job and it's a beautiful statement. She agreed with Councilmember Deady it was a little heavy and repetitive and noted it was easier to read Councilmember O'Donnell's version and hopes we can blend the two documents. She commented that both sound great and is happy with the results.

Councilmember de Leon noted this statement can be fine-tuned regarding formatting. She commented on the discussion about adding a history part to the statement and the need to be careful on how it is put as no city has a perfect past. She inquired as to what the history would like.

Councilmember Deady commented that she likes the format with the whereas statements as it grabs the attention of the reader; the other format is just a lot of words. She noted this is a good start and before the end of tonight's meeting she would like to have consensus on which format to use and hearing from the public on what they think. She noted disagreeing with Councilmember de Leon about our heritage message and doesn't want to exclude that. We encourage people to go to the museum and learn about our history.

Councilmember O'Donnell commented on watching the YouTube video on the history of Black Diamond over the weekend. He noted that together many built this town, and to not mention

our history would be disrespectful – we need to say something, so we are honoring our heritage.

Councilmember de Leon commented that the point is well taken when talking about those philosophical values. Going back to parts about heritage and history she again wondered what that would look like. She added that if Council chooses to explore the history, they do have to be open to having those vulnerable conversation and expressed the need to do justice in exploring that and what it means. She brought up the discussion that was had on what is the purpose of the city and how things can be done with this document to have accountability. She gave the example of opportunity and what does that mean. She shared that good questions have been raised tonight.

Councilmember Stout discussed why they should use a proclamation versus a resolution; a proclamation is the Council's statement. She noted having a few words she would like to preserve and hopes we can get this done quickly. She noted she is happy to do more work with the committee on this.

Councilmember Deady stated she was hoping to have some idea of where we are going and doesn't feel that is going to happen at tonight's meeting. She inquired on what the next steps will be.

Councilmember Wisnoski suggested the committee take Councilmember O'Donnell's and the Committee's version and bring them together, along with incorporating any feedback heard from the public over the next few days.

Councilmember de Leon explained that she envisions seeing the Committee address some of the issues discussed tonight and noted the deadline that was discussed at an earlier meeting was around the end of November for adoption by Council.

Councilmember O'Donnell stated that he did a "clear eyes review" and would be happy to send that out to Councilmembers for their consideration. He also spoke about the unintended consequences of some of the words in the statement.

Councilmember Paige thinks several of the Councilmembers touched on this and noted the phrase that resonates is paralysis by analysis - we need to make a statement and just say something.

In closing, Mayor Benson suggested that Councilmember O'Donnell send out his version to the City Clerk who will disseminate to the Councilmembers and the committee can get together and work on the statement for adoption in November.

2) Discussion on Boating Regulations

There was a discussion on issues regarding safety on Lake Sawyer and what can be done.

The following were the highlights/topics of discussion.

- Councilmember Paige discussed safety on the lake and the lack of enforcement. He shared that people are driving the wrong way and crossing over other people's boat paths and the volume of boats on the lake is creating an unsafe environment. Councilmember Paige noted living on the lake and there are days he would not go out in his boat as there are too many boats, and the waves being thrown off by some boats.
- Mayor Benson discussed limiting boats on the lake is not reasonable. She suggested that the City could limit wake surfing and not have it every day. She commented that we have to understand we can have rules for when jet skis can be on the lake and we need to think about how we want to do that.
- Councilmember Paige stated that we need to break it down into safety and non-safety issues. He noted suggesting several times to look at what other lakes are doing and restrictions they impose. He stressed that we need to make this lake safe and does want it to still be fun. As a general conversation he noted that we are not going to have less people on the lake; we will have more year after year. He stated that we are not Lake Washington and have a limited amount of space and need to decide how to equitably do that.
- Councilmember Deady asked about contacting the Community Club and sending out a questionnaire to the residents that the Council is looking at changes and get this out to them to get feedback.
- Mayor Benson suggested that we need to come up with a list of things we would like to do or change and noted it being a great idea to go through the Community Club.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** by Councilmember Oglesbee. Motion **passed** with all voting in favor (7-0).

The meeting ended at 6:59 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL
TOWN HALL MINUTES
October 8, 2020
Virtual Meeting Via Zoom**

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski., Stout, de Leon, O'Donnell, and Paige.

ABSENT: None

Staff present: Brenda L. Martinez, City Clerk.

Mayor Benson welcomed everyone and announced that anyone wishing to address Council would have ten minutes to speak.

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council

Gary Davis, Black Diamond spoke to Council.

There was a discussion on school impact fees and what can be charged and the recently adopted ordinance is for the infill in the City.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Paige. Motion **passed** with all voting in favor (7-0). The meeting ended at 7:20 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of October 15, 2020
Virtual Meeting Via Zoom

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, Wisnoski, Stout, de Leon, O'Donnell, and Paige.

ABSENT: None

Staff present: Seth Boettcher, Public Work Director; Jamey Kiblinger, Police Chief, David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to adopt the agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (7-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

Councilmember Stout **moved** to adopt the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – October 15, 2020 Check No. 49519 through 49259 and EFTs in the amount of \$500,742.86
- 2) **Minutes** – Work Session of September 10, 2020, Special Meeting of September 24, 2020, and Council Meeting of October 1, 2020

PUBLIC COMMENTS:

Any written comments received are included with the minutes for this meeting.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 3) **AB20-070** – Resolution Awarding Low Bid on the Springs North Bank Pump Station Upgrade Project to McClure and Sons, Inc.

Public Works Director Boettcher reported on this item and gave background information on the project.

There was Council discussion with the focus being support for the project.

Councilmember Stout **moved** to adopt Resolution No. 20-1384 awarding the public bid of the North Bank Pump Station Project to McClure and Sons, Inc. and authorizing the Mayor to execute a \$912,306.25 contract with McClure and Sons, Inc. for the North Bank Pump Station project and authorizing a 10% contingency for potential change orders or quantity overruns; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0)

4) AB20-071 – Resolution Awarding the Work for the Roberts Drive Pedestrian Lighting Installation to Transportation Systems

Public Works Director Boettcher briefed Council and noted that this project was put on hold until this fall due to the Coronavirus.

There was Council discussion regarding the safety aspect of this project and also the use of the consent agenda.

Councilmember Stout **moved** to approve Resolution No. 20-1385 awarding the bid for Roberts Drive Pedestrian Streetlights project to Transportation Systems in the amount of \$31,439.70 with an additional \$3,144 contingency fund and authorizing the Mayor to execute a contract; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

DEPARTMENT REPORTS:

Fire – Chief Smith reported that tomorrow at 10 a.m. he will be meeting with the folks who will be working on the new station. He also reported on the earthquake drill that was held today at 10:15 a.m. He shared that on Monday at 10 a.m. he will be meeting with folks who are conducting the fire service study and on the 21st participating in a zoom meeting with those building the new station. He noted that five months from today the building of the new fire engine will start.

MAYOR’S REPORT:

Mayor Benson reported attending the ribbon cutting ceremony for new voter’s ballot box at the Black Diamond Library. She commented on being asked by the Museum to approve their re-opening plan and noted signing off on that today. She added that the Museum will need to use waivers for workers and attendees. She announced that 12 artists from the Black Diamond Arts Alliance have painted a mural of Railroad Avenue and will be bringing it to the Museum and once we move into a new City Hall the mural will be on display there.

COUNCIL REPORTS:

Councilmember O'Donnell reported signing his official oath of office last and was fortunate to meet with Andy Williamson to get an overview of the MDRT department. He noted quickly learning the high quality of staff we have and how Mr. Williamson gave good examples of looking long-term of how things are built in the development and shared it was exciting to hear. He is hoping to meet with other department leaders to learn what they do so he can support them and to also make sure they have the resources to be successful as we grow. He attended the ribbon cutting ceremony for the voter's box at the library and looks forward to attending more of those types of events.

Councilmember Paige welcomed Councilmember O'Donnell and noted being glad to have him on board. He shared a PSA - always lift with your legs. He stated that in listening to this meeting it is really exciting to hear all things we are able to get accomplished in this environment of COVID. He noted meeting with Ms. Miller for an update from the Finance Committee meeting he missed.

Councilmember Deady reported attending the Public Works Committee meeting, PIC meeting where Deanna Dawson brought up getting legislative agendas from cities. She reminded everyone that the Lake Sawyer Church is planning a Halloween Trunk and Treat where parents can drive their children to various areas in Black Diamond to collect goodies. She noted this is a great way to have fun while social distancing.

Councilmember Oglesbee reported attending the ribbon cutting for voting box at the library. She reported that she had no committee meetings and asked citizens to continue to support local businesses in town.

Councilmember Wisnoski reported attending the Finance Committee meeting last week where they discussed the rates for utilities. He noted his employer did a large layoff and he is counting his blessing. He shared that the inclusivity and welcoming statement is ready for a vote and will be on the November 5th agenda. He stated that October 24 is Make a Difference Day and recommended everyone to find a community event they can help at. He welcomed Bernie to his first full meeting and noted him doing a great job. He commented that Halloween is coming up and reminded everyone to be careful and to be on the lookout for the little ones. He expressed that the local small businesses could use your help so please patronize them.

Councilmember Stout reported attending the Public Works Committee meeting where they continued the review of the Water System Plan and the items on the agenda were discussed. She also attended SCA's Racial Equity and Justice series and worked with the committee members on the inclusivity and welcoming statement – it is not perfect, but feels they did the best they could and looks forward to presenting it in November. She gave an update on the PIC meeting where it was asked for cities to turn in their Legislative Agendas to SCA, emergency management zone changes, PSRC Vision 2050 is almost ready to be approved and noted the City has a vote there. She commented on Tola Marks volunteering to do drone videos for cities and thought it might be nice to have something done and put on the website. Lastly, she commented on having public comments for hearings via zoom and does not understand why we are not doing that during Council

meetings and wondered what the process is to move forward with that. Mayor Benson replied that she will work with the City Clerk on this.

Councilmember de Leon affirmed support for opening up public comments at Council meeting, and welcomed Councilmember O'Donnell. She is interested in what it would look to prepare a legislative agenda and would be happy to work on it especially this year in light of what is going on. She reported attending the Public Works Committee meeting where they reviewed the Water System plan, items from tonight's agenda, and parking issues. She commented that she is looking forward to putting to a vote what the committee has worked on for the inclusivity and welcoming statement. She explained that no document is going to be perfect as this is an aspirational document. In closing, she reminded everyone to be safe.

Councilmember Paige commented on a news story on the air quality of commercial aircraft and noted it being the safest place you can be. He shared that on the negative side you really must study what state restrictions are, so you don't find yourself stuck somewhere. He also expressed agreement with the idea of adding public comments back to a live forum during Council meetings.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

The meeting ended at 7:49 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: November 5, 2020	AB20-074
Public Hearing on 2021 Preliminary Budget of General Fund Revenue Sources and possible increases in Property Tax for 2021.	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Community Dev – Barb Kincaid	
Fund Source: Various	Police – Chief Kiblinger	
Timeline:	Public Works – Seth Boettcher	
	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: 2020 General Fund Revenue Sources & worksheets; (2) two 2021 Property Tax Ordinances		
SUMMARY STATEMENT:		
<p>Public Hearing on General Fund Preliminary 2021 Revenue sources and possible Property Tax increase for 2021 Property Taxes. Attached are worksheets showing the proposed 2020 revenues for the General Fund and the need for a property Tax increase needed to help fund Public Safety on 2021. Per RCW 84.52.020 the property tax certifications must be filed with King County no later than November 30, 2019 for Property Taxes to be collected in 2021 which the city uses for Public Safety including Fire, Police, Court and Emergency Services. This public hearing shows the 2021 Preliminary Revenue Sources and the need for the Property Tax increase and includes the two ordinances required by King County.</p> <p>The first ordinance sets the allowed Property Tax Dollar amount of the increase for 2021 and the percentage of increase of over last year’s actual levy. The dollar amount calculated by King County for cities under 10,000 population for Black Diamond is \$18,842 and is on allowed at .72% over last year’s actual levy. This includes the relevy amount of \$1,136.</p> <p>The second required ordinance sets the possible total amount of Property Tax that Black Diamond can collect in 2021 and the estimated Assessed Valuation of \$1,105,479,993 provided by King County. The Maximum dollar amount is set at \$2,144,976 which includes an additional \$40,000 to cover any additional dollars added for new construction, annexations, State assessments or adjustments from King County between now and December 5, 2019 when they finalize the worksheets. The final King County worksheets are not expected until December 5, 2020 after we have already adopted our required levy. Our levy will be adjusted down by King County to the actual final amounts but cannot be increased.</p> <p>The Property Tax Revenue is used for Public Safety, which includes Police, Fire, Court and Emergency Services. This provide approximately 60% of the revenue needed to cover Public Safety costs.</p>		

FISCAL NOTE (Finance Department): The preliminary 2021 Budget includes the anticipated property tax increase.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: PUBLIC HEARING ONLY

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

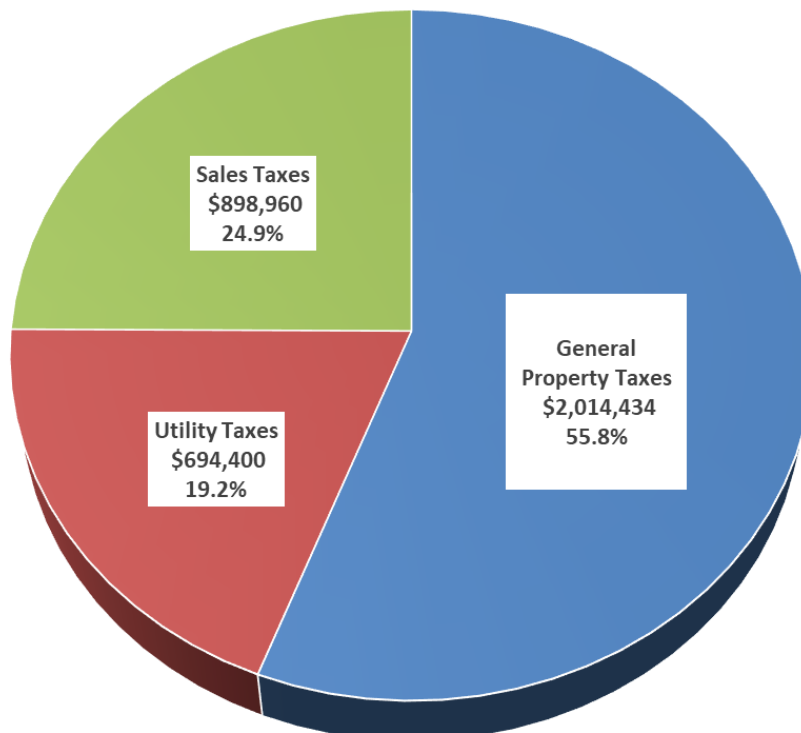
City of Black Diamond Property Taxes

2021

Property taxes make up 56% of the General Fund’s tax revenue and estimated to generate \$2,014,434 in revenue for the city. All revenues from property taxes go directly to the General Fund to support public safety for police, fire protection and emergency services. Black Diamond depends heavily on property tax collections, as the city has a small commercial base for generating sales tax revenue.

