



CITY OF BLACK DIAMOND
June 16, 2026 Council Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

THIS IS OFFERED AS A HYBRID MEETING AND MAY BE ATTENDED IN PERSON AT THE ABOVE NOTED ADDRESS OR BY JOINING VIRTUAL/TELEPHONICALLY. 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

Telephone dial in options: +1 253 215 8782 US (Tacoma) +1 206 337 9723 US (Seattle) Meeting ID: 445 447 7047

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

AGENDA REVIEW AND APPROVAL:

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-851-4500. Thank you for attending.

CLOSED SESSION: To Discuss Collective Bargaining Pursuant to RCW 42.30.140(4)

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- | | |
|--|-------------|
| 1) AB26-066 – State of the Court Presentation | Judge Swain |
| 2) AB26-067 – Award Presentation – Somer Young | Judge Swain |
| 3) AB26-058A – Confirming the Mayor’s Appointment of Gwen Keffel to Position 4 on the Planning Commission | Mayor Adler |

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

CONSENT AGENDA:

- | | |
|---|-------------|
| 4) Claim Checks – June 16, 2026, Check No. 57418 through Check No. 57463 in the amount of \$270,742.71 | |
| 5) Payroll – May 2026, Check No. 20620 through Check No. 20628 and EFTs in the amount of \$676,708.49 | |
| 6) Minutes – Council Meeting of June 2, 2026 | |
| 7) AB26-068 – Resolution Approving Grant Agreement with King County Solid Waste | Mr. Hanis |
| 8) AB26-069 – Resolution Adopting Six Year Transportation Improvement Program | Mr. Sweet |
| 9) AB26-070 – Council Summer Break for August | Mr. O’Neill |

PUBLIC HEARINGS:

10) AB26-071 – Proposed E-Bike, E-Motorcycles, Motorized Foot Scooters, Impound Regulations Commander Martinez

UNFINISHED BUSINESS:

NEW BUSINESS:

11) AB26-072 – Resolution Regarding the Collective Bargaining Agreement with the Black Diamond
Police Officers Association Mr. O’Neill / Ms. Martinez

12) DISCUSSION - Service Member Banner Program Councilor Nielsen / Mr. Boje

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Dal Santo
- Councilmember Reed
- Councilmember Deady
- Councilmember Nielsen
- Councilmember Peterson
- Councilmember Sorci
- Councilmember Young

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:



Black Diamond Municipal Court

State of the Court

June 16, 2026



Black Diamond Municipal Court

INDEPENDENT BRANCH OF GOVERNMENT

CRIMINAL CASES AND INFRACTIONS

ACCOUNTABILITY AND PUBLIC SAFETY

Court Staff & Roles

Court Administrator
Tawnya Parks



Judicial Specialist II
Carly Gaertner



Judge Krista White Swain

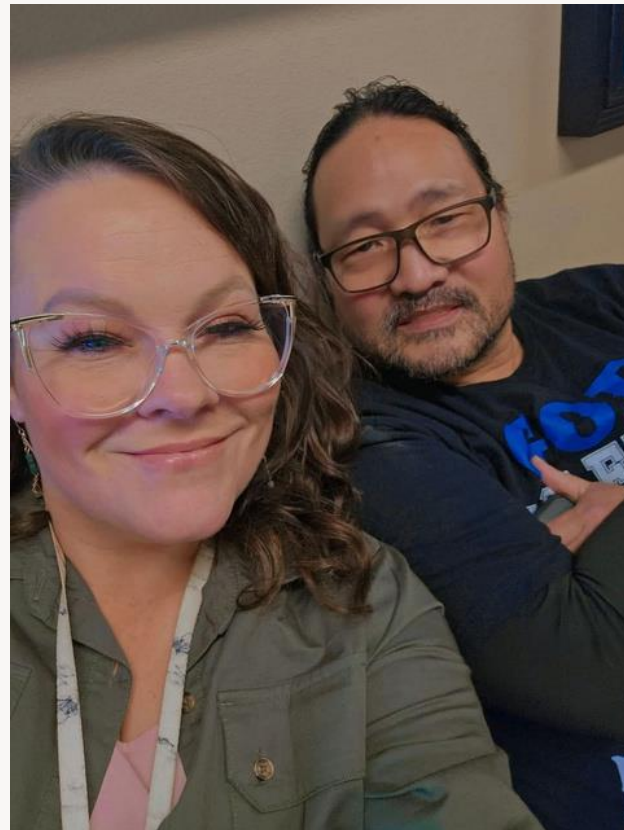


Judicial Specialist II
Laura Clenna



Therapeutic Court Black Diamond Community Court

Court Coordinator
Sommer Young



Case Manager
Jaydn Bond


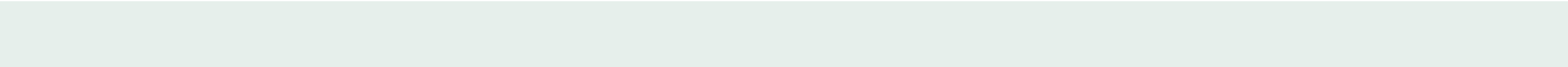


What Happens at the Court

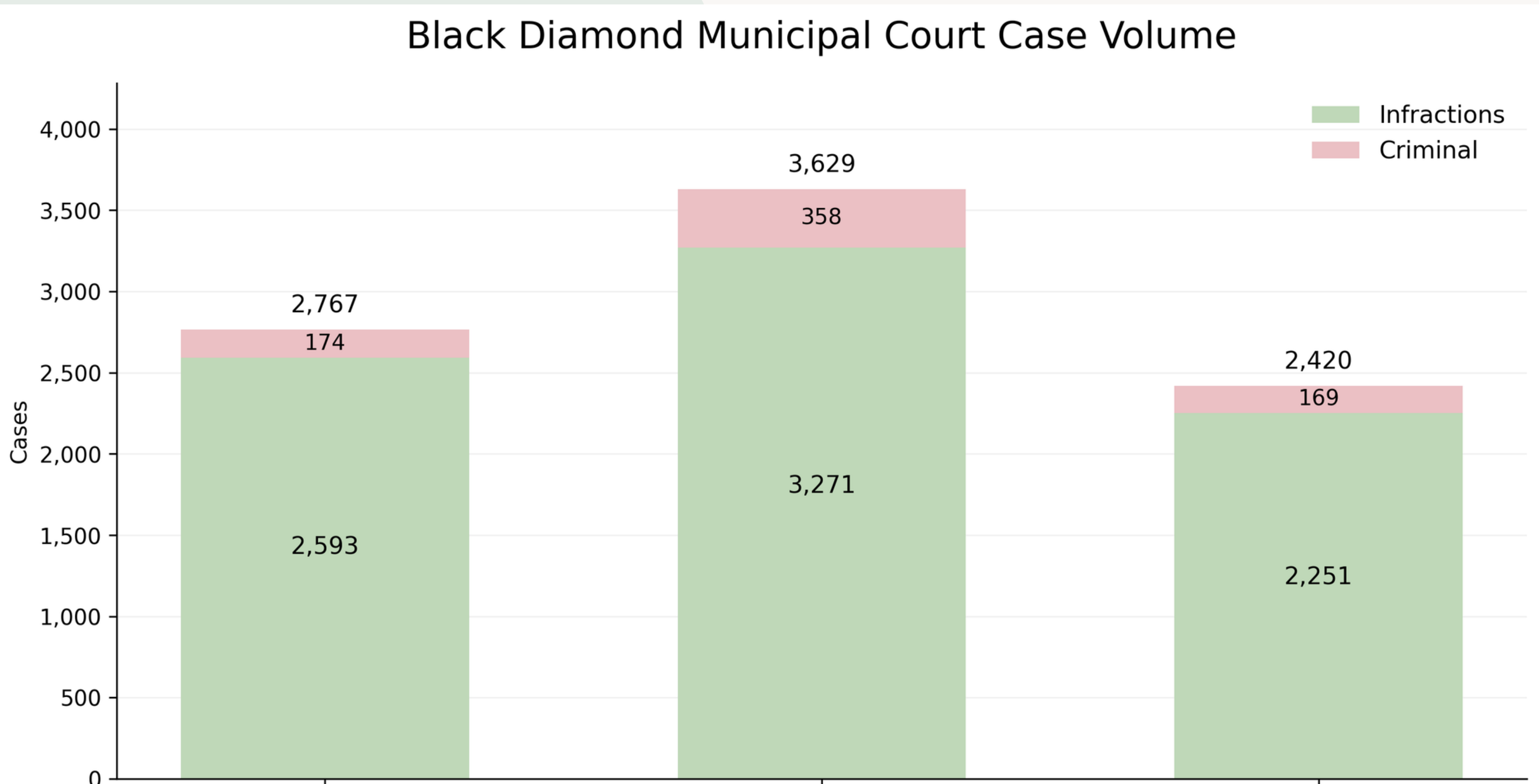
- Arraignments, pretrial hearings, trials, sentencing, review hearings
- Warrants and compliance
- Therapeutic court and community-based interventions
- Pretrial and post-trial monitoring/services
- Coordination with defense, prosecution, police, treatment, city staff, and community providers



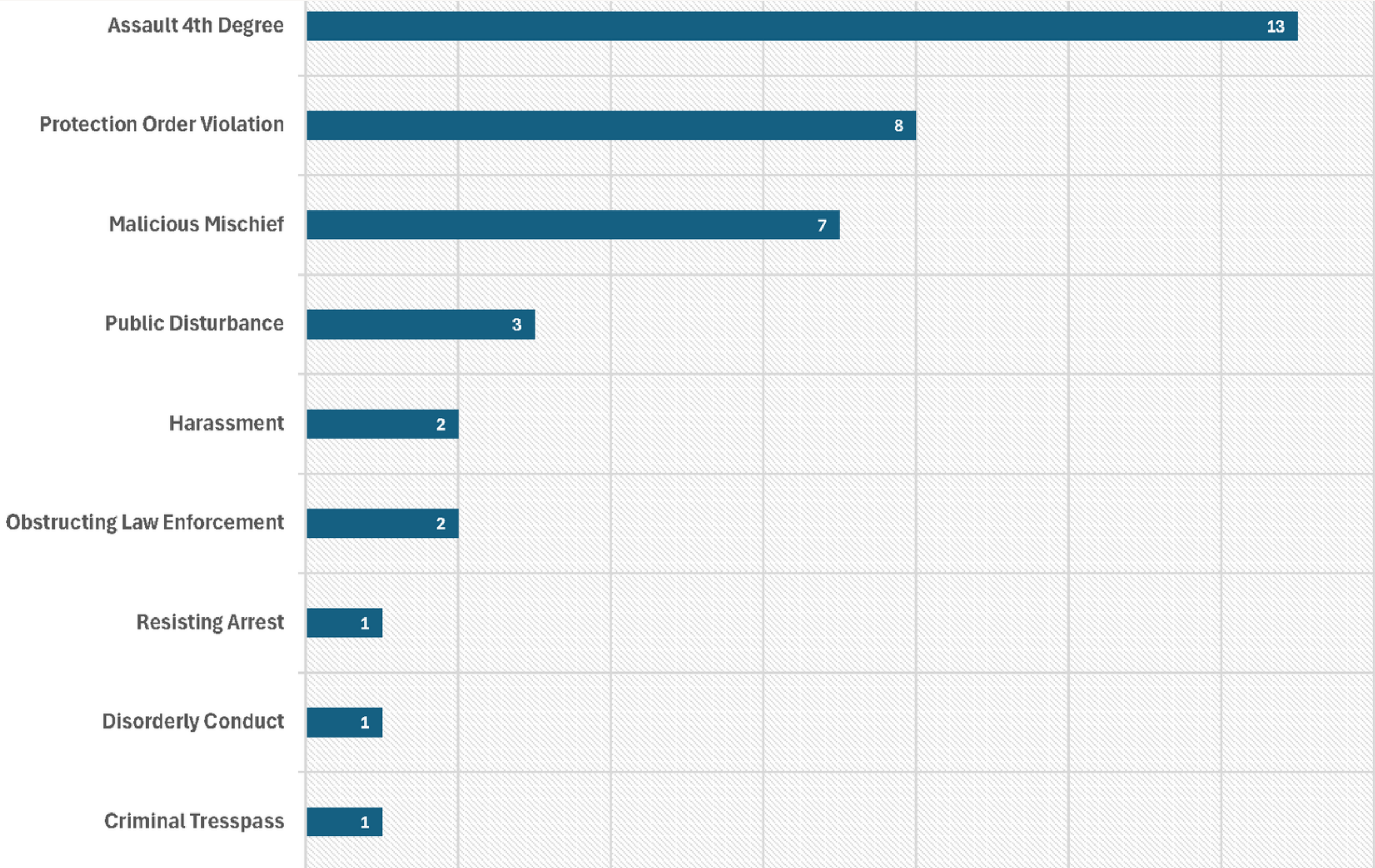
Did You Know that the Black Diamond Municipal Court is:

- Often the most frequent point of contact in a municipality
 - A Significant front-line customer service
 - Busier than many courts with larger populations
 - Closely connected to law enforcement and community growth
 - A reflection of the city's public safety, procedural fairness and public trust in local government
- 
- 

Court Numbers: Infractions and Criminal Cases

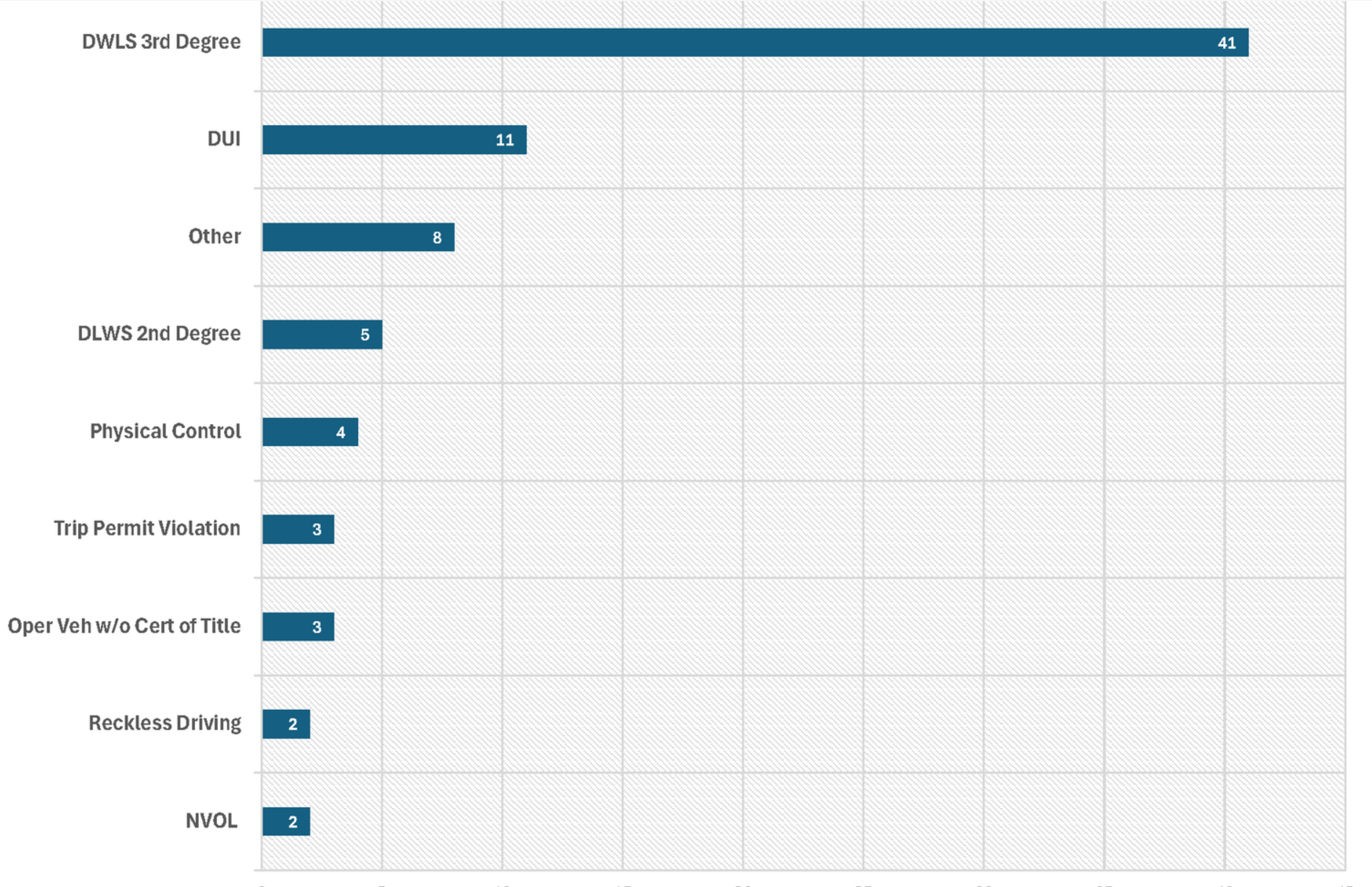


Criminal Cases: April 2025 - March 2026 Non-Traffic

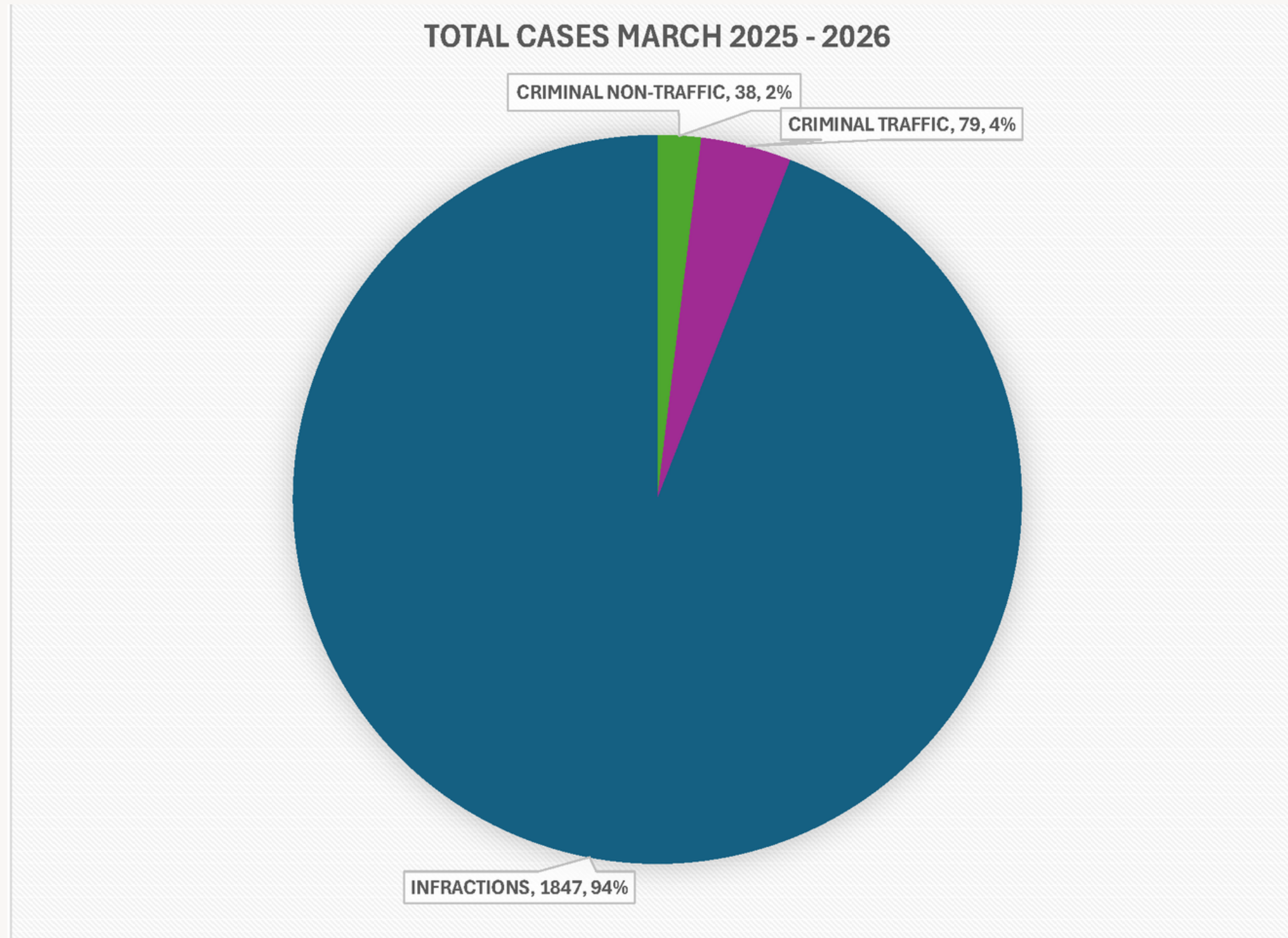




Criminal Cases: April 2025 - March 2026 Traffic



Total Cases: March 2025-2026



Black Diamond Community Court

One of Black Diamond's most meaningful public safety tools.

- Who it serves: individuals facing behavioral health and substance disorder challenges
- Prosecutor must approve all participants
- Focus is accountability with a therapeutic approach
- Reduced recidivism and cost savings to the city



Grants & Funded Services

Therapeutic Court
Grant

Pretrial Services
Grant

Post-Trial Services
Grant

Interpreter
Reimbursement

These funds expand services without placing the full burden on the city budget.

WATCH FOR ACCEPTANCE OF FUNDING ON YOUR CONSENT AGENDA

Grants & Funded Services - continued

Regional Community
Court Retreat
Grant

State-Wide
Coordinator
Conference Grant

Scholarship Award for
court administrator
training

These funds expand services without placing the full burden on the city budget.

WATCH FOR ACCEPTANCE OF FUNDING ON YOUR CONSENT AGENDA

Regional Community Court Retreat

- 2027 will be the 5th annual Regional Retreat hosted by Judge Swain
- Regional collaboration among judges, prosecutors, defenders, coordinators, case managers, peer support, and service providers
- Supports best practices, resilience, and stronger local programs

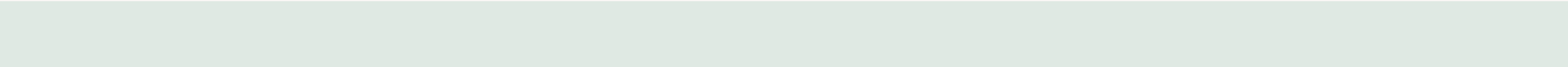
State-Wide Coordinator Retreat

- Somer Young arranges and hosts this Coordinator Retreat
- 2nd annual retreat this month
- Focus on training, collaboration, problem-solving
- Real solutions and practical applications



Staff Recognition & Contract Renewals

- Contract renewals and COLA increases for Somer and Jaydn
- Award presentation to Somer Young for Outstanding Service to the Community
- Carly Gaertner was recognized this year with an Award for Exceptional Customer Service



Looking Ahead: Court Needs

Future Request: Court Services Specialist / Probation Officer

- Supports compliance, monitoring, therapeutic court, pretrial/post-trial services