In Washington cities such as Black Diamond, property tax increases are limited to a 1% total dollar annual increase per year unless voters approve a lid-lift or larger percent increases plus any property tax from new construction. King County sets assessed valuation on property and calculates levy rates. Each taxing authority receives a portion of the tax amount, which King County collects and then passes on. In Black Diamond, there are four school districts with separate rates, so depending on which school district the property is in, the taxing amount will vary.

2021 General Fund Taxes



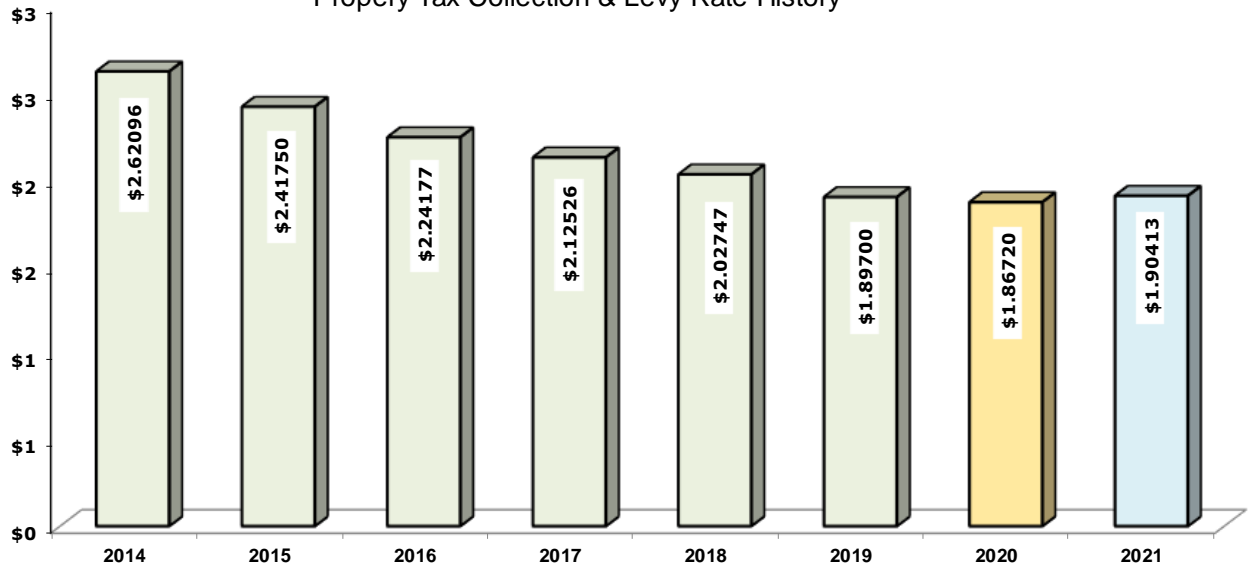
General Fund Revenue Projection for 2021	2020			2021		
	Budget	Actuals Thru June	Estimated Year End	Prelim Budget	\$ Budget Change	% Budget Change
REVENUES						
1 Beginning Cash and Investments	2,387,486	3,501,660	3,501,660	4,334,539	1,947,053	81.6%
2 General Property Taxes	1,889,434	972,042	1,851,645	2,014,434	125,000	6.6%
3 Sales Taxes	760,000	504,693	946,273	898,960	138,960	18.3%
4 State Sales Tax Assistance	5,000	3,692	4,500	-	(5,000)	-100.0%
5 Utility Tax and Gambling Tax	659,650	389,120	664,100	694,400	34,750	5.3%
6 Cable Franchise Fees	73,000	36,502	73,000	69,350	(3,650)	-5.0%
7 Business License	31,000	16,985	28,830	29,450	(1,550)	-5.0%
8 Liquor Profits & Excise Tax	65,700	31,142	62,300	63,600	(2,100)	-3.2%
9 KC EMS Levy, Recycle Grants & Misc	78,700	2,026	74,000	81,100	2,400	3.0%
10 Community Development Rev	1,202,550	1,103,731	2,300,000	2,000,000	797,450	66.3%
11 Police Department Revenue	362,300	144,529	312,800	336,200	(26,100)	-7.2%
12 Municipal Court Revenue	145,000	49,575	117,500	130,000	(15,000)	-10.3%
13 Parks Revenue	35,400	16,179	29,900	32,200	(3,200)	-9.0%
14 Cemetery Revenue	8,500	1,500	5,500	5,700	(2,800)	-32.9%
15 Charges for Services & misc Rev.	70,300	27,069	35,600	33,000	(37,300)	-53.1%
16 Funding Agreement - MDRT	906,176	343,561	906,176	958,814	52,638	5.8%
17 Total Operating Revenues	6,292,710	3,642,346	7,412,124	7,347,208	1,054,498	16.8%
18 COVID Grants	-	-	213,625	-		
19 AWC 2019 Acct change	-	102,950	205,750	249,500	249,500	
19 Devel Reimb-MDRT Conslt	1,835,000	663,343	1,835,000	1,845,000	10,000	0.5%
20 TOTAL GENERAL FUND SOURCES	10,515,196	7,910,298	13,168,159	13,776,247	3,261,051	31.0%

General Fund Expenditure Projection for 2021	2020			2021		
	Budget	Actuals Thru June	Estimated Year End	Prelim Budget	\$ Budget Change	% Budget Change
EXPENDITURES						
1 Legislative - Council	22,341	8,578	17,800	23,972	1,631	7.3%
2 Executive - Mayor	15,757	6,856	14,150	15,761	4	0.0%
3 Administrative Services	581,476	250,214	537,850	624,847	43,371	7.5%
4 Legal Services	200,000	51,567	140,000	204,000	4,000	2.0%
5 Prosecuting Atty and Public Defender	95,000	34,456	87,500	100,850	5,850	6.2%
6 Municipal Court	322,062	107,916	292,000	348,334	26,272	8.2%
7 Police Department	2,343,031	1,136,473	2,340,000	2,824,483	481,452	20.5%
8 Fire Department	571,376	280,553	605,775	613,853	42,477	7.4%
9 EMS/Recyl/Anim Cont/Mental Health	42,000	4,336	35,200	44,400	2,400	5.7%
10 Master Development Review Team	906,176	389,871	906,176	958,814	52,638	5.8%
11 Community Development	1,091,399	286,172	965,250	1,587,184	495,785	45.4%
12 Facilities	186,708	82,261	162,150	230,305	43,597	23.4%
13 Parks Department	128,146	50,932	118,290	143,338	15,192	11.9%
14 Cemetery	28,760	7,206	24,250	29,507	747	2.6%
15 Total Operating Expenditures	6,534,232	2,697,391	6,246,391	7,749,648	1,215,416	18.6%
16 Covid Costs	-	38,187	213,625	50,000	50,000	
17 AWC Acct. chg for 2019 fr beg cash	-	182,854	182,854	-	0	
18 AWC Insurance 2020 Acct Pmt	-	127	205,750	249,500	249,500	
19 Transfer to Street Fund	-	-	150,000	170,000	170,000	
20 Developer MDRT Consultants	1,835,000	360,289	1,835,000	1,845,000	10,000	0.5%
21 Total Expenditures	8,369,232	3,278,848	8,833,620	10,064,148	1,694,916	20.3%
22 Ending Cash and Investments	2,145,964	4,631,450	4,334,539	3,712,099	1,566,135	73.0%
23 TOTAL GENERAL FUND USES	10,515,196	7,910,298	13,168,159	13,776,247	3,261,051	31.0%

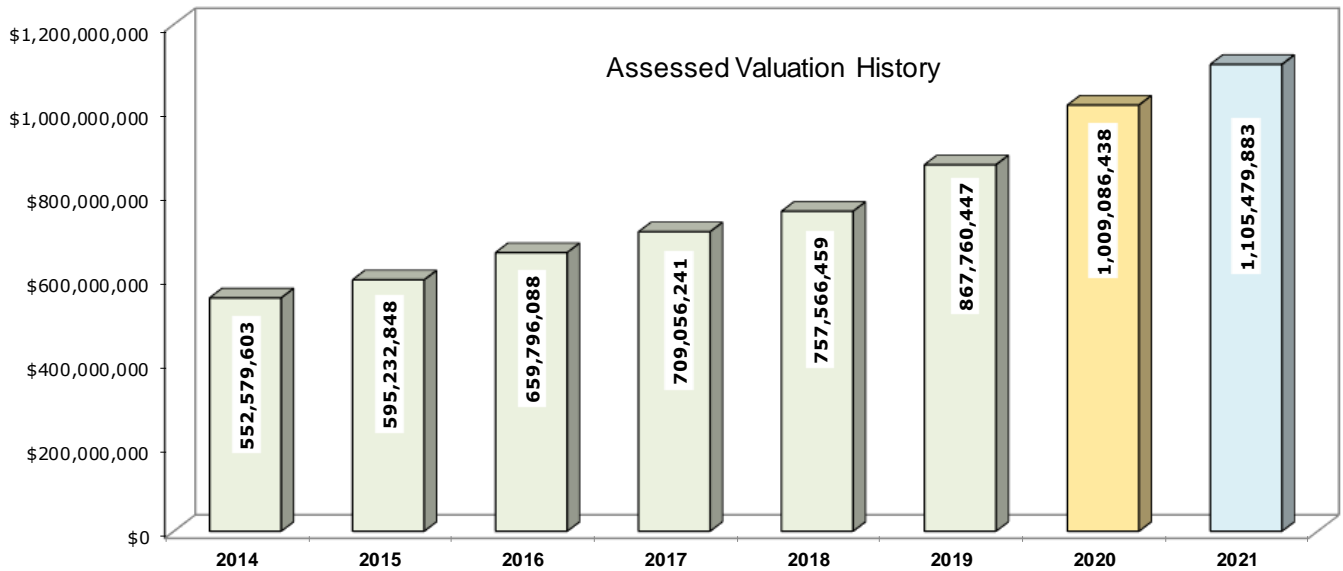
General Fund Functions Supported by Types of Revenue		2020 Budget	2021 Prelim Budget	\$ Change	% Change	Public Safety	General Gov't	MDRT
REVENUES								
1	Beginning Cash and Investments	2,387,486	4,334,539	1,947,053	81.6%	26,531	4,245,008	63,000
2	Public Safety Revenue Funded With:							
3	General Property Taxes	1,889,434	2,014,434	125,000	6.6%	2,014,434		
4	Utility Tax and Gambling Tax	659,650	694,400	34,750	5.3%	694,400		
5	Criminal Justice Sales Tax	138,000	137,500	(500)	-0.4%	137,500		
6	Liquor Excise Tax and Profits	65,700	63,600	(2,100)	-3.2%	63,600		
7	Municipal Court Revenue	145,700	130,000	(15,700)	-10.8%	130,000		
8	EMS Levy Taxes	62,000	65,100	3,100	5.0%	65,100		
9	Business License	31,000	29,450	(1,550)	-5.0%	29,450		
10	Police Charges for Service, Grants, Misc	224,300	198,700	(25,600)	-11.4%	198,700		
11	Total Public Safety Revenue	3,215,784	3,333,184	117,400	3.7%	3,333,184		
12	General Government Funded With:							
13	Sales Taxes	760,000	898,960	138,960	18.3%		898,960	
14	Land Use and Permitting Fees	1,202,550	2,000,000	797,450	66.3%		2,000,000	
15	Cable Franchise Fees	73,000	69,350	(3,650)	-5.0%		69,350	
16	Sales Tax Assist	5,000	-	(5,000)	-100.0%		-	
17	Grants, Passports, Charges for Svs	86,300	49,000	(37,300)	-43.2%		49,000	
18	Parks Revenue	35,400	32,200	(3,200)	-9.0%		32,200	
19	Cemetery Revenue	8,500	5,700	(2,800)	-32.9%		5,700	
20	Total General Government Revenue	2,170,750	3,055,210	884,460	40.7%		3,055,210	
21	Funding Agreement - MDRT	906,176	958,814	52,638	5.8%			958,814
22	Total GF Operating Revenue	6,292,710	7,347,208	1,054,498	16.8%	3,333,184	3,055,210	958,814
EXPENDITURES								
24	Public Safety (Fire, Police, Court)	3,373,469	3,931,920	558,451	16.6%	3,931,920		
25	Community Development	1,091,399	1,587,184	495,785	45.4%		1,587,184	
26	Bldg, Grounds, Parks, Cemetery	343,614	403,150	59,536	17.3%		403,150	
27	Legislative and adm. Services	619,574	664,580	45,006	7.3%		664,580	
28	Legal Services	200,000	204,000	4,000	2.0%		204,000	
28	Master Development Review Team MDRT	906,176	958,814	52,638	5.8%			958,814
29	Total Operating Expenditures	6,534,232	7,749,648	1,215,416	18.6%	\$3,931,920	2,858,914	958,814
30	Trf to Street Fund/2021 COVID \$\$		220,000				220,000	
31	Ending Cash and Investments	2,145,964	3,712,099	1,566,135	73.0%	(572,205)	4,221,304	63,000

* Analysis doesn't include MDRT Consultant Revenues and Expenses in 2020 or 2021

Property Tax Collection & Levy Rate History

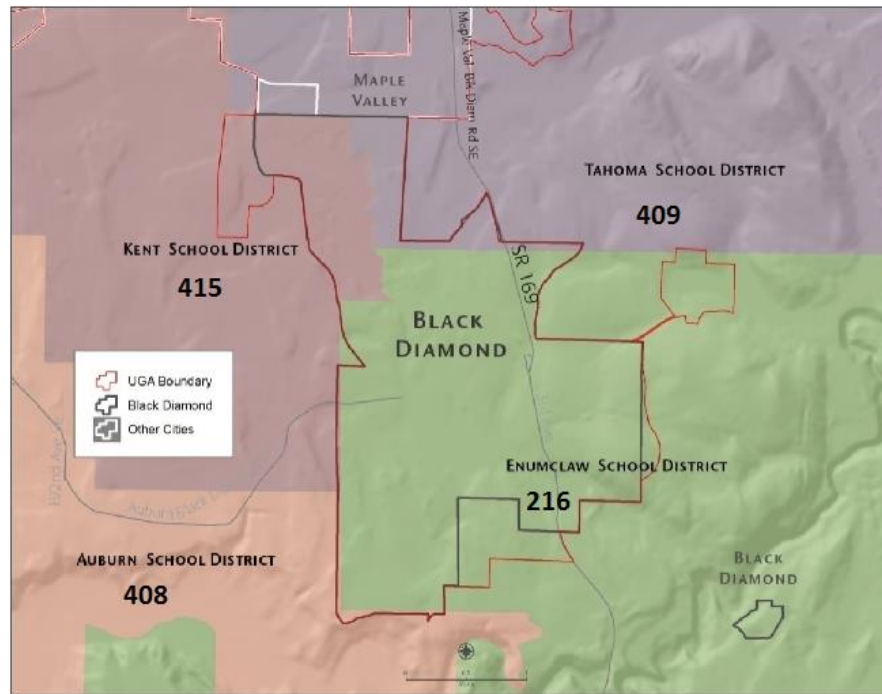


	2014	2015	2016	2017	2018	2019	2020	2021
Regular Levy Base	1,400,391	1,438,114	1,462,890	1,481,033	1,475,350	1,535,244	1,647,702	1,884,197
1% Increase	14,004	14,381	14,629	14,810	14,753	15,352	16,477	18,842
New Construction	11,833	3,145	11,905	13,378	11,470	95,541	219,986	200,801
Annexations								
Adjustments	11,886	5,137	-14,074	-534	698			1,136
Total Property Taxes	\$1,438,114	\$1,460,777	\$1,475,350	\$1,508,687	\$1,502,271	\$1,646,137	\$1,884,165	\$2,104,976
Levy Rate per \$1000 AV	\$ 2.62096	\$ 2.41750	\$ 2.24177	\$ 2.12526	\$ 2.02747	\$ 1.89700	\$ 1.86720	\$ 1.90413
Allowable Levy	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10
Assessed Valuation	\$552,579,603	\$595,232,848	\$659,796,088	\$709,056,241	\$757,566,459	\$867,760,447	\$1,009,086,438	\$1,105,479,883



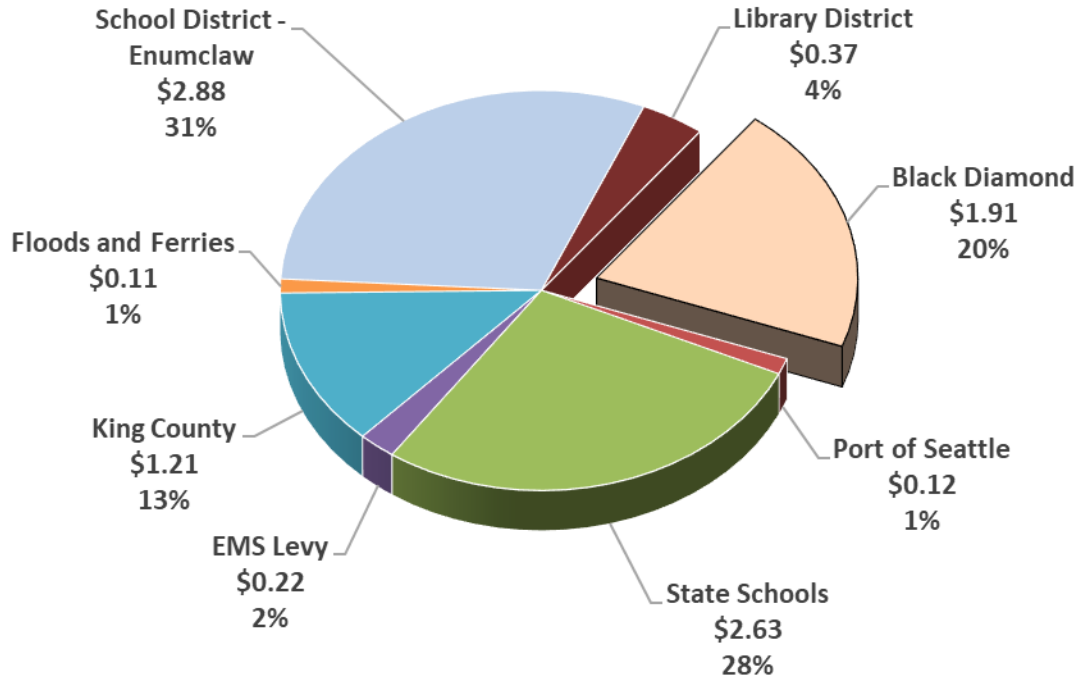
Base Assessed Valuation	552,567,770	595,229,703	659,784,183	709,042,863	757,554,989	867,664,906	1,008,866,452	1,105,279,082
New Construction	11,833	3,145	11,905	13,378	11,470	95,541	219,986	200,801
Final Assessed Valuation	552,579,603	595,232,848	659,796,088	709,056,241	757,566,459	867,760,447	1,009,086,438	1,105,479,883
% change from prior year	10%	8%	11%	7%	7%	15%	16%	10%
Population	4,370	4,420	4,450	4,470	4,480	4,500	4,520	5,205
Property Tax Levy Rate	2.621	2.418	2.242	2.125	2.027	1.897	1.867	1.904
Increase in Base value	51,394,641	42,653,245	64,563,240	49,260,153	48,510,218	110,193,988	141,325,991	96,393,445
Percentage increase in base	10%	8%	11%	7%	7%	15%	16%	10%

School Districts in Black Diamond



The total property tax rates in Black Diamond vary because of the four different school districts within our city limits.				
	Enumclaw	Tahoma	Kent	Auburn
2020 Rates				
Local School District	2.88	3.47	3.64	3.81
Washington State for Schools Part 1	1.92	1.92	1.92	1.92
*McCleary Decision for Schools Part 2	0.71	1.01	1.01	1.01
King County	1.21	1.21	1.21	1.21
City of Black Diamond	1.91	1.91	1.91	1.91
Port of Seattle	0.12	0.12	0.12	0.12
Library District	0.37	0.37	0.37	0.37
Emergency Medical Services	0.22	0.22	0.22	0.22
King County Flood Levy	0.11	0.11	0.11	0.11
Total Levy Rate 2020	9.45	10.34	10.51	10.68
* McCleary Part 2 was reduced by State				
Total 2019 Levy Rates	11.45	12.60	11.37	13.48

MONTHLY 2020 Property Tax Rates on a \$386,000 Appraised Home
 Translate to:
 Total Monthly Taxes of \$298.18
 Black Diamond's Portion: \$55.57



King County Taxing District	Levy Rate per \$1000 in Value	Percent of Property Taxes Collected	2020 Annual Tax on a \$386,000 Home	Monthly Tax on a \$386,000 Home
Port of Seattle	0.12266	1%	\$47.35	\$3.95
State Schools	2.62922	28%	\$1,014.88	\$84.57
EMS Levy	0.21762	2%	\$84.00	\$7.00
King County	1.20894	13%	\$466.65	\$38.89
Floods and Ferries	0.10672	1%	\$41.19	\$3.43
School District - Enumclaw	2.88249	31%	\$1,112.64	\$92.72
Library District	0.37441	4%	\$144.52	\$12.04
Subtotal	7.54206	80%	\$2,911.24	\$242.60
Black Diamond	1.90542	20%	\$666.90	\$55.57
Total	9.44748	100%	\$3,578.13	\$298.18

PRELIMINARY

LEVY LIMIT WORKSHEET – 2021 Tax Roll

TAXING DISTRICT: City of Black Diamond

The following determination of your regular levy limit for 2021 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.33289

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
1,884,197	Levy basis for calculation: (2020 Limit Factor) (Note 2)	1,884,197
1.0100	x Limit Factor	1.0060
1,903,039	= Levy	1,895,502
106,633,204	Local new construction	106,633,204
0	+ Increase in utility value (Note 3)	0
106,633,204	= Total new construction	106,633,204
1.88310	x Last year's regular levy rate	1.88310
200,801	= New construction levy	200,801
2,103,840	Total Limit Factor Levy	2,096,303
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
2,103,840	Total Limit Factor Levy + new lid lifts	2,096,303
1,105,479,883	= Regular levy assessed value less annexations	1,105,479,883
1.90310	= Annexation rate (cannot exceed statutory maximum rate)	1.89628
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
2,103,840	+ Limit Factor Levy	2,096,303
2,103,840	= Total RCW 84.55 levy	2,096,303
1,136	+ Relevy for prior year refunds (Note 5)	1,136
2,104,976	= Total RCW 84.55 levy + refunds	2,097,439
	Levy Correction: Year of Error (±)	
2,104,976	ALLOWABLE LEVY (Note 6)	2,097,439
Increase Information (Note 7)		
1.90413	Levy rate based on allowable levy	1.89731
1,889,462	Last year's ACTUAL regular levy	1,889,462
13,577	Dollar increase over last year other than N/C – Annex	6,040
0.72%	Percent increase over last year other than N/C – Annex	0.32%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	1,105,479,883
	x Maximum statutory rate	3.26711
	= Maximum statutory levy	3,611,724
	+Omitted assessments levy	0
	=Maximum statutory levy	3,611,724
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

ORDINANCE NO. 20-XXXX

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO THE GENERAL PROPERTY TAX LEVY AND SPECIFYING THE INCREASE CALCULATED BY KING COUNTY BASED ON LAST YEARS ACTUAL LEVY COMMENCING ON JANUARY 1, 2021 WITH CERTAIN CHANGES REQUIRED BY KING COUNTY IN THE MANNER IN WHICH THE AMOUNTS ARE CALCULATED. SUCH PROPERTY TAX LEVY SHALL APPLY TO ALL PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND, ALL AS REQUIRED BY LAW, AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the Council of the City of Black Diamond has met and considered its budget for the calendar year 2021 and

WHEREAS, the Council thereafter gave notice of public hearings and held public hearings on November 5, 2020, and

WHEREAS, the City's actual King County levy amount from the previous actual year base levy of \$1,884,197 is a base increase of **\$18,842 or .72%**; and

WHEREAS, the population of the City is less than 10,000; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Levy and Percentage of Increase. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual base levy amount authorized from King County for the previous year shall be \$18,842, which is a percentage increase of .72% from the previous year. Also adopted is a re levy of \$1,136. These increases are exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred.

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 preempted by State or Federal law or regulations, such decisions or preemptions 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.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 19th day of November 2020

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A Linehan, City Attorney

Published:

Posted:

Effective Date:

ORDINANCE NO. 20-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2021 ON ALL PROPERTY BOTH REAL AND PERSONAL, SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY FOR THE CITY OF BLACK DIAMOND FOR THE ENSUING YEAR AS REQUIRED BY LAW AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the cities under 10,000 population may increase the regular property tax dollar amount of the levy from the previous year by up to one percent, and

WHEREAS, the City Council has properly given notice of the Public Hearings held on November 5, 2020 to consider the City's 2020 Property Tax Levy and the Preliminary Budget including the Revenue Sources, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of Black Diamond, Washington has met and considered the Public Safety budgets for the year of 2021; and

WHEREAS, a public hearing was held on November 5, 2020 regarding the 2021 Revenue Sources and Public safety budget and the property tax levy, and

WHEREAS, King County requires that the 2021 Property Tax Levies be submitted by November 30, 2020; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Amount. The preliminary assessed valuation of **\$1,105,479,883** is adopted. A regular property tax for 2021 is hereby levied in the maximum amount **\$2,144,976** which includes an additional \$40,000 for any additional King County increases resulting from additional new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property or any annexations that have occurred after the preliminary worksheets and adjustment made by the county. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount allowed.

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 preempted by State or Federal law or regulations, such decisions or preemptions 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.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, Washington, this 19th day of November 2020.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney

Posted:

Published:

Effective Date:



PROCLAMATION

of the
CITY COUNCIL
CITY OF BLACK DIAMOND

WHEREAS, The Council of the City of Black Diamond celebrates our community's diversity; and

WHEREAS, We welcome all people who live, work, visit, and/or attend school here, regardless of national origin, length of residence, color, race, ethnicity, language, ability, sexual orientation, gender identity, socioeconomic status, religion, or philosophical values; and

WHEREAS, Division, isolation, hatred, and discrimination have no place in our community and do not reflect our core values; and

WHEREAS, Equity, inclusion, welcoming diversity, safety — both physical and psychological — and respect for all people are the CORE VALUES of The City of Black Diamond; and

WHEREAS, The presence of justice, equity, and inclusion, leads to our spirit of welcoming and neighborliness; and

WHEREAS, We recognize the inherent dignity of every individual and that all people deserve assurance of the basic principles of human rights and equality before the law, as guaranteed by the United States Constitution, the Bill of Rights, and the Constitution of the State of Washington;

NOW THEREFORE, We, the Council of the City of Black Diamond, commit to lead by example, by striving to undo systemic injustices and by removing barriers to opportunity. We demonstrate this commitment by continuing to listen, learn, and act on the diverse voices and needs of our community.

FURTHERMORE, We, the Council of the City of Black Diamond, Washington, do hereby resolve to do the critical work of actively affirming our community's shared values of equity, inclusion, welcoming diversity, safety, and respect. We encourage and invite our neighbors and colleagues to join us in affirming these values of inclusion.

Signed this ____ day of November, 2020, at Black Diamond, Washington.

Tamie Deady

Erin Rose Stout

Melissa Oglesbee

Kristiana de Leon

Christopher Wisnoski

Bernie O'Donnell

Steven Paige

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-075
Resolution authorizing the Mayor to execute a Letter of Agreement between the City of Black Diamond and Teamsters 117 Professional Unit	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --Various Funds	City Labor Attorney – Sofia Mabee	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; Proposed Letter of Agreement		
SUMMARY STATEMENT:		
<p>The City’s negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Professional Unit for the 2020 wage re-opener in their Collective Bargaining Agreement. All other terms and conditions of the Collective Bargaining Agreement shall remain unchanged.</p> <p>The Professional Unit has unanimously approved the Letter of Agreement and the City’s negotiating team is recommending ratification by the City Council.</p> <p>FISCAL NOTE (Finance Department): The Letter of Agreement was negotiated as directed by the City Council.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Council Finance Committee reviewed this item at their October 29th meeting and recommended forwarding to Council for consideration.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1386 authorizing the Mayor to execute the Letter of Agreement between the City of Black Diamond and Teamsters 117 Professional Unit.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF AGREEMENT BETWEEN THE CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL UNION NO. 117 PROFESSIONAL UNIT

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

WHEREAS, the Professional Unit was formed in 2014; and

WHEREAS, the Professional Unit Collective Bargaining Agreement contained a wage opener for 2020 wages; and

WHEREAS, the City negotiating team has reached a tentative agreement with the Union on 2020 wages effective January 1, 2020 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the Letter of Agreement and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the Letter of Agreement;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Professional Unit's Letter of Agreement as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

PROPOSED LETTER OF AGREEMENT

By and Between

THE CITY OF BLACK DIAMOND

And

TEAMSTERS LOCAL UNION NO. 117

Representing the Professional Unit

Affiliated with the

International Brotherhood of Teamsters

Re: 2020 Wage Opener

Teamsters Local Union No. 117 (“Local 117” or “Union”) and The City of Black Diamond (“Black Diamond”) are signatories to the 2018-2020 Collective Bargaining Agreement setting forth the wages, hours, and working conditions of the Professional Unit, as determined by PERC in Case 26432-E14-03863 (2014) (the “Professional Unit Agreement”).