- Reduces warrants, improves accountability
- Connects people to services and supports public safety
- Allows the court to manage our growth with accountability



Black Diamond Municipal Court

Small but highly impactful.

Protecting public safety

Supporting accountability

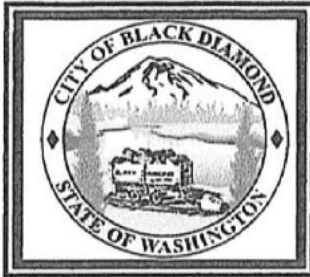
Using grant funding wisely

Building programs that
reflect the values of our community

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's Appointment of Gwen Keffel to Position No. 4 on the Black Diamond Planning Commission	Agenda Date: June 16, 2026	
	AB26-058A	
	Mayor John Adler	X
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Public Works – Scott Hanis		
Court – Judge Swain/Tawnya Parks		
Cost Impact (see also Fiscal Note):		
Fund Source:		
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Application		
SUMMARY STATEMENT: The Planning Commission consists of seven volunteer members of the community to meet monthly and make recommendations to the City Council on comprehensive plan amendments and various development regulations that guide the development of the City. Position No. 4 term ended December 31, 2029. Interviews with the applicants were conducted by staff during the second week of May. The planning team believes this candidate has a good background, knowledge and expertise and is recommending her appointment to the Planning Commission. Mayor Adler is seeking Council confirmation of his appointment of Gwen Keffel to Position No. 4 on the Black Diamond Planning Commission. FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to confirm the Mayor's appointment of Gwen Keffel to Position No. 4 of the Black Diamond Planning Commission; said term expiring on December 31, 2029.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 2, 2026	Pulled from Agenda	
June 16, 2026		



CITY OF BLACK DIAMOND

Planning Commissioner Application

Mailing Address: PO Box 599

Physical Address: 24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360.851.4500 - Fax: 360.851.4501

NAME OF APPLICANT: Gwen Keffel

ADDRESS OF RESIDENCE: [REDACTED] Black Diamond, WA 98010

EMAIL ADDRESS: [REDACTED]

PHONE NUMBER (MOBILE, HOME, BUSINESS): [REDACTED]

BEST TIME TO CONTACT: Anytime

QUALIFICATIONS AND COMMITMENT REQUIREMENTS (PLEASE INITIAL CONFIRMING AFFIRMATIVE):

SK Applicant is willing to fulfill a 4-year term [or the remaining portion of a term when replacing an unexpired position].

SK Applicant has an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience, or actions.

SK Applicant resides in the city at least one hundred eighty days each calendar year or owns a business with a physical presence within the city limits with an active black diamond business license.

SK Applicant is able to regularly attend planning commission meetings in person, scheduled for evenings and is committed to not having more than three consecutive unexcused absences.

SK Applicant will make impartial, objective recommendations and decisions in the best interest of the city, and not in conflict with personal or business interests and confirms current employment or civic positions, if any, do not create a conflict of interest with serving as a Black Diamond Planning Commissioner.

Please provide a narrative (up to one page as an attachment) describing your qualifications, experience, interest, and commitment to serve as planning commissioner and/or a resume supporting your qualifications, experience, education, current or past occupations, and interests to serve as a Planning Commissioner.

Gwen Keffel
SIGNATURE OF APPLICANT

4.8.2026
DATE



Gwen Keffel

Black Diamond, WA 98010

Planning Commissioner Application

Background

We were introduced to Black Diamond when our son and daughter-in-law bought their home here in December, 2020. We loved the feel of the area and enjoyed our visits immensely. When an unexpected opportunity arose for us to relocate in June 2024, we didn't hesitate and put our Colorado Springs home of 24 years on the market and officially became Washingtonians in July 2024.

While we are relative newbies to the area, I believe my experience, listed below, aligns well with the requirements of this position, and I would look forward to being able to support the city with its future plans. I appreciate your consideration for this role.

Education

AAS, Architectural Drafting; Prairie State College, Chicago Heights, IL | 1974

BS, Visual Communications and Digital Media Design, Colorado Technical University, Colorado Springs, CO | 2010

Experience

For the purpose of this application, I have listed only relevant experience that I feel would be of benefit for this role.

Glenn R. Briggs & Associates, Inc.

Altus, Oklahoma

Draftsman, Civil Engineering | 4 Years

- In my role as a civil engineering draftsman, I was responsible for producing ink on mylar drawings of Subdivision Plats; Water, Sewer and Paving Plans; Lot Surveys; Topographic Maps; Airport Master Plan and Runway Improvement Projects; the interpretation of survey data for maps and drawings; and the interpolation of data for creation of topographic maps.

Solano Co. Assessor's Office, Drafting Division

Fairfield, CA

Map Drafting Technician I / II | 3 Years

- In this role, I maintained all existing Assessor's Parcel Maps along with the drafting of new maps. I also performed title search and resolved questions or problems concerning property descriptions and/or title.

Geotechnical Consultants, Inc.

Colorado Springs, Colorado

Draftsman, Geotechnical Engineering | 2 Years

- As a Geotechnical Draftsman, I generated a full range of maps supporting geologic studies for projects such as major subdivisions, solid waste landfills, and wastewater projects.

PROFITsystems, a Körber product

Colorado Springs, CO

Special Projects Manager | 9 1/2 Years

- I was brought on by PROFITsystems to supervise the financial portion of a multi-million dollar project to renovate an abandoned warehouse into office space. I worked with the general contractor, superintendent and sub-contractors to ensure that work was completed as bid, that all loan money was accounted for, and that all change orders were essential to work completion. In this role, I also coordinated with City Planning, loan originators and the Small Business Administration to ensure that all due diligence was completed to meet all deadlines.

Title 2 - ADMINISTRATION AND PERSONNEL
Chapter 2.24 PLANNING COMMISSION

Chapter 2.24 PLANNING COMMISSION

Sections:

2.24.010 Membership.

Pursuant to RCW Chapter 35A.63, there is created for the city a planning agency to be known as the city planning commission, consisting of seven members who shall be appointed by the mayor and confirmed by the city council.

- A. The positions of planning commissioners shall be designated numbers one through seven. The term of each member of the planning commission shall be four years. The terms of office shall be staggered based on the date of appointment. Terms expire on December 31, but members of the planning commission shall continue to serve until their successor is appointed and qualified
- B. Qualifications. Members of the planning commission shall be selected from individuals who have an interest in planning, land use, environmental affairs or residential and commercial development as evidenced by training, experience or actions. Consideration will also be given toward maintaining an equitable balance of geographic representation of the community. Members of the planning commission shall be limited to individuals who reside in the City at least one hundred eighty days each calendar year or owners of businesses with a physical presence within the city. A "physical presence" means that the individual or business owner does business in the City of Black Diamond and has obtained a Black Diamond business license.
- C. The planning commission shall adopt rules and procedures to address the conduct of its meetings, elections of officers and other administrative matters. Conflicts of interest shall be addressed as set forth in RCW 35A.63.020.
- D. Removal. A planning commissioner may be removed by the mayor, with the concurrence of the city council, for misfeasance in office or other just cause, or for unexcused absences from more than three consecutive meetings. Failure of a planning commission member to qualify as provided in subsection B, shall constitute forfeiture of office. The decision of the city council regarding membership on the planning commission shall be final.
- E. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Members shall serve without compensation.

(Ord. No. 981, § 1, 10-4-2012; Ord. No. 1072, § 1, 1-21-16)

Editor's note(s)—Ord. No. 981, § 1, adopted October 4, 2012, repealed the former § 2.24.010, and enacted a new § 2.24.010 as set out herein. The former § 2.24.010 pertained to similar subject matter and derived from Ord. No. 295, 1984 and Ord. No. 900, adopted April 16, 2009.

2.24.020 Powers and duties.

- A. The planning commission shall perform the function of a planning agency as set forth in chapter 35A.63 RCW, provided, certain land use matters may be referred to the city's hearing examiner as elsewhere provided by the Black Diamond Municipal Code. The planning commission shall be an advisory body to the city council. The planning commission will hold public hearings and make recommendations to the city council on zoning code text and development regulation amendments, area-wide rezones, adoption of comprehensive plan and any other plan amendments. "Development regulations" are defined as "controls placed on development of land use activities by the city including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, PUD ordinances, subdivision ordinances, binding site plan ordinances, together with any amendments thereto."
- B. The planning commission shall review such other matters and take such further action as the city council may direct from time to time by motion, resolution or ordinance.

(Ord. 857 § 1, 2008; Ord. 295 § 2, 1984)

(Ord. No. 900, § 3, 4-16-2009; Ord. No. 1028, § 1, 5-15-2014)

.24.030 Secretary.