WHEREAS, the Professional Unit Agreement contained a wage opener for 2020 wages;

WHEREAS, due to exceptional circumstances, including the ongoing COVID-19 pandemic, the parties did not conclude negotiations until in or around October 2020;

NOW THEREFORE, the parties hereby agree as follows:

- (1) Appendix A – Wage Table of the Professional Unit Agreement shall be amended by inserting the following 2020 Salary Schedule below the 2018 & 2019 Salary Schedule, to be effective January 1, 2020:

2020 Salary Schedule	Step 1	Step 2	Step 3	Step 4	5 & On
Court Administrator	6,024	6,325	6,641	6,973	7,322
MDRT & Economic Director	8,259	8,672	9,106	9,561	10,039
Deputy City Clerk	4,600	4,922	5,243	5,565	5,887
Finance Director	8,373	8,792	9,232	9,693	10,178
Deputy Finance Director	6,870	7,170	7,562	7,953	8,344
Police Records Coordinator	4,600	4,922	5,243	5,565	5,887
Building Official	7,119	7,530	7,941	8,351	8,762

Community Dev/Nat Resources Director	8,259	8,672	9,106	9,561	10,039
Permit Center Supervisor	5,891	6,159	6,427	6,694	6,962
Public Works Director	8,259	8,677	9,111	9,567	10,045
Utilities Superintendent	7,119	7,530	7,941	8,351	8,762
Construction Inspector Supervisor	7,119	7,530	7,941	8,351	8,762

- (2) Effective October 1, 2020 thru December 31, 2020, the Court Administrator shall receive a five percent (5%) pay premium on top of the applicable base pay set forth above.
- (3) Effective January 1, 2020, each member shall be placed at the lowest step indicated above that reflects an increase in compensation over his or her effective base pay as of December 31, 2019, and each member shall receive the full benefit of any such increase in compensation retroactive to January 1, 2020, as well as any step increases he or she would have received upon a classification anniversary between January 1, 2020 and the effective date of this amendment. Notwithstanding the above, the Court Administrator shall be placed at Step 5 effective January 1, 2020.
- (4) Effective January 1, 2020, the current MDRT & Economic Director, Finance Director, and Public Works Director shall each have his or her classification anniversary date revised to May 14th of each calendar year, such that each of the above individuals will be in lock-step with the current Community Development Director. This provision shall not apply to employees hired into these positions in the future, whose anniversary date will be established according to existing practices.
- (5) All other terms and conditions of the Professional Unit Agreement shall remain unchanged.

**THE CITY OF BLACK DIAMOND
 (PROFESSIONAL UNIT)**

**TEAMSTERS LOCAL UNION
 NO. 117/IBT**

CAROL BENSON
 Mayor

JOHN SCEARCY
 Secretary-Treasurer

 Date

 Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-076
Resolution authorizing the Mayor to execute a Letter of Agreement between the City of Black Diamond and Teamsters 117 Public Works and Admin Support Units	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):	Court – Stephanie Metcalf	
Fund Source: --Various Funds	City Labor Attorney - Peter Altman	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; Proposed Letter of Agreement		
SUMMARY STATEMENT:		
<p>The City’s negotiating team consisting of Sofia Mabee, Summit Law Group, Police Chief Jamey Kiblinger, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Public Works and Admin Support Units for the 2020 wage re-opener in their Collective Bargaining Agreement. All other terms and conditions of the Collective Bargaining Agreement shall remain unchanged.</p> <p>The Public Works and Admin Support Units have unanimously approved the Letter of Agreement and the City’s negotiating team is recommending ratification by the City Council.</p> <p>FISCAL NOTE (Finance Department): The Letter of Agreement was negotiated as directed by the City Council.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Council Finance Committee reviewed this item at their October 29th meeting and recommended forwarding to Council for consideration.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1387 authorizing the Mayor to execute the Letter of Agreement between the City of Black Diamond and Teamsters 117 Public Works and Admin Support Units.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF AGREEMENT BETWEEN THE CITY OF BLACK DIMAOND AND TEAMSTERS LOCAL UNION NO. 117 PUBLIC WORKS AND ADMIN SUPPORT UNITS

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

WHEREAS, the Public Works Unit was formed in 2014 and the Admin Support Unit was formed in 2016; and

WHEREAS, the Public Works and Admin Support Units Collective Bargaining Agreement contained a wage opener for 2020 wages; and

WHEREAS, the City negotiating team has reached a tentative agreement with the Union on 2020 wages effective January 1, 2020 (attached hereto as Exhibit A); and

WHEREAS, the City Council has reviewed the Letter of Agreement and finds it was negotiated as directed by the City Council and it is in the best interest of the City and its employees to authorize the Mayor to execute the Letter of Agreement;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Public Works and Admin Support Unit's Letter of Agreement as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

PROPOSED LETTER OF AGREEMENT

By and Between

THE CITY OF BLACK DIAMOND

And

TEAMSTERS LOCAL UNION NO. 117

Representing the Public Works and Admin. Support Units

**Affiliated with the
International Brotherhood of Teamsters**

Re: 2020 Wage Opener

Teamsters Local Union No. 117 (“Local 117” or “Union”) and The City of Black Diamond (“Black Diamond” or “PW & Admin”) are signatories to the 2018-2020 Collective Bargaining Agreement (the “PW & Admin Agreement”) setting forth the wages, hours, and working conditions of the Public Works and Admin Support Units, as determined by PERC Case 26514-E-14-3873, Decision 12133 (PECB, 2014) and PERC Case 128309-E-16, Decision 12645 (PECB, 2016), and as otherwise defined in the PW & Admin Agreement.

WHEREAS, the PW & Admin Agreement contained a wage opener for 2020 wages;

WHEREAS, due to exceptional circumstances, including the ongoing COVID-19 pandemic, the parties did not conclude negotiations until in or around October 2020;

NOW THEREFORE, the parties hereby agree as follows:

- (1) Appendix A – Wage Table of the PW & Admin Agreement shall be amended by inserting the following 2020 Salary Schedule below the 2019 Salary Schedule, to be effective January 1, 2020:

2020 Salary Schedule	Step 1	Step 2	Step 3	Step 4	5 & On
Judicial Specialist I (hourly)	20.69	22.43	24.15	25.87	27.59
Judicial Specialist II	3,945	4,275	4,603	4,933	5,261
Senior Accountant	5,178	5,437	5,709	5,994	6,293
MDRT Senior Accountant (hourly)	27.98	29.37	30.84	32.39	34.00
Administrative Assistant II	3,868	4,061	4,264	4,477	4,701
Information Services Manager	7,479	7,911	8,343	8,773	9,206
Police Clerk	3,958	4,156	4,364	4,582	4,811

Facilities Equipment Coordinator	4,853	5,172	5,509	5,848	6,184
Accounting Clerk/Utility Billing Specialist	4,275	4,490	4,714	4,949	5,196
Permit Technician	4,833	5,172	5,509	5,848	6,184
Assistant Planner / Permit Tech	4,600	4,922	5,243	5,565	5,887
Construction Inspector	5,984	6,329	6,675	7,019	7,364
Building Inspector	5,069	5,322	5,589	5,868	6,161
Public Utilities Operator	5,167	5,425	5,696	5,981	6,280
Capital Projects Program Manager	6,851	7,194	7,553	7,931	8,327
Public Works Administrative Asst. 3	4,565	4,794	5,034	5,285	5,551
Utility Worker-Facility/Eq/Utility Worker	4,617	4,848	5,090	5,345	5,612

(2) Effective January 1, 2020, each member shall be placed at the lowest step indicated above that reflects an increase in compensation over his or her effective base pay as of December 31, 2019, and each member shall receive the full benefit of any such increase in compensation retroactive to January 1, 2020, as well as any step increases he or she would have received upon a classification anniversary between January 1, 2020 and the effective date of this amendment.

(3) All other terms and conditions of the Public Works and Admin Support Units Agreement shall remain unchanged.

**THE CITY OF BLACK DIAMOND
 (PUBLIC WORKS AND ADMIN.
 SUPPORT UNITS)**

**TEAMSTERS LOCAL UNION
 NO. 117/IBT**

CAROL BENSON
 Mayor

JOHN SCEARCY
 Secretary-Treasurer

 Date

 Date

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-077
Resolution authorizing execution of a service level agreement with Omiga Solutions for OCourt.	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$2,400/year	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	X
Timeline: 12/31/20 – 12/31/2025		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Omiga OCourt Service Level Agreement; Omiga Solutions Statement of Work; Omiga Solutions Master Services Agreement		
<p>SUMMARY STATEMENT: This is a program partnership with the cities of Buckley and Enumclaw. Omiga Solutions is providing its proprietary OCourt system. OCourt is an online web-based business application that streamlines the court processes and integrates with the Washington State Administrative Office of the Courts Judicial Information System (JIS). OCourt has multiple features including Schedule R, E-Forms and E-Signature. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room or with Zoom. Because virtually all court proceedings are over Zoom and OCourt works with the Zoom system, this program will add a considerable increase in the court’s efficiency. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for administrators, clerks, judges, prosecutors, and defense counsel. There is no similar court product offering for Courts of Limited Jurisdiction in the State of Washington,</p> <p>The initial cost to implement this product is \$28,800. The cost will be divided equally between the Black Diamond, Buckley and Enumclaw Municipal Courts. Our court has applied for CARES funds and have been approved for full reimbursement of the initial implementation costs. The annual maintenance fee is \$7,000. This is a 5 year service agreement. The City of Black Diamond will only pay \$2,400 per year for the annual maintenance of OCourt, which is 1/3 of the total, as it is being divided between the three jurisdictions. The maintenance fee is not eligible for CARES reimbursement.</p> <p>FISCAL NOTE (Finance Department): Black Diamond’s portion of the 2021 O Court Maintenance cost has been included in the court’s 2021 Preliminary Budget.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1388, authorizing the Mayor to execute a contract with OMIGA Solutions for OCourt Service Agreement.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1388

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH OMIGA SOLUTIONS, INC., FOR ELECTRONIC CASE
MANAGEMENT SOFTWARE SERVICES FOR THE CITY'S
MUNICIPAL COURT**

WHEREAS, the Black Diamond Municipal Court desires to implement a new web-based software application to streamline court processes, forms, and case management; and

WHEREAS, the Municipal Court has identified Omega Solutions, Inc.'s OCourt software application as meeting the needs of the Court for efficient operations and management; and

WHEREAS, Omega Solutions has proposed to provide its web-based software services to the City on the terms provided in the attached OCourt Service Level Agreement, Statement of Work, and Omega Solutions Master Services Agreement; and

WHEREAS, the Municipal Courts of the cities of Enumclaw and Buckley desire to join with the Black Diamond Municipal Court in the negotiation and implementation of the Omega Solutions software system in all three courts, to improve the pricing and cost-effectiveness of the implementation and annual maintenance; and

WHEREAS, the City Council is authorized under RCW 39.04.280(1)(a) to waive competitive bidding requirements for purchases of products and services that are legitimately limited to a single source of supply, including software with necessary functionalities that are unavailable from other vendors; and

WHEREAS, Omega Solutions, Inc. is (formerly known as CodeSmart) was and remains the only software vendor with an active interface with the Washington State Administrative Office of the Courts' Judicial Information System ("JIS") that can push information to the municipal and district courts via the scheduler (i.e., calendar hearings) and pull information into court documents (e.g., case information, such as party name, DOB, charge information, case number, etc.). No other software developer presently has the capability to perform these functions. As such, the City Council finds that Omega Solutions is the sole source of supply of this important software product and service for the Black Diamond Municipal Court; and

WHEREAS, other Washington cities, such as the City of Renton, have purchased the Omega Solutions OCourt software product as a sole-source product for their municipal or district courts; and

WHEREAS, the cities of Enumclaw, Buckley, and Black Diamond have determined that the Omega Solutions OCourt software system is only the compatible product available to interface with their municipal court information systems and therefore represents the most advantageous product to the cities, with price and other factors considered;

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

Section 1. The Mayor is hereby authorized to execute a Master Services Agreement, Statement of Work, and OCourt Service Level Agreement with Omega Solutions, Inc., in substantially the form attached hereto.

Section. 2. The City Council finds, pursuant to RCW 39.04.280, that competitive bidding requirements shall be waived because Omega Solutions, Inc. is the sole source of supply for the OCourt software required by the Municipal Court to interface with the Washington State AOC JIS system.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



OCourt Service Level Agreement Black Diamond

975 Carpenter Rd NE Suite 101
Lacey, WA 98516
(360) 915 – 7017

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1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between Omega Solutions LLC. (Omega Solutions) and City of Black diamond (Hereafter referred to as “**Customer**”) outlined within this document is an expected level of service December 31st, 2020 to December 31st, 2025. This agreement covers the product(s) as listed in Section 5 of this agreement. For the initial On Boarding cost agreement please refer to the Statement of Work (SOW) agreement. This SLA renews annually for (5) five years as long as the Customer does not assume responsibility for providing court services for any additional Jurisdictions or workload does not substantially increase. Black Diamond is one of three Jurisdiction (see SOW) only the City of Black Diamond’s Obligations will be reflected in this SLA document. Omega Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by Omega Solutions to reflect any substantial change in the caseload of the court.

2. Description of Services

2.1. Introduction

Omega Solutions is providing its proprietary OCourt system and solution(s) to the Customer. OCourt is an online web-based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including Schedule R , E-Forms and E-Signature. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room and a defendant located off site in a jail facility. OCourt supports a number of e-signature technologies including touch, physical signature pad and stored signatures online. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for Administrators, Clerks, Judges, Prosecutors and Public Defense. There is no similar court product offering for Courts of Lower Jurisdiction in the state of Washington.

2.2. Supplemental Modules

Omega Solutions has Modules; OSummons, E-Hearing, E-Filing Lobby Display, Collect R, VRV, and nCourt API, for a data integration point between collection venders, individual court customers and the WA State Administrative Office for the Courts (AOC) Judicial Information System (JIS). These Modules directly update each individual court’s receipting system within JIS without relying on the courts to manually enter the information. These Modules reduce repetitive and error-prone tasks associated with manual data-entry related to the collections process.

2.3. Specific Services

Omega Solutions will:

- a) Ensure OCourt-specific security processes and best-practices are followed
- b) Notify Customer of any apparent anomalies in data-transfer
- c) Communicate future enhancements, modifications, or outages to all relevant parties
- d) Maintain network and identity-related security protocols
- e) Enforce proper deployment and maximum server up-time
- f) Establish and enforce proper application server deployment techniques
- g) 24x7 maintenance of the server environment
- h) Maintain an environment scalable to meet current & future customer expectations

3. Problem Management

3.1. General

If at any time OCourt users experience a lapse in OCourt services, as defined in this SLA, they should immediately notify their managers, noting specific items to be addressed.

3.2. System and Contract Support Escalation Contact List

Please use the following escalated contacts for Operational System or Contract Support issues. Please refer to Section 3.0 to confirm Service Performance standards and metrics.

OCourt System Issue Escalation Contacts



OCourt Contract Issue Escalation Contacts



4. Service Performance

4.1. Infrastructure Team Availability

Omega Solutions Infrastructure Team hours of operation will be established and managed under mutual agreement by Omega Solutions and Customer. Omega Solutions proposes the following availability:

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday PST (Except for Federal and State holidays).
Regularly scheduled maintenance frequency	Performed on 2 nd /3 rd Saturday of the month. Email notices are sent to all users.
Issue Response Time	4 Hours
High Priority Issue Resolution Time	2 Business Days
Medium and Low Priority Resolution Time	1 Week

4.2. Operational Expectations

Server Backups	Frequency
Regularly scheduled backups	Daily
Log Truncation	Monthly
Retention of collection data	Continuous

4.3. System Availability

The OCourt Administrator(s) will work to ensure the following:

- All case information that is transmitted between Omega Solutions' servers, the customer's servers, and AOC's servers, are secured via HTTPS.
- All login passwords will be restricted to a sufficient level of complexity so as to prevent brute-force hack attempts.
- Omega Solutions will not store actual user passwords unless customer requires it.
- Omega Solutions will abide by the terms of the overall agreement governing auditing and logging of customer data interactions as specified by the Administrative Office for the Courts (AOC).
- Logs will be truncated every 1 month in order to minimize the possibility of significant data-loss during security breach.
- Outages shall be scheduled with at least one-week advanced notification to all customers and partners.
- All outages or un-expected problems arising as a result of OCourt software will be assigned a dedicated response team within a 48-hour period.
- The data-retention period for OCourt will not exceed 7 years. (Customer can request less if needed.)
- Omega Solutions will provide individual records data to Court Customer upon request. Omega Solutions will not retain the document data beyond 180 days.
- Regularly scheduled backups will occur every 24-hours with hourly backups of the data within the database.
- Omega Solutions will maintain the ability to recover from a hard-drive failure or master Hyper-V host operating system failure within a 24-hour period.

4.4. System Operational Limitations

While always endeavoring to resolve any system failures, there are conditions that may be beyond Omega Solutions' ability to address. Examples include, but are not limited to:

- AOC JIS availability (OCourt will not function properly without JIS functionality)
- Customer network outage
- Customer firewall or browser issue that is specific to their own IT environment
- Upgrades to Judicial Access Browser System (JABS) that causes a problem or outage
- SSL certificate(s) expiration
- Third party back-up power failure
- Restricted access to JIS
- JIS down-time (impacts data transmission).

Omega Solutions' commitments, per this SLA, are limited to those basic services, and designated optional services for Omega Solutions supplied or operated systems. Outages within the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor will Omega Solutions assume responsibility for them.

4.5. OCourt - File Processing

OCourt Overview:

The OCourt system is considered a "real-time" system in that users expect to see data in JIS after they've entered it into the system. However, there is also a regularly scheduled [automated] process that kicks off every 24 hours, to migrate the customer's JIS data into our queue for synchronization and error notification. There is another "near real-time" mechanism that is initiated by user actions such as performing a case submittal action or typing in a large number of cases to associate with a hearing.

User Authorization and Authentication:

A username/password for OCourt can be established by registering for the site, and then approved by a Court Administrator or Omega Solutions System Administrator. Users that are approved can then be associated with specific roles that will allow them to review various functions that have been associated with their assigned “role” in the system.

Handling Dependency Changes:

In the event that Omega Solutions’ OCourt system is operating normally, but there is:

1. An anomaly present in the JIS and/or document storage data,
2. A JIS screen has been modified and the customer has failed to notify Omega Solutions,
3. A Document Storage API has been updated

Omega Solutions may reach out to the customer in order to facilitate a resolution. In practice, this type of anomaly rarely occurs. However, if it should occur, Omega Solutions will be able to respond within 72 hours of notification regarding any small AOC screen changes, document storage API updates, or data anomalies. If the modification is severe enough (for instance AOC replaces JIS with a new Case Management System and doesn’t tell anyone about it) Omega Solutions may not be able to bring the system back-online within a 72-hour period. Therefore, it is necessary for AOC and the customer to keep Omega Solutions informed of known upcoming changes and upgrades.

External Doc Storage Sync Operations (Applicable to 3rd-party externally hosted solutions only!):

For certain customers, Omega Solutions will support software that is responsible for downloading external data concerning electronic documents associated with a case(s).

Security:

3rd-party vendor data (i.e. Laser Fiche, SharePoint, Sire, etc.) should be made available to Omega Solutions in a secure fashion, but Omega Solutions is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, Omega Solutions will download data related to the OCourt system from Court customer 3rd-party vendors even if it is provided to us in an inherently insecure fashion. It is the customer’s responsibility to ensure that their 3rd-party vendors are working in a secure fashion with Omega Solutions. Basically, Omega Solutions does not control or have leverage over any Court customer’s own vendors.

3rd-party Data Transmission:

We will notify our customers in the event that we notice odd patterns in data-transmission such as (a) no data for unusual periods of time, (b) bad data repeatedly being transmitted, (c) too much data being transmitted. Ultimately, if the customer wishes for Omega Solutions to work collaboratively with the 3rd-party to resolve the problem, we will do so on a case-by-case basis.

Customer Network, Document Storage Provider, or AOC System Anomalies:

There are many points of failure in the overall data pipeline for the OCourt system. Omega Solutions often plays the role of working to resolve any breakdowns in the pipeline. However, there are times when Omega Solutions would have absolutely no knowledge of such a breakdown. The following are examples that have occurred. (a) The customer has a network outage. (b) The customer has a firewall or browser issue that is specific to their IT environment. (c) AOC has made an upgrade to JABS which causes a problem or outage. (d) AOC has forgotten to update their SSL certificates and the SSL certificates have expired. (e) AOC experiences a network outage.

Since there are many points of failure, Omega Solutions' agreed-upon metrics that are defined in this SLA document may only be applied at the point that we are the source of the problem. Outages within AOC, the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor does Omega Solutions assume responsibility for them.

Document Storage Synchronization Operations (Applicable to locally installed software only!):

In the case where the document-storage resides internal to the customer, Omega Solutions will provide the customer with a Windows executable program. The program is made up of more than 3 files. One file is intended to be configured according to the unique requirements of the customer. This file ends with a *.config file extension.

The Windows executable that Omega Solutions provides to the customer will, generally speaking, look for files located in a document storage solution, determine if they are relevant case-related files, transmit them over HTTPS to Omega Solutions' e-Docs servers, and then disconnect from the customer's document storage system. For this reason, it is important that the customer not expect that the data displayed in Omega Solutions' e-Docs manager will be automatically synchronized with the customer's document-storage solution. In order to update the case-documents when making a change to your document-management data, you will need to "refresh" the Omega Solutions e-Docs external documents list.

The executable currently depends on Microsoft .NET Framework 4.5 in order to execute and perform its tasks. This may change in the future.

The executable transmits the customer's ticket data over port 443 which is a standard SSL port. Other than allowing outbound traffic on port 443 and ensuring that the user-account running the executable has the appropriate permissions to read and delete files in the configured processing path of the program, there is no other operational requirement of the software.

Case-File Processing Executable Maintenance (Applicable to locally installed software only!):

Omega Solutions may periodically update the executable supplied to any Court customer as updates and enhancements are developed. Given that this executable is responsible for reading the appropriate document data, and also updating it, there may be updates or enhancements required over time. The maintenance fee associated with any contract related to the OCourt system is partially used to ensure this component stays up-to-date with technology changes over time.

If any Court customer wishes to disable or rebuild the server that the OCourt executable is running on, they merely need to copy all of the files associated with the OCourt executable... and place them into a directory on the new server. There is no uninstall process, re-configuration process, or other Windows artifacts in-place that need to be addressed. If any Court customer needs a new copy of the OCourt executable, Omega Solutions will provide one for them at no charge.

Ticket Processing Bandwidth:

Omega Solutions does not expect to have any difficulty processing up to the maximum allowable number of documents that our pre-screened customers are able to accommodate

As the exact processing volumes and capabilities of hardware, software, and other factors adjust over time... so will the exact contents of this portion of the Service Level Agreement.

Omega Solutions will be able to provide reports within a 48 hour period of exact case-volume processing and anomalies per customer.

4.6. *OCourt Security*

The OCourt software is managed by Omega Solutions' Network Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

Omega Solutions is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. Omega Solutions is also responsible for the verification of regular data-backups and redundancy that is necessary to avoid any data loss. However, in the case of this system... any lost data may be recovered from multiple sources outside of Omega Solutions' control. (Such as Washington State AOC or DES or the customer.)

Omega Solutions is also responsible for verifying the secure transmission of the case data associated with the OCourt system to the customer's servers and to AOC's JIS.

Omega Solutions will notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If Omega Solutions determines that a username or password of a valid user for Court Customer was utilized during the security breach, we will immediately deactivate the account and change the password prior to notifying the Court Customer, in order to ensure that no further security breaches occur.

4.7. *Bug Reporting/Tracking*

Omega Solutions is responsible for tracking all bugs/problems associated with the OCourt software or general processing of OCourt-related tickets from the customer's 3rd-party ticket vendor as needed. Omega Solutions currently uses a system known as "AdminiTrack" to facilitate the reporting of bugs.

Bug reports may be generated from the tracking system upon request within a 48-hour period.

4.8. *System Outage/Security Reporting*

Due to the complexity and number of systems supporting OCourt processing system, it is difficult to centralize a reporting mechanism to identify all system outages, security-related issues, or other concerns over an extended period of time. However, Omega Solutions will provide a regular security bulletin for issues within the Omega Solutions server and OCourt environment upon request. Omega Solutions cannot provide information about the system functionality or security of non-Omega Solutions server environments.

4.9. *Record Transaction Processing Issues:*

In the event, that transaction processing does not occur correctly, customers are notified in one of 2 ways. (1) via email if it is a long-running transaction process. (2) Via user-interface if it is a "real-time" or "near real-time" transaction. Additionally, the OCourt Systems Administrator(s) will also be notified. It is possible to include other members from various roles in these error notifications upon request. Error emails are filtered by the Customer identifier because there could be more than one Court organization using the same system. A configurable customer email address can be associated with each Customer id. In this case, a "customer identifier" is the unique information that identifies customers such as City of Tacoma, City of Fife, City of Lakewood, etc.

5. Cost of Services

5.1. Annual Maintenance Services

The scope of Omega Solutions 's OCourt system services to Customer shall be performed for a not-to-exceed annual fee(s) as indicated below for the licensed solutions the Customer has chosen. The service fee covers the maintenance and on-going support of the below chosen solutions. The Annual Maintenance fee payment will be invoiced to the customer on the anniversary date of execution of this agreement each year this agreement is in effect. Omega Solutions or the Customer may terminate this agreement at the end of any annual period for any reason with 30 days notice. At the end of the 5 years, the service fee will be reviewed by Omega Solutions to reflect any substantial change in the caseload of the court.

Omega Solutions will make available to the Customer, any additional Module(s) released. Implementation and use of additional Module(s) may require an additional service fee.

The annual maintenance fee does not include feature enhancements or future improvements. It is intended solely to cover the services in this agreement and to ensure proper security in accordance with AOC guidelines, industry best-practices, and normal operating procedures. The Maintenance Fee will cover any changes as needed to any current form(s) in use by the OCourt program as drive from Legislative Changes for Washington State. Any new forms to be created because of Washington State Legislative decisions will be considered enhancement to the electronic document system and the cost of developing those forms will be at \$500.00 which will be equally shared among the courts actively using the E-Doc program. However, individual customer obligations for Legislative New Forms will not exceed \$50.00.

After the 5 Year term of this agreement, the actual number of transactions processed through OCourt for Customer during the year will be used to calculate the maintenance fee and will be reflected in the next version of this service contract. A transaction is a case synchronized from JIS into the OCourt scheduler system.

5.2. Annual Maintenance Fee

	Item	Annual Fee	Note
<input checked="" type="checkbox"/>	OCourt	\$2,400	One third of total for three Jurisdictions
<input type="checkbox"/>	Lobby display	No charge	
<input type="checkbox"/>	Collect R	N/A	
<input type="checkbox"/>	nCourt API/Batch	N/A	
<input type="checkbox"/>	VRV	N/A	
<input type="checkbox"/>	N to Y	N/A	This module requires VRV licensing
<input type="checkbox"/>	Public Access (PAM)	N/A	
<input type="checkbox"/>	e-Filing	N/A	
<input type="checkbox"/>	e-Hearing	N/A	
<input type="checkbox"/>	OSummons	N/A	Jury Management

Collection R and VRV fee(s) are based on the annual number of Citations processed. There are three different levels of citation processing: Light under 11,000 citations \$1,000, Medium between 11,000 and 28,000 citation \$1,200, and Heavy over 28,000 citation \$2,000.

6. Service Provider and Customer Responsibilities

Role	Responsibilities
Omega Solutions	<ul style="list-style-type: none"> • Installs, updates, and configures the physical Electronic Documents, Schedule R, and synchronization with JIS and Collection modules. (if a product was purchased) • Ensures Electronic Documents, Schedule R, collection modules and synchronization-specific security processes and best-practices are followed • Notifies all partners of any apparent anomalies in data-transfer or ongoing operations • Communicates future enhancements, modifications, or outages to all relevant parties • Maintains data-retention policies
Customer	<ul style="list-style-type: none"> • Responsible for correcting data-entry errors • Provide all digital data-entry including hearing information, e-Doc data, required e-Document case files, and/or other relevant information • Responsible for syncing the hearing or other data periodically from JIS. (Until a real-time data synchronization mechanism can be built and agreed to by AOC.) • Responsible for following system business practices to ensure long-term operational needs • Responsible for accepting valid users, elevating user permissions, and generally removing users that are no longer part of the Court • Responsible for collaborating with Omega Solutions system administrators to identify features, functionality, or problems that need to be addressed • Responsible for ensuring proper e-Document signatures and association with relevant hearing and case-types

7. Periodic Review Process

7.1. Overview

This SLA will be reviewed at a minimum once per contract year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

- a) Document Owner: Mark Meyer
- b) Review Period: Annually or as requested
- c) Previous Review Date: Has not Happened New
- d) Next Review Date: November 1st, 2021

7.2. Changes

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- a) The environment has changed.
- b) The customer's expectations and/or needs have changed.
- c) Workloads have changed. (Including processing volumes and capabilities)
- d) Better metrics, measurement tools and processes have evolved.

8. Termination of Agreement Process

This agreement shall run for a period of twelve (12) months from the effective date and, will be reviewed, revised and renewed at the end of this period for an additional 4 years unless either Omega SOLUTIONS or CUSTOMER may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by Omega Solutions. to reflect any substantial change in the caseload of the court. Upon termination of this Agreement, Omega Solutions shall have no further obligation to provide any services hereunder to Customer.

Termination of this Agreement shall not affect any obligation owed by either party to the other as accrued prior to such termination.

9. Glossary of Terms

- **AOC** – Administrative Office of the Courts.
- **APS** –Automated Payment System
- **OCourt**- Omega Solutions’ proprietary online web based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display.
- **EA Group** – Enterprise Architecture Group: A governing body or group within the AOC, responsible for the oversight and general design of Information Technology as it relates to the agency.
- **Executive Management** – The ISD Director or other management entity responsible for overseeing the agency Information Services budget and project selection.
- **ISD** – Information Services Division: A division within the AOC responsible for the maintenance and development of Information Technology Software and Hardware.
- **JIS** - Judicial Information Systems
- **PMO** – Project Management Office; the organization responsible for the oversight and direct management of projects within the AOC.
- **SSL** - Secure Sockets Layer; a protocol designed to provide secure communications over the Internet using asymmetric key encryption.

10. Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have accepted and authorized execution of this Service Contract.

Customer

Omiga Solutions, LLC

Full name

Mark Meyer

Full name

Title

President

Title

Signature

Signature

Date

Date

Not-to-exceed deliverable

Customer Name	<i>City of Black Diamond, Enumclaw, and Buckley - Courts</i>
Key Contact	<i>Black Diamond Stephanie Metcalf Enumclaw/ Shelly Undin Buckley/ Jessica Cash</i>
Project	<i>OCourt Schedule R/ E Documents</i>
Onboarding Begin date	<i>November 1 , 2020</i>
Onboarding End date	<i>December 24st , 2020</i>
Service Start Date	<i>December 31st 2020</i>
Service End Date	<i>December 31st 2025 (Please read Service Contract document for more details)</i>

SCHEDULE OF TASKS

Work Item description	Delivery schedule (Business days)	Cost
<i>Setup SchedulR</i>	15	\$6,000
<i>Setup E-Docs module</i>	30	\$22,800
<i>Setup FTP transfer</i>	5	0
<i>First Year Maintenance</i>		\$7,200
<i>Total Cost</i>	50	\$36,000

OBJECTIVE

Black Diamond, Enumclaw, & Buckley desires to have in-place a case processing system to efficiently manage court hearing schedule, update JIS from Hearings manager, maintain a library of dynamic court forms that auto populate with defendant information based on JIS records. The system will give real time access to Judges, Clerks, Prosecutors and Defendants live in the court room setting and allow all parties to sign case forms electronically. The forms will then be stored in the courts document storage system and automatically update into JIS.

OMIGA Solutions LLC. has developed technology to better integrate Washington State's Courts of Limited Jurisdiction case management system, JIS, with each individual Court's internal systems and vendors.

SUCCESS CRITERIA

Project Success Criteria is defined as delivery of a web application and services enabling specific business capabilities, as follows:

- *Scheduled events in Hearing Wizard are automatically added in JIS*
- *Scheduling of events within the Hearing Wizard allows creating events with automatic inclusion of Defendant, Case Number, etc (previously manually added data within Outlook)*

- *Selecting a hearing will allow you to click on a Case # and view all documents currently associated with that Case.*
- *Document storage solution will be integrated into the case-file management interface to seamlessly leverage Court's existing document storage capabilities.*
- *Document templates are defined and available within the OCourt system via a popup window when creating new documents.*
- *Document templates can be populated automatically with the data from the various JIS screens by choosing "Insert Case # Information".*
- *Pre-populated template data and manually entered data will be stored on the server for future document template generation during a hearing.*
- *Documents can be edited and concurrently viewed between various parties during a courtroom hearing.*
- *Court clerks can organize and distribute documents and package them with non-generated documents as part of a comprehensive case-file for any hearings that are scheduled.*
- *Documents can be "saved" back to the Court's document storage solution of choice.*
- *Document archives can be reviewed and searched.*
- *Documents can be electronically signed by Judge, Prosecutor, Public Defense and defendants within Black Diamond, Enumclaw, & Buckley Jail.*
- *Documents can be electronically signed by Black Diamond, Enumclaw, & Buckley staff as needed.*

Project success functionality can be described as the ability to:

System

- *Display and maintain an up to date schedule of all cases by day/court room*
- *Display open/close cases throughout the proceeding*
- *Maintain a Court Forms library with ability to add/edit/remove forms*
- *Ability to attach forms to either one or more cases*
- *Ability to dynamically modify form based on form field values*
- *Ability to extract case metadata from JIS and populate forms*
- *Ability to collect signatures from an input source like Mouse, Touchscreen and Topaz Signature pad.*
- *Ability to lock a file when judge signs the document*
- *Maintain an audit by user and action*
- *Ability to convert forms into PDF format*
- *Ability to update JIS*

Administration

- *Add/Edit/Remove users and assign roles to users*
- *View Dashboard information with all case information, electronic document activity, document archival status*
- *Maintain backend/lookup tables like Judge, Courtroom and contacts*
- *Ability to main the Form library and JIS hearing type codes*
- *All the ability to perform actions mentioned in Clerk role*

Clerk

- *View court schedule*
- *Add, remove or reschedule case*
- *Batch reschedule case from Schedule*
- *View forms library*
- *Add form(s) related to case*
- *Update forms content*
- *Make forms viewable by others*
- *Mark the form as reviewed*
- *Update JIS*

Judge

- *View court schedule*
- *View open cases*
- *Dashboard to view all the work in progress forms*
- *Ability to view and edit case forms*
- *After judge signs the form will be locked*
- *After form is locked only judge can sign the document*
- *Ability to Sign the forms*

Prosecutor

- *View court schedule*
- *View open cases*
- *View/pick from forms library*
- *Add/submit form(s) related to case*
- *Email the document to their contact ID's*
- *View/edit case forms*
- *Sign forms*

Public defendant/Attorney

- *View court schedule*
- *View open case/forms*
- *Email the document to their contact ID's*
- *Submit forms*
- *Ability to e-Sign forms*

Black Diamond, Enumclaw, & Buckley's Defendant

- *View forms made available by Clerk*
- *Ability to e-Sign electronic forms*

ASSUMPTIONS

OMIGA Solutions assumes the following:

- 1. Black Diamond, Enumclaw, & Buckley will continue to work with OMIGA Solutions to resolve any road-blocks associated with the product.*
- 2. OMIGA Solutions will be providing the document storage integration per agreements with Black Diamond, Enumclaw, & Buckley.*
- 3. OMIGA Solutions will continue to develop as much of the solution as possible on its own servers so that enhancements, feature upgrades, and bug fixes can be shared with all other customers of OMIGA Solutions.*
- 4. Black Diamond, Enumclaw, & Buckley staff are comfortable creating a Microsoft LIVE identity and associating it with their work email addresses per the instructions provided separately by OMIGA Solutions*
- 5. The court agrees to pay the annual maintenance fee as outlined in the SLA (Service Level Agreement). The SLA outlines the costs and expectations associated with maintaining the software and data-integrity standards imposed on OMIGA Solutions by the Administrative Office of the Courts (AOC) and Black Diamond, Enumclaw, & Buckley's own standards.*

Security Agreement

In the case of a data breach of personal customer information through OMIGA Solutions Inc.'s systems, OMIGA Solutions Inc. would be responsible for notifying customers of the data breach.

Costs and Payment Schedule

- *Black Diamond, Enumclaw, & Buckley agrees to fund \$36,000 for the total effort due when invoiced after implementation of the services to Black Diamond, Enumclaw, & Buckley Municipal Court.*
- *Black Diamond, Enumclaw, & Buckley agrees to pay up to \$7,200 (2,400 per Court client) the annual maintenance fee associated with server maintenance and systems needs as outlined in the Service Contract. This fee does not include future enhancements or future improvements. This fee is intended solely for ensuring proper security; according to AOC guidelines, industry standards, and normal operating procedures.*

Master Services Agreement

This statement of work is subject to the terms stated in the Master Services Agreement effective November 1st 2020. Any other terms and conditions to the contrary are null and void.

Acceptance and authorization

***IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.*

City of Black Diamond

City of Buckley

Full name

Full name

Title

Title

Signature

Signature

Date

Date

Signatures continue to next Page

City of Enumclaw

OMIGA Solutions LLC.

Full name

Mark Meyer

Full name

Title

President

Title

Signature

Signature

Date

Date

1. **Applicability.** Each quotation and/or OMIGA SOLUTIONS INC. Statement of Work and or Service Level Agreement together with this Master Services Agreement (“Offer”) is an offer by Omega Solutions Inc. (“**OMIGA SOLUTIONS**”) to City of Black Diamond (“**CUSTOMER**”) to sell to CUSTOMER the professional services performed by OMIGA SOLUTIONS and to enter into the agreement that the offer describes.
2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement or by the issuance to OMIGA SOLUTIONS of a purchase order or other acceptance document. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER’s purchase order or other acceptance document, shall be binding upon OMIGA SOLUTIONS and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER’s proffered terms or conditions are accepted and physically signed in writing by OMIGA SOLUTIONS. Notwithstanding any contrary provision in CUSTOMER’s purchase order or other acceptance document, commencement of work by OMIGA SOLUTIONS shall not constitute acceptance of CUSTOMER’s terms and conditions.
3. **Limited Warranty and Acceptance of Services.** The Services will be performed by OMIGA SOLUTIONS in a manner consistent with good practice in the computer services industry. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services are not in conformance with this warranty and are rejected as specified above, OMIGA SOLUTIONS will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.
4. **Service Warranty Disclaimer. OMIGA SOLUTIONS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Services (other than the limited and exclusive warranty provided for Services under Section 3). OMIGA SOLUTIONS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. **Intellectual Property for Services.**
 - (a) Upon payment in full for all charges under this Agreement, OMIGA SOLUTIONS will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by OMIGA SOLUTIONS specifically for CUSTOMER under this Agreement subject to the following limitation. OMIGA SOLUTIONS retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third parties software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by OMIGA SOLUTIONS.



- (b) OMIGA SOLUTIONS grants to CUSTOMER all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation on all of the CUSTOMER's computer systems.
 - (c) Any OMIGA SOLUTIONS software, equipment or consulting, programming, or management tools which may be furnished or utilized by OMIGA SOLUTIONS in the performance of these services shall remain the property of OMIGA SOLUTIONS and shall be immediately returned to OMIGA SOLUTIONS, upon its request or upon completion of the Services.
- 6. **Service Work Assignments.** OMIGA SOLUTIONS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.
- 7. **CUSTOMER Coordination for Services.** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by OMIGA SOLUTIONS. OMIGA SOLUTIONS will assign a primary contact person for the Services.
- 8. **Price and Payment.** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days following the quote unless otherwise provided on the Offer. Except for COD accounts that are due on delivery, payment is due thirty (30) days from the date of the invoice which will be after the services has been received and accepted by the Customer. All payments will be made in US currency. Out of pocket expenses will be charged as incurred. Unless expressly provided to the contrary, items designated by OMIGA SOLUTIONS as estimates are estimates only and are not binding commitments. CUSTOMER will pay interest in the amount of one-half percent (.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.
- 9. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, in confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.
- 10. **Export.** CUSTOMER acknowledges that it is responsible for complying with (and agrees to comply with) all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, CUSTOMER covenants that it shall not -- directly or indirectly -- sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Service deliverable to any country (or national thereof) subject to antiterrorism



controls, U.S. embargo, encryption technology controls, or any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles.

Notwithstanding any provision of IT services or designs by OMIGA SOLUTIONS, CUSTOMER acknowledges that it is not relying on OMIGA SOLUTIONS for any advice or counseling on such export control requirements. CUSTOMER agrees to indemnify, to the fullest extent permitted by law, OMIGA SOLUTIONS from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

11. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM OMIGA SOLUTIONS FOR WARRANTY CLAIMS.

12. **Cancellation of Order.** Customer may only cancel for good cause or for reasons out of the Customer's control, such as budgetary constraints. If Customer cancels the contract, Customer must provide reimbursement to OMIGA SOLUTIONS for all work and services already completed and must give OMIGA SOLUTIONS 30 days advance notice of such cancellation.

13. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, OMIGA SOLUTIONS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Services provided up to the date of termination. If Omega Solutions defaults in performance of any obligation under this Agreement CUSTOMER may, at its option, suspend performance of the Agreement or terminate the Agreement.

14. **Attorney Fees.** CUSTOMER shall reimburse OMIGA SOLUTIONS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that OMIGA SOLUTIONS pays or incurs in protecting and enforcing the rights of OMIGA SOLUTIONS under this Agreement. Omega Solutions shall reimburse CUSTOMER for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that customer pays or incurs in protecting and enforcing the rights of CUSTOMER under this Agreement.

15. **Publication.** Nothing contained in this Agreement shall be interpreted so as to prevent OMIGA SOLUTIONS from publicizing its business relationship with CUSTOMER, but it will be only done with written consent from the CUSTOMER (City of Black Diamond) on a case by case basis.

16. **No Solicitation.** As permitted by law CUSTOMER agrees not to solicit for employment or to employ any OMIGA SOLUTIONS employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement. OMIGA SOLUTIONS agrees not to solicit for employment or to employ any



CUSTOMER employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement.

17. **Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify OMIGA SOLUTIONS against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to OMIGA SOLUTIONS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.

OMIGA SOLUTIONS shall defend, Indemnify and hold the City of Black Diamond, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damage, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with OMIGA SOLUTIONS performance of this agreement, except for that portion of the injuries and damages caused by the City's Negligence. The City's inspection or acceptance of any of OMIGA SOLUTIONS' work when completed shall not be grounds to avoid any of these covenants of indemnification. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of OMIGA SOLUTIONS and the City, its officers, officials, employees, agents, and volunteers, OMIGA SOLUTIONS duty to defend, indemnify, and hold the City harmless, OMIGA SOLUTIONS' liability accruing from that obligation shall be only to the extent of OMIGA SOLUTIONS negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES OMIGA SOLUTIONS' WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. In the event OMIGA SOLUTIONS refuses tender of defense in any suit or claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have a wrongful refusal on OMIGA SOLUTIONS' part, then OMIGA SOLUTIONS shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorney's fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on OMIGA SOLUTIONS' part. The provisions of this section shall survive the expiration or termination of this Agreement

18. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Washington. All legal claims must be filed in King County Superior Court.
19. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. The remedies provided to OMIGA SOLUTIONS hereunder are not a waiver of the remedies of OMIGA SOLUTIONS under applicable law.



20. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
21. **Excusable Delay.** OMIGA SOLUTIONS will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond OMIGA SOLUTIONS's control.
22. **Insurance.** OMIGA SOLUTIONS agrees for the duration of this contract to procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with OMIGA SOLUTIONS's services supplied to the Customer. OMIGA SOLUTIONS's maintenance of insurance as required by this agreement shall not be construed to limit the liability of OMIGA SOLUTIONS to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity. OMIGA SOLUTIONS agrees to procure and maintain a Commercial General Liability insurance that shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Customer shall be named as an insured under OMIGA SOLUTIONS's Commercial General Liability insurance policy using ISO Additional Insured-Contractor's Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit. The insurance coverage shall be the primary insurance as respect to the Customer. Any insurance, self-insurance, or insurance pool coverage maintained by the Customer shall be excess of OMIGA SOLUTIONS's insurance and shall not contribute with it. OMIGA SOLUTIONS's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) DAYS prior written notice by certified mail, return request, has been given to the Customer. The said insurance is to be placed with insurers with a current A.B. Best rating of not less than A: VII. OMIGA SOLUTIONS will furnish the Customer with the original certificate and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this contract before security services will commence and be accepted by the Customer.
23. **Time for Bringing Claims.** Any claim by CUSTOMER against OMIGA SOLUTIONS, arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within 24 months after OMIGA SOLUTIONS, has provided the Services in question.
24. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.