The mayor shall designate a city staff member to serve as secretary to the planning commission. The secretary shall be responsible for taking the minutes of each commission meeting and for assisting the commission with other administrative duties as assigned by the presiding member of the commission.

(Ord. 570 § 1, 1995; Ord. 295 § 3, 1984)

(Ord. No. 900, § 4, 4-16-2009)

2.24.040 Quorum.

A majority of the membership of the planning commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting of the planning commission shall be deemed taken as the action of the commission. The commission may adopt such other rules governing its procedures and conduct of business as it deems appropriate.

(Ord. 295 § 4, 1984)

2.24.050 Referral by council.

The city council may refer to the planning commission, for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in RCW Chapter 35A.63, and the commission shall promptly report to the city council thereon, making such recommendations and giving such counsel as it may deem proper.

(Ord. 295 § 5, 1984)



CERTIFICATION

Finance Committee: June 9, 2026
Council Date: June 16, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
57418-57463	June 2026 Regular Batch 2	6/17/2026	\$ 270,742.71
TOTAL:			\$ 270,742.71

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

Xavier Mason
Xavier Mason, Finance Director

DATE: 06/04/2026

John Adler, Mayor

DATE



Register

Fiscal: 2026
Deposit Period: 2026 - June
Check Period: 2026 - June - 06/26 Regular Batch 2

Name	Clearing Date	Amount
Alexis Elton		\$101.60
Alsco		\$236.72
Black Diamond Gun Club		\$187.50
Black Diamond Municipal Court		\$388.00
C And B Awards, Engraving		\$32.76
CenturyLink (WA)		\$728.47
City of Black Diamond/Retained Funds		\$494.42
DCW - Data Center Warehouse		\$9,352.49
Debbie Gill		\$29.73
Ferguson #3156		\$23,420.39
FP Mailing Solutions		\$130.85
Jaydn Bond		\$1,055.00
Joann Sloss		\$51.62
Johnsons Home & Garden		\$455.38
KD Water Systems LLC		\$414.20
Kim McClay		\$180.00
King County Finance		\$151,385.29
King County Prosecuting Attorney		\$134.96
Law Office of Krista White Swain		\$9,050.00
Madrona Law Group LLC		\$11,094.50
McDonough & Sons, Inc.		\$5,107.74
Northstar Chemical Inc.		\$4,153.45
Office Products Nationwide		\$214.80
Orkin Commercial Services		\$358.34
Palmer Coking Coal Company		\$146.82
Pape Machinery		\$495.20
Parametrix, Inc.		\$3,046.25
Ayres, Codey		\$5.00
Herting, Deborah		\$145.00
Gualim, Selvin Lem		\$145.00
Pierce County Clerks & Finance Officers Association		\$65.00
Puget Sound Energy		\$1,005.69
Pye-Barker Fire & Safety LLC		\$3,844.18
Raedeke Associates Inc		\$884.75
RH2 Engineering Inc.		\$7,886.09
Scott Hanis		\$138.40
Severson's Building Maintenance		\$2,650.00
SHI International Corp.		\$42.19

Somer Johnson	\$3,165.00
Summit Law Group, PLLC	\$2,900.00
Tracy Williamson	\$221.50
Treat's Heating & Cooling	\$10,283.83
Washington State Parks & Recreation	\$1,535.80
Washington State Treasurer	\$11,582.89
Water Management Laboratories, Inc.	\$90.00
Zoom Video Communications, Inc	\$1,705.91
Check	\$270,742.71

City of Black Diamond

Payroll Register - May 2026

Number	Name	Fiscal Description	Amount
20620	Employee Paycheck	2026 - May - Month End	\$3,234.34
20621	BD Police Officers Association	2026 - May - Month End	\$1,320.00
20622	City of Black Diamond - Flex Program	2026 - May - Month End	\$1,025.00
20623	HRA VEBA	2026 - May - Month End	\$300.00
20624	Joseph Kaufman	2026 - May - Month End	\$223.20
20625	Minnesota Child Support Payment Ctr	2026 - May - Month End	\$460.00
20626	Teamsters Local 117	2026 - May - Month End	\$3,042.06
20627	TPSC Benefits	2026 - May - Month End	\$130.00
20628	Western States Police Medical	2026 - May - Month End	\$600.00
EFT May 2026 Aflac1	Aflac	2026 - May - Month End	\$43.03
EFT May 2026 DRS: DCP1	DOR - Deferred Comp	2026 - May - Month End	\$13,756.35
EFT May 2026 DRS: Ret1	Dept of Retirement Systems	2026 - May - Month End	\$57,268.77
EFT May 2026 ESD1	Employment Security Dept	2026 - May - Month End	\$991.63
EFT May 2026 Fed Taxes1	City of Black Diamond Taxes	2026 - May - Month End	\$126,758.10
EFT May 2026 L&I1	Dept of Labor and Industries	2026 - May - Month End	\$8,842.42
EFT May 2026 Medical Ins1	AWC Employee Benefit Trust	2026 - May - Month End	\$109,563.70
EFT May 2026 PFML1	PFML ESD	2026 - May - Month End	\$5,614.27
EFT May 2026 WA Cares 1	WA Cares ESD	2026 - May - Month End	\$1,787.19
May 2026 Draw	Payroll - Draw	2026 - May - Month End	\$68,462.60
May 2026 Month End	Payroll - Month End	2026 - May - Month End	\$273,285.83
			\$676,708.49

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

Finance
Director

Kawier Mason

Date June 5, 2026

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of June 2, 2026
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Nielsen, Peterson, Sorci (Zoom), Young, Dal Santo, Reed

ABSENT: None

Staff present: Xavier Mason, Finance Director; Scott Hanis, Public Works Director; Capital Project/Program Manager, Ryan Sweet; Jamey Kiblinger, Police Chief; Hal Hart, Community Development Director; Jake Kapsandy, IT Tech II; David Linehan, City Attorney; Kevin O'Neill, City Administrator (Zoom); Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember Nielsen **moved** to have her item go to the next meeting; **second** Councilmember Young. Motion **passed** with all voting in favor (7-0).

Councilmember Peterson **moved** to move the two proclamations as the next agenda items before public comment; **second** Councilmember Nielsen. Motion passed with all voting in favor (7-0).

Mayor Adler announced that he will be withdrawing from the agenda the two Planning Commission appointments for a later date.

Councilmember Peterson **moved** to approve the Agenda as amended; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:

Trixie Hahn, Black Diamond spoke to Council.