Signatures on following Page



Omiga Solutions Inc.

City of Black Diamond

Authorized Signature

Authorized Signature

Name: Mark W. Meyer

Name:

Title: President

Title:

Date:

Date:

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-078
Yearly addendum to our Agreement with Valley Communications for Dispatch Services	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): 0 increase to the fee for calls for service-cost increase will come if our actual calls for service increase.	Police – Chief Kiblinger	X
Fund Source:	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; Fee Schedule Addendum		
SUMMARY STATEMENT:		
<p>This is our yearly addendum to our contract with Valley Communications for dispatch services. Price per call does not increase for 2021. The rate remains at \$44.33. Estimate (for information only) is below.</p> <p>Valley Comm. Estimates broken down (2019 numbers used for call volume assumptions)</p> <p>2019 CFS 3001 x \$44.33 = \$133,034.33 2019 Traffic stops 1133 x \$22.16 = \$25,107.28 2019 Mobile traffic 2972 x 0 = No charge</p> <p>*of note is that through August our calls were service were still up by a small percentage compared to 2019 (1,996 in 2021 and 1,981 in 2019.) This is significant due to March and April’s call volume being so low due to COVID. In looking at prior years, I expect our calls for service to increase.</p> <p>FISCAL NOTE (Finance Department): N/A</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1389 to accept the Yearly Addendum to our Agreement with Valley Communications for Dispatch Services.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1389

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM
TO THE AGREEMENT FOR POLICE SERVICE FOR VALLEY
COMMUNICATIONS FOR 2021**

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

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

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

Section 1. The Mayor is hereby authorized to execute an addendum to the fee schedule in the interlocal agreement with Valley Communications for Emergency Dispatch Services in the form as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF November, 2020.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

**FEE SCHEDULE
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
BLACK DIAMOND POLICE DEPARTMENT**

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

This schedule shall remain in effect from **January 1, 2021** thru **December 31, 2021**.

- A.1 The rate shall be **Forty-Four Dollars and Thirty-Three Cents (\$44.33)** for each dispatchable call.
- A.2 **ACCESS** user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **22nd** day of **September 2020**.



LORA UELAND
EXECUTIVE DIRECTOR

MAYOR



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-079
Suspending Black Diamond's scheduled Sewer rate increase for 2021	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT:		
<p>Black Diamond adopted Resolution No. 19-1328 in December 2019 authorizing a series of rate increases for the Sewer Fund, beginning in 2020.</p> <p>A review of the Revenue of the Sewer fund for 2020 and 2021 indicated that a higher amount of Revenue than had been expected had been collected in the last two years, due primarily to an increased number of customers. This is because more homes are being sold in the Ten Trail Development than had been estimated. This has increased the amount of Revenue in the Sewer fund and can now allow a suspension of the planned 10% rate increase for 2021 without harming the Sewer Fund's revenue.</p> <p>The Mayor and City Council desire to relieve residents and utility customers from the financial impact of an increase in Utility rates in 2021, especially due to the continuing Economic Hardships resulting from the ongoing COVID 10 Pandemic. King County has also deferred their planned Metro rate increase for 2021. This Resolution will only suspend the rate increase for one year.</p> <p>A scheduled rate review for the Utility Funds is expected again in 2021. At that time, Council can determine if any additional adjustments should be made to the schedule rate increases for the future revenue necessary for Sewer operations, maintenance, and Capital needs.</p> <p>FISCAL NOTE (Finance Department): The Finance Committee recommended forwarding this to the full council.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 20-1390 authorizing the suspension of the scheduled Sewer rate increase for 2021.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, SUSPENDING THE CITY'S SCHEDULED SEWER RATE INCREASE FOR THE YEAR 2021.

WHEREAS, the City Council, by Ordinance No. 19-1133 adopted a Utility Rate Schedule wherein all customer rates for City utility services are included in a single document, which may be amended from time to time by City Council resolution at its discretion, pursuant to RCW 35.92.010 and 35.92.020; and

WHEREAS, on December 19, 2019, the City Council, by Resolution No. 19-1328, adopted a multi-year schedule of sewer utility rate increases starting in the year 2020 and continuing for each year thereafter; and

WHEREAS, pursuant to Resolution No. 19-1328, the City's sewer utility rates are scheduled to increase by ten percent (10%) over 2020 rates, beginning on January 1, 2021; and

WHEREAS, the sewer utility has received higher than expected revenues in 2020 as a result of new development in the City, making the scheduled rate increase for 2021 unnecessary for the financial sustainability of the utility; and

WHEREAS, the City's residents and utility customers have experienced and are expected to continue experiencing financial hardships resulting from the ongoing COVID-19 pandemic; and

WHEREAS, the City Council desires to relieve residents and utility customers from the financial impact of rising utility bills in 2021 by implementing a one-year suspension of the scheduled sewer rate increases, while preserving the City's ability to resume the scheduled rate increases in the future if circumstances warrant;

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

Section 1. The scheduled ten percent (10%) sewer rate increase for the year 2021, as imposed by Resolution No. 19-1328, is hereby suspended and shall not go into effect on January 1, 2021. For the year 2021, the City's sewer utility shall continue to bill customers based on the 2020 utility rate schedule adopted in Resolution No. 19-1329.

Section 2. All other scheduled sewer rate increases for the years 2022 and beyond, as adopted in Resolution No. 19-1328, shall take effect as scheduled, subject to further review and possible revision by the Council in future action.

Section 3. Pursuant to Resolution 19-1328, the City Council intends to conduct a further review of the adequacy of utility rates for City sewer services at least once every two years to determine if any additional adjustments should be made to ensure adequate funding for sewer operations, maintenance, and capital needs.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: November 5, 2020	AB20-080
Professional Services Agreement with The Blueline Group, LLC for the design engineering of the Morganville South Water Main Replacement Project	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$93,200	Public Works – Seth Boettcher	X
Fund Source: CDBG Grant	Court – Stephanie Metcalf	
Timeline: November 2020 – October 2021		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution: Professional Services Agreement; Exhibits		
SUMMARY STATEMENT:		
<p>Public Works received a Community Development Block Grant (CDBG) from King County for the Morganville South Water Main Replacement project. As part of this grant, the City was required to solicit Statements of Qualification (SOQs) from engineering firms for the design of the project. The City selected seven firms off the City’s Small Works Roster (MRSC). The Blueline Group was the only firm that responded.</p> <p>Public Works staff, along with a representative from King County, interviewed The Blueline Group and determined The Blueline Group is well qualified to complete the design engineering for this project. Public Works staff negotiated a professional services agreement and Scope of Work with Blueline for the design of this project. Public Works staff recommends moving forward with this agreement with Blueline.</p> <p>FISCAL NOTE (Finance Department): CDBG funds will cover the design of this project.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
Public Works Committee recommends bringing this agreement to the full Council for consideration.		
RECOMMENDED ACTION: MOTION to adopt Resolution 20-1391 authorizing the Mayor to execute a Professional Services Agreement with The Blueline Group, LLC for the design engineering of the Morganville South Water Main Replacement project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 5, 2020		

RESOLUTION NO. 20-1391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE BLUELINE GROUP, LLC FOR THE DESIGN ENGINEERING OF THE MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City received a \$358,517 King County Community Development Block Grant (CDBG) for the Morganville South Water Main Replacement project; and

WHEREAS, the City solicited Statements of Qualifications from engineering firms on the City's Municipal Research Services Center (MRSC) Small Works Roster; and

WHEREAS, The Blueline Group, LLC was the only firm that responded to the solicitation and was interviewed by City and King County staff; and

WHEREAS, the interviewing panel unanimously recommended The Blueline Group as capable of providing the design engineering for this project; and

WHEREAS, City staff has negotiated an acceptable scope of work and the City attorney has reviewed the agreement;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with The Blueline Group, LLC to provide design engineering services for the Morganville South Water Main Replacement project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

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

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-851-4446 Fax : 360-851-4501

and

THE BLUELINE GROUP, LLC (“Consultant”)

Address: 25 Central Way, Suite 400

Kirkland, WA 98033

Contact: Robert Dahn, P.E. Phone: 425-216-4051 Fax: 425-216-4052

Tax Id No.: 91-2191569

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT
 (“Project”).

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth herein;

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

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

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

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed Ninety-Three Thousand Two Hundred DOLLARS (\$93,200.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

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

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

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

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

5. Discrimination and Compliance with Laws

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

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority

to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

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

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION

DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

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

13. Notice

applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

19. King County Housing and Community Development Supplementary Conditions

19.1 King County Housing and Community Development has included Supplementary Conditions, attached hereto as Exhibit "C". If there are conflicts between the Contract, including amendments, and Exhibit "C", the supplementary conditions in Exhibit "C" shall supersede such sections.

AGREED TO BY:

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

By: _____

Carol Benson

Name

Its: Mayor

Its: Title

Date: _____

Date: _____

Attest:

By:

Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney

EXHIBIT A

(General Scope of Work)

SEE ATTACHED

EXHIBIT B

(Billing Rates and Reimbursable Expenses)

SEE ATTACHED

EXHIBIT C

*King County Housing and Community Development
Supplementary Conditions
Engineering Contract*

MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT
Black Diamond, Washington

1. Superseding

If there are conflicts between this exhibit and other sections of the Agency-Engineer agreement and amendments these Supplementary Conditions shall supersede such sections.

References in this exhibit refer to Project-Associated King County Contract

2. Inclusions

An Agency and Engineer contract funded with federal funds through King County Housing and Community Development also shall include the following Sections in every subcontract or purchase order for goods and services which are paid in whole or in part with funds provided under King County Contract:

3. Indemnification.

A. The Engineer shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

4. Agency Agreement to Repay

The Engineer further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Engineer, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination Sections.

5. Insurance Requirements

A. Services Agreements: The Engineer shall maintain limits no less than the following:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- (iv) Workers Compensation: Statutory requirements of the State of Residency.
- (v) Stop Gap or Employers Liability Coverage: \$1,000,000.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Engineer liability to the County and shall be the sole responsibility of the Engineer.

C. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

- a. All Liability Policies except Professional and Workers Compensation.
 - (i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Engineer in connection with this Contract. Such coverage shall include Products-Completed Operations.
 - (ii) To the extent of the Engineer negligence, the Engineer insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Engineer's insurance or benefit the Engineer in any way.
 - (iii) The Engineer's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies

Whereas BlueLine Group is acting in a professional service capacity in the provision of engineering services to the City of Black Diamond, the Builder's Risk insurance discussed in the Capital Project Boilerplate between the City of Black Diamond and King County addresses damage to structures and property during the construction phase and would be the responsibility of the successful bidder (general/prime contractor).

The Property Insurance provision is the responsibility of the City as "Contractor" as stated in the Contract.

c. The insurance requirements for Services Agreements (such as XVIII.F) are required of Blue Line group and will be cross-checked on their Acord Insurance Certificate All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

D. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Engineer shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

6. Nondiscrimination & Equal Employment Opportunity

A. Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapters 12.16 and 12.17 are incorporated herein by reference, and to the extent applicable such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Engineer shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations

The Engineer shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, KCC Chapter 12.17; RCW Chapter 49.60; Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000(a) et seq.; the Americans with Disabilities Act, 42 USC 12101 et seq.; and the Restoration Act of 1987. The Engineer shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. E Small Business and Minority and Women Business Enterprise Opportunities

King County encourages the Engineer to utilize small businesses, including Minority-owned and Women-owned Business Enterprises (“M/WBEs”) in County contracts. The County encourages the Engineer to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs.

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
- b. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
- d. Establishing delivery schedules, where the requirements of this Contract permit, that encourages participation by small businesses, including M/WBEs.
- e. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications and requirements of the Contract.
- f. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360-866-208-1064 or on-line through the web site at <http://www.omwbe.wa.gov/>.

E. Equal Employment Opportunity

The Engineer shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

F. Fair Employment Practices

- a. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and, to the extent applicable, such requirements apply to this Contract. In particular, these requirements specify that during the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - (i) Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - (ii) Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - (iii) Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - (iv) Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

- (v) Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
- (vi) Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030(C), or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
- (vii) Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (a) The employer can show that requiring that employees speak English at certain times is justified by business necessity; and
 - (b) The employer informs employees of the requirement and the consequences of violating the rule.
- b. If the Engineer engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 may be applied, in addition to those remedies specified in the Contract or otherwise available at law or equity.

G. Record-Keeping Requirements and Site Visits

- a. The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:
 - (i) Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - (ii) Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
 - (iii) The County may visit, at any time, the site of the work and the Engineer's office to review the foregoing records. The Engineer shall provide every assistance requested by the County during such visits. In all other respects, the Engineer shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

7. Nondiscrimination in subcontracting practices

Projects using federal funds shall comply with the following requirements:

A. Federal Requirements

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Engineer shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation or an agency of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Engineer shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

B. Nondiscrimination in Federally Assisted Construction

The Engineer shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

8. Section 504 and Americans With Disabilities Act (ADA).

The Agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; and the ADA, 42 USC 12101 et seq. as amended. The Agency has completed a 504/ADA Assurance of Compliance. Such Assurance of Compliance is attached to this Contract and is incorporated herein by this reference.

A. Record-Keeping Requirements and Site Visits

The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:

- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- b. Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
- c. The County may visit, at any time, the site of the work and the Engineer office to review the foregoing records. The Engineer shall provide every assistance

requested by the County during such visits. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

9. No Preferential Treatment

The Engineer agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Engineer acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

10. Political Activity Prohibited

A. No Partisan Activity:

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

B. Certification Regarding Lobbying: All Projects using federal funds shall also comply with the following subsection:

The Engineer certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Proprietary Rights

The Engineer agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any patentable or copyrightable material or article and use any method that may be developed as part of the work under this Contract.

**Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020**

PROJECT DESCRIPTION

The Blueline Group, LLC (“Blueline”) will provide engineering services for the City of Black Diamond’s Morganville South AC Water Replacement Project (“Project”) generally consisting of the design of water main improvements generally consisting of the following:

- Replacement of 4” asbestos cement water main with new 8” ductile iron water main (approximately 840 lineal feet) and replacement of an existing hydrant in Morgan Dr from Roberts Dr to Buena Vista Dr.
- Replacement of 2” iron water main with new 8” ductile iron water main (approximately 645 lineal feet), addition of new 8” ductile water main (approximately 165 lineal feet), and addition of a new hydrant in Union Dr from Roberts Dr to Buena Vista Dr.
- Grind & overlay of roadway on Morgan Dr and Union Dr from Robert Dr to Buena Vista Dr and Alpine Dr from Union Dr to Morgan Dr. This work will include surface treatments to provide a shared streets road section.

As outlined herein, Blueline will provide topographic base mapping, design plans, specifications, engineer’s estimates (PS&E), bidding and award services, and community outreach services.