Johna Thomson, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Proclamation – Juneteenth

Councilmember Reed read the proclamation into the record.

2) Proclamation – Pride Month

Councilmember Young read the proclamation into the record.

At 7:09 p.m. Mayor Adler recessed the meeting for 15 minutes for the Pride Flag Raising event.

Councilmember Sorci left the meeting at 7:23 p.m.

At 7:24 p.m. Mayor Adler called the meeting back to order.

~~3) **AB26-057** – Confirming the Mayor’s Appointment of Wayne Courtney to Position 2 on the Planning Commission – pulled~~

~~4) **AB26-058** – Confirming the Mayor’s Appointment of Gwen Keffel to Position 4 on the Planning Commission – pulled~~

5) **AB26-059** – Presentation Regarding Electric Motorcycles, Electric Assisted Bicycles, and Motorized Foot Scooters

Chief Kiblinger shared a presentation that reviewed the proposed changes and recommendations on this item

COMMITTEE REPORTS:

Councilmember Young updated Council on items discussed during the Public Works Committee meeting.

Councilmember Nielsen updated Council on items discussed during the Budget, Administration, and Finance Committee meeting.

DEPARTMENT REPORTS: None

CONSENT AGENDA:

Councilmember Peterson **moved** to approve the Consent Agenda; **second** Councilmember Nielsen. Motion **passed** with all voting in favor (6-0). The Consent Agenda was approved as follows:

6) **Claim Checks** – June 2, 2026, Check No. 57361 through Check No. 57417 and EFTs in the amount of \$604,009.46

7) **Minutes** – Council Meeting of May 5, 2026, and Council Meeting of May 19, 2026

8) **AB26-060** – Resolution Approving Interlocal Agreement with Seattle Police Department for Supplemental Police Services During the 2026 FIFA World Cup

- 9) **AB26-061** Ordinance Granting to Forged Fiber 37, LLC, a Nonexclusive Telecommunications Franchise

PUBLIC HEARINGS:

- 10) **AB26-062** – Draft 2027-2036 Six Year Transportation Improvement Plan

Capital Projects/Program Manager Sweet reviewed with the City Council the projects included in the Plan.

Mayor Adler opened the public hearing at 7:56 p.m. No public comments heard and Mayor Adler closed the public hearing at 7:56 p.m.

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 11) **AB26-063** – Resolution Authorizing Final Plat Approval for The Villages MPD, Ten Trails Mountain View 1B Mixed Use Division 1 & 2 Final Plat

Community Development Director Hart provided an update on this item

Councilmember Deady **moved** to adopt Resolution No. 26-1746, approving the Final Plat for Ten Mountain View 1B Mixed Use Division 1 & 2 (PLN26-0017); **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

- 12) **AB26-064** – Resolution Authorizing Contract Amendment 10 with RH2 Engineering for Springs Project

Public Works Director Hanis shared information on this item

Councilmember Peterson **moved** to adopt Resolution No. 26-1747, authorizing the Mayor to execute Amendment 10 to Professional Services Agreement with RH2 Engineering, Inc. for the Black Diamond Springs Rehabilitation project in the amount of \$550,000; **second** Councilmember Young. Motion **passed** with all voting in favor (6-0).

- 13) **AB26-065** – Authorizing WSDOT Temporary Easement

Attorney Linehan informed the Council on this item

Councilmember Young **moved** to authorize the Mayor to execute the temporary easement requested by WSDOT in connection with the SR 169 Rock Creek, and Ginder Creek fish passage project, substantially in the form attached hereto; **second** Councilmember Dal Santo. Motion **passed** with all voting in favor (6-0).

- ~~14) **DISCUSSION** – Service Member Banner Program~~

15) DISCUSSION – Summer Council Break in August

City Administrator O'Neill stated that staff is proposing for Council to take a summer break for the Council meeting on August 4th and the work session on August 11th. He noted that a lot of cities do this and is asking if Council would be supportive of this. There was a Council consensus to do this, and it was noted that staff will bring it forward as a consent agenda item to the next meeting.

MAYOR'S REPORT:

Mayor Adler – no report.

COUNCIL REPORTS:

Councilmember Young reported on the Mountain View Fire & Rescue Board of Commissioners meeting. He reminded everyone about water safety, and he wished everyone a happy pride month. He noted that we are all neighbors and he will be volunteering at the American Heritage Day this weekend. He shared that school is coming to an end and Dad with Donuts is this Friday morning. He noted crews are preparing for construction at the new elementary school and reminded folks to slow down and be aware of pedestrians.

Councilmember Dal Santo announced the America 250 celebration and encouraged everyone to come out and show their appreciation to the people who put this on. He asked where the state of the Comprehensive Plan is. He also asked about the sewer flows information and when it would come before Council.

Councilmember Reed – no report.

Councilmember Deady spoke about Heritage Day on Saturday and shared the times and what will happen at the event and hoped to see everyone there. She was happy to see the attendance for the Pride event tonight and read the prepared statement that was shared during the Pride Flag Raising event. She reported attending the Fire Commissioners meeting, the DARE graduation, and Memorial Day service at the cemetery and would like to see how we can promote it more. She reminded everyone about Miners Day.

Councilmember Nielsen thanked everyone who has served and was happy to participate in her second Pride Flag Raising event here in Black Diamond, and shared a quote from Martin Luther King Jr. She is excited about the America 250 event and plans on attending the DARE graduation at the Black Diamond Elementary School.

Councilmember Peterson thanked everyone who came out for the Pride Flag Raising event and the Juneteenth Proclamations. She plans on attending the America 250 event this weekend and welcomed Councilmember Reed to his first meeting.

CITY ADMINISTRATOR REPORT: None

ATTORNEY REPORT: None

PUBLIC COMMENTS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Dal Santo. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:49 p.m.