PROJECT SCHEDULE

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the general Project Schedule. The schedule reflects the assumption that the Project would be ready for construction in May 2021.

Key dates are as follows:

Blueline Notice to Proceed.....	November 6, 2020
Survey	November 2020
Preliminary Design Submittal.....	December 18, 2020
City Review Complete	January 8, 2021
Project Walk-Through.....	January 13, 2021
75% Design Submittal	February 5, 2021
City Review Complete	February 19, 2021
Final Design Submittal.....	March 19, 2021
Bidding & Award.....	April 2021
Construction	May – August 2021

TASK SUMMARY

Task 001	PROJECT MANAGEMENT
Task 002	SURVEY & BASE MAPPING
Task 003	PRELIMINARY DESIGN
Task 004	75% DESIGN
Task 005	FINAL DESIGN
Task 006	BIDDING & AWARD SERVICES
Task 007	COMMUNITY INVOLVEMENT PROGRAM
Task 008	UNASSIGNED SERVICES RESERVE
Task 998	EXPENSES

**Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020**

SCOPE OF WORK

Blueline's scope of work for the Project is described as follows:

Task 001 – PROJECT MANAGEMENT Fixed Fee: \$9,540

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance. Blueline will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: Monthly Invoices, Progress Reports.

Task 002– SURVEY & BASE MAPPING..... Fixed Fee: \$27,070

Axis Survey and Mapping will prepare base mapping for the area specified in the Project Description above. AutoCad drawings will be prepared at a scale of 1"=20'. Existing aerial and/or LIDAR mapping sources may be utilized directly or as a basis for verification. Services will include the following:

- Control survey in NAD 83/91 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum per City of Black Diamond.
- Establish rights-of-ways and roadway centerlines within above-described area as available from the unrecorded plat of Morganville and public records derived to King County Parcel GIS lines.
- Set additional elevation benchmarks approximately every 600' along route.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities as provided by City of Black Diamond GIS and utility as-built records.
- Utility Locate services throughout surface mapping areas –anticipated fees of \$3,780.

Deliverables: Civil 3D drawing file with point database and .XML dtm files.

Task 003 – PRELIMINARY DESIGN Fixed Fee: \$13,080

Using the base maps prepared in Task 002, Blueline will provide the design plans and estimate for the Project including:

- Plan sheets for the proposed improvements, including:
 - Sheets at 22"x34" with roughly an 18"x28" drawing area.
 - Drawing scale at 1"=20' horizontal and 1"=5' vertical.
 - Preparing the Cover Sheet, General Notes, Sheet Index, Temporary Erosion and Sedimentation Control (TESC) notes and details as necessary.
 - Proposed improvements shown in plan per City standards.
 - Preliminary details shown, referencing the City's standard details and developing specialized details as necessary.
- Preliminary analysis of shared streets options for Morgan Dr. and Union Dr. This includes discussion of potential ideas with the City and then two options provided as preliminary exhibits.
- Preliminary Engineer's Estimate including quantities and a contingency.

**Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020**

Task 006 – BIDDING & AWARD SERVICESFixed Fee: \$2,030

Blueline will provide consultation services during the bidding process. Anticipated tasks include uploading Contract Documents to Builder’s Exchange, answering contractor’s inquiries, responding to design-oriented RFIs, issuing any needed addenda, and generally assisting the City as needed during the bidding process. It is assumed that the City will coordinate the publication of the advertisement with the DJC and local publications as needed.

Deliverables: *Upload Bid Documents to Builder’s Exchange.
Addenda if necessary.*

Task 007 – COMMUNITY INVOLVEMENT PROGRAMFixed Fee: \$1,150

This task involves active participation in a Community Involvement Program. This task is reserved for assisting the City in preparing exhibits or other work as necessary during the community outreach phase of the project. Services will include:

- Preparation of exhibits.
- Follow-up with City staff to review and incorporate community input as necessary.

Deliverables: *Exhibits as necessary.*

Task 008 – UNASSIGNED SERVICES RESERVE Time & Expense (NTE): \$8,360

This task provides for unanticipated services deemed to be necessary during the course of the project that are not specifically identified in the scope of work tasks defined above but are related to the Morganville South AC Water Main Replacement Project. Any additional work or funds under this item are not to be used unless explicitly authorized in writing by the City. Allowance estimated at 10% of Tasks 001 through 007.

Deliverables: *None yet identified.*

**Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020**

GENERAL ASSUMPTIONS & NOTES

- Scope and fees outlined above are based on the following information (any changes to these items may result in changes to the fees):
 - RFQ dated September 10, 2020 and emails between the City of Black Diamond and The Blueline Group through October 14, 2020.
 - Background information provided by the City of Black Diamond.
- We do not anticipate that additional Structural, Electrical, Environmental, Geotechnical, or Transportation Engineering services will be necessary for this project, and they are not included in this proposal.
- We do not anticipate that potholing during design will be required for this project. If it is determined necessary during design, a separate fee proposal will be provided.
- The following items are not anticipated as necessary and are not included in this proposal.
 - Sanitary sewer or gas main replacement/improvements.
 - Street lighting.
 - Wall or rockery design.
 - Flow control or water quality design.
 - JARPA, HPA, NPDES, SEPA or SWPPP permitting.
 - Cultural Resource Assessment.
 - Stormwater improvements or drainage reports.
- Easement investigation, preparation, and acquisition (if required) are not included as part of the fees outlined above.
- Construction Staking and Inspection services are not included in this proposal. It is assumed that Construction Staking will be the responsibility of the Contractor. A separate fee proposal can be provided upon request.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Agency fees (if any) are not included as part of the fees outlined above.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than letter/legal size), mileage, and plots. These items will be billed under a separate task called **Expenses**. Estimate: **\$1,200**.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Client revisions requested after the work is completed will be billed as Time and Expense under a new task called **Client Requested Revisions**. A fee estimate can be provided to the Client prior to proceeding with the revisions.
- If the Client requests Blueline's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Blueline's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work as attached.
- Blueline reserves the right to move funds between approved Tasks 001 – 007 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 007 is not exceeded. City Project Manager will be notified if funds are shifted.

Exhibit B - Billing Rates and Expenses



Morganville South AC Water Main Replacement Project

Job Number: 20-316

Prepared By: Nick Rasor, PE

Date: 10/16/2020

Checked By: Robert Dahn, PE

Task #	Base Tasks	Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours	Total Fee
		\$188/hr Hours	\$178/hr Hours	\$158/hr Hours	\$146/hr Hours		
001	Project Management	28	24	-	-	52	\$9,540
002	Survey & Base Mapping						\$27,070
003	Preliminary Design	5	16	20	42	83	\$13,080
004	75% Design	10	24	42	34	110	\$17,750
005	Final Design	7	16	32	26	81	\$13,020
006	Bidding & Award Services	1	5	6	-	12	\$2,030
007	Community Involvement Program	1	2	2	2	7	\$1,150
008	Unassigned Services Reserve						\$8,360
998	Expenses						\$1,200
	Total Hours	52	87	102	104	345	
	Blueline Personnel	\$9,776	\$15,486	\$16,116	\$15,184		\$93,200

Exhibit B - Billing Rates and Expenses

001 Project Management		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours	
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr		
		Hours	Hours	Hours	Hours		
1	Project Meetings	8	8	-	-	16	
2	Monthly Invoices / Progress Reports	6	-	-	-	6	
3	QA / QC	6	8	-	-	14	
4	General Project Coordination	8	8	-	-	16	
	Total Hours	28	24	0	0	52	
	Total Fee	\$5,264	\$4,272	\$0	\$0		\$9,540

002 Survey & Base Mapping		Total Cost (Per Axis)	Blueline Markup	Total
Item #	Description		15%	
1	Survey & Base Mapping	\$23,540	\$3,531	
	Total Fee	\$23,540	\$3,531	\$27,070

003 Preliminary Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours	
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr		
		Hours	Hours	Hours	Hours		
1	Preliminary Design Plans	2	10	6	40	58	
2	Preliminary Engineers Estimate	1	2	6	2	11	
3	Design Memo	1	2	4	-	7	
4	Shared Streets Analysis	1	2	4	-	7	
	Total Hours	5	16	20	42	83	
	Total Fee	\$940	\$2,848	\$3,160	\$6,132		\$13,080

Exhibit B - Billing Rates and Expenses

004 75% Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Project Walk-through with City	4	4	-	-	8
2	75% Design Plans	2	12	8	32	54
3	75% Design Specifications	2	4	24	-	30
4	75% Engineer's Estimate	1	2	6	2	11
5	Design Memo	1	2	4	-	7
Total Hours		10	24	42	34	110
Total Fee		\$1,880	\$4,272	\$6,636	\$4,964	\$17,750

005 Final Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Final Design Plans	2	10	6	24	42
2	Final Design Specifications	4	4	18	-	26
3	Final Engineer's estimate	1	2	8	2	13
Total Hours		7	16	32	26	81
Total Fee		\$1,316	\$2,848	\$5,056	\$3,796	\$13,020

006 Bidding & Award Services		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Address Questions & General Assistance	1	2	2	-	5
2	BXWA Posting	-	1	2	-	3
3	Assist with Addenda as Necessary	-	2	2	-	4
Total Hours		1	5	6	0	12
Total Fee		\$188	\$890	\$948	\$0	\$2,030

Exhibit B - Billing Rates and Expenses

007 Community Involvement Program		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Public Meeting Prep, including Exhibits	1	2	2	2	7
	Total Hours	1	2	2	2	7
	Total Fee	\$188	\$356	\$316	\$292	\$1,150

008 Unassigned Services Reserve		Total Cost	Total
Item #	Description	10%	
1	Unassigned Services Reserve	\$8,364.0	
			Total Fee
			\$8,364
			\$8,364
			\$8,360

2020 HOURLY RATE SCHEDULE

Principal	\$205/hr
Senior Project Manager	\$195/hr
Project Manager	\$188/hr
Senior Project Engineer	\$184/hr
Project Engineer	\$178/hr
Engineer	\$158/hr
Construction Administration	\$165/hr
Construction Inspector	\$126/hr
Senior Engineering Designer	\$156/hr
Engineering Designer	\$146/hr
Senior Engineering Drafter	\$140/hr
Engineering Drafter	\$132/hr
Planning Manager	\$172/hr
Project Planner	\$156/hr
Planner	\$135/hr
Project Coordinator	\$115/hr
Permitting Technician	\$100/hr
Principal Landscape Architect	\$165/hr
Landscape Project Manager	\$145/hr
Project Landscape Architect	\$127/hr
Landscape Designer	\$105/hr
Landscape Technician	\$95/hr
Project Administrator	\$75/hr

Notes:

- Standard hourly rates include expenses for telephone, fax, photocopies (letter and legal size), and postage. Please refer to The Blueline Group’s standard contract regarding the firm’s policy regarding other project expenses.

2020 PLOTTING RATE SCHEDULE

11” x 17” Bond	\$0.75/sheet
18” x 24” Bond	\$3.15/sheet
22” x 34” Bond	\$3.55/sheet
24” x 36” Bond	\$3.80/sheet
30” x 42” Bond	\$4.50/sheet
36” x 48” Bond	\$5.10/sheet

Notes:

- Plotting rates are reviewed annually and adjusted accordingly.
- Plotting rates include 10% Sales Tax.

2020 MILEAGE RATE SCHEDULE

Mileage – IRS rate

NOTE: ALL RATES ARE EFFECTIVE JANUARY 1, 2020, ARE REVIEWED ANNUALLY, AND ARE ADJUSTED ACCORDINGLY.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Amendment #2 to The Water System Plan Contract with RH2 to address comments from the Master Planned Development Review Team & assist with addressing King County Coordinated Water System Planning policies.	Agenda Date: November 5, 2020	
	AB20-081	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$20,000	Police – Chief Kiblinger	
Fund Source: --Water Reserves	Public Works – Seth Boettcher	X
Timeline: Adoption November 5th	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; Amendment		
<p>SUMMARY STATEMENT: The City and RH2 Engineering have completed the Water System Plan Draft and have submitted the Plan to the Department of Health and other agencies for review. Comments have been received from outside agencies, as well as comments from the Master Development Review Team (MDRT). RH2 is able to assist the City with responding to these comments and updating the Plan to address the comments. RH2 would also give assistance is addressing Coordinated Water System Plan (CWSP) policies.</p> <p>Work under this amendment was not originally in the scope of work for the original contract. These comments and concerns will need to be addressed prior to final adoption of the Water System Plan.</p> <p>FISCAL NOTE (Finance Department): This amendment can and should be funded out of Water System reserves. The City has approximately \$300,000 in reserves for capital projects and planning at the end of 2020. This additional expenditure will need to be addressed in a budget amendment at the end of the year.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed October 27th and recommended bringing to full council</p>		
<p>RECOMMENDED ACTION: MOTION to approve Resolution No. 20-1392 authorizing the Mayor to sign amendment #2 to the Water System Plan RH2 contract to address Master Planned Development Review Team comments and other assistance to public works and appropriate \$20,000 from the water system capital reserves for that effort.</p>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 5, 2020		

RESOLUTION NO. 20-1392

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING AMENDMENT #2 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH RH2 ENGINEERING, INC.
REGARDING THE 2020 WATER SYSTEM PLAN**

WHEREAS, RH2 Engineering Inc. prepared the City of Black Diamond's 2020 Water System Plan authorized by Resolution 15-1011; and

WHEREAS, The City received comments from external agencies and internal departments regarding the Water System Plan; and

WHEREAS, Public Works and RH2 recommend addressing these comments and making appropriate changes to the Water System Plan; and

WHEREAS, these changes are beyond the scope of the original contract; and

WHEREAS, the additional work can be funded by water capital funds available for this use;

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 Amendment #2 to the Water System Plan contract with RH2 Engineering, Inc. substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond
Contract Amendment No. 2
Water System Plan Update
RH2 Project No. 519.092

In accordance with our Professional Services Agreement for the Water System Plan Update, dated June 26, 2019, this is an authorization to revise the project Scope of Work as described below. This amendment will include updating the City's Water System Plan in accordance with comments provided by the Washington State Department of Health (DOH) on June 17, 2020. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments and/or agreements.

The following items are hereby added to the Scope of Work:

Update the City's Water System Plan to:

- address the Master Development Review Team's (MDRT) review comments (dated 9-1-20).
- extend the planning horizon from 20 years to 30 years.
- provide assistance to the City in addressing King County planning policy requirements and its WSP ordinance approval requirement.
- provide assistance to the City in coordinating with the South King County Coordinated Water System Plan process.

The engineering fee authorization will increase by \$20,000 for a total authorization amount of **\$114,700**.

Please sign this authorization in the space provided below and return to RH2 Engineering, Inc., by mail at the address below, or by email to Contracts@RH2.com.

RH2 Engineering, Inc.

City of Black Diamond



Signature

Signature

Geoffrey G. Dillard, Director

Print Name/Title

Print Name/Title

10-27-2020

Date

RH2 Engineering, Inc. 22722 29th Dr. SE, Suite 210, Bothell, WA 98021

Date

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