ATTEST:

John Adler, 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: Resolution authorizing the Mayor to execute a grant agreement with King County Waste Reduction and Recycling to fund the 2026-2027 household hazardous waste collection and recycling events.	Agenda Date: June 16, 2026	
	AB26-068	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	X
Fund Source:	Court – Judge Swain/Tawnya Parks	
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, Grant Agreement		
SUMMARY STATEMENT: This grant agreement from King County Waste Reduction and Recycling is for the City's four planned household hazardous waste collection and recycling events, totaling \$20,000. The City has been combining with Maple Valley for these events and will continue to do so.		
FISCAL NOTE (Finance Department): The 2026 Budget does include the King County Waste Reduction Grant. Though budgeted at \$16,500 no budget amendment will be necessary.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1748 authorizing the Mayor to execute a grant agreement with King County Waste Reduction and Recycling to fund the 2026-2027 household hazardous waste collection and recycling events.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2026		

RESOLUTION NO. 26-1748

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE KING COUNTY SOLID WASTE DIVISION TO FUND THE 2026-2027 HOUSEHOLD HAZARDUOS WASTE COLLECTION AND RECYCLING EVENTS

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2026 and 2027 events; and

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

WHEREAS, these funds will help the City meet the goals outlined in the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan); and

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

WHEREAS, funds will not exceed \$20,000 for 2026 and 2027;

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

Section 1. The City Council hereby accepts grant funding from King County Solid Waste Division in the amount of \$20,000 to fund the 2026-2027 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a grant agreement with King County Solid Waste Division to fund the 2026-2027 household hazardous waste collection and recycling events; substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

INTERAGENCY AGREEMENT FOR THE 2026-2027 WASTE REDUCTION & RECYCLING GRANT PROGRAM

Between

KING COUNTY and the CITY OF BLACK DIAMOND

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

PREAMBLE

King County and the City of Black Diamond adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan), which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the Comp Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

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

I. PURPOSE

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

II. RESPONSIBILITIES OF THE PARTIES

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

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2026-2027 shall not exceed **\$20,000.00**
2. This Agreement provides for distribution of 2026-2027 grant funds to the City. However, grant funds are not available until January 1, 2026.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight(8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 31, 2028.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2027 and March 31st, 2028.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2027 and January 2028, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

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

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

10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2028.

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

B. The County:

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

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

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2026, or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2026, and shall terminate on June 30, 2028. The City shall not incur any new charges after December 31, 2027. However, if execution by either Party does not occur until after January 1, 2026, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2026 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

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

V. AMENDMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION

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

VII. INSURANCE

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

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

IX. TIME IS OF THE ESSENCE

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

X. SEVERABILITY

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

XI. NOTICE

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

Annie DeCosta-Klipa, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
adecostaklipa@kingcounty.gov

If to the City:

Ryan Sweet, Capital Project/Program Manager, or a provided designee
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

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

City of Black Diamond

BY _____
Carol Benson, Mayor

King County

BY _____
Christopher Stubbs, Deputy Division
Director
Solid Waste Division

Date

Date

King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2026-27 Scope of Work

A. Basic Information

1. City of Black Diamond

2. City Contact: Ryan Sweet
Capital Project/Program Manager
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
TEL – 360-469-9314
FAX - 360-886-2592
Email – rsweet@blackdiamondwa.gov

3. Contractor: Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98136
TEL - (206) 938-8262
Email – pauldevine@msn.com

4. 2026-27 Budget: \$20,000.00

B. Scope of Work

1. Task One: Recycling Collection Events

In 2026-27, Black Diamond will work with the City of Maple Valley to co-host spring and fall recycling events in the City of Maple Valley. Black Diamond and Maple Valley will share event expenses on a percentage basis based on the population of each City (to the extent possible).

A) Schedule - Spring and Fall, 2026-27

B) Task Activities

- Total Number of Recycling Collection Events – Four or more
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Tires+
 - Lead Acid Batteries
 - Household Batteries

- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Paper Shredding
- Oil and Latex Paint**

+User fees may apply

++If service provider is available

*Will be collected if the material is paid for by Washington PaintCare program.

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

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Graphic or tabular comparison of 2026-27 volumes and vehicles with prior year's events

D) Task Performance Objectives:

The City plans to send out promotional flyers to Black Diamond households and publicize the events through King County promotional activities, including King County websites and telephone assistance. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The events will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding its way to the local landfill. The City of Black Diamond has a population of approximately 7,435. The City expects, based on past events, that 250-350 households will

actively participate bringing recyclable materials to the events for proper disposal and recycling each year. This will result in 15-25 tons of material diverted from the local waste stream for recycling per year.

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

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

A) Task Schedule: Spring, 2026-27

B) Task Activities:

- Bin/Barrel Sales
- Task Description - The City will implement one or more rain barrel, compost/worm bin sales in 2026-27, based on the available budget. The sales will be held in conjunction with Maple Valley/Black Diamond Recycling Collection Events. The City will:
 - Distribute subsidized rain barrels, backyard compost bins, worm bins, and educational materials to City residents. The number of bins and barrels purchased will depend on the type of units selected. Residents will be charged \$25-\$30 per unit.

C) Task Performance Objectives: The goal of this program is to achieve greater resource efficiency in the City and stimulate demand for recycled plastic. Backyard composting and vermicomposting extends the life of landfills and reduces stress on local composting facilities. This program should result in greater resource efficiency as it will encourage City residents to manage their yard and food debris on their own properties and to reuse the composted materials in their gardens as well as conserve water. The City will support recycling programs by distributing recycle content rain barrels/bins to City residents.

D) Task evaluation. Event reports will include:

- Number of rain barrels, compost bins, and worm bins distributed
- Estimated volume of recycled material diverted from the waste stream
- Event cost by budget category

2026-2027 Waste Reduction & Recycling Grant Guidelines

Program Eligibility

The King County Solid Waste Division (SWD) has prepared a list of Re+ Action Ideas and Plug & Play Project Plans that expands on the Waste Reduction & Recycling (WRR) Case Studies shared in past grant cycles. These ideas include new creative and innovative project ideas that can be adopted for WRR Grant scopes of works (Attachment 3). The goal of this list is to offer additional ideas for waste reduction projects including, ideas for incorporating Equity and Social Justice into all of our work such as transcreating materials and signage into top spoken languages in King County.

The list offers ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2024 Comprehensive Solid Waste Management Plan ([Comp Plan](#)), all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-city projects.

Grant funds may be used for a variety of WRR related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Re+ Action Ideas (Attachment 2), which includes the examples below.

Sample Re+ Actions

- [Plug & Play Project Plans](#)
- [Food Waste](#) – Food rescue infrastructure investment – supporting hunger relief organizations and food banks with resources like food storage, trucks, etc.
- [Community](#) - Establishing tool and other equipment libraries or other sharing initiatives, e.g., borrow party packs for picnics and birthday parties.
- [Paper/Plastic Recycling - Multi-family](#) - Technical assistance and in-person outreach to increase recycling in multifamily complexes, with an emphasis of a multicultural and multilingual approach such as through Spanish speaking Facilitators and or use of other regularly spoken languages for a particular housing community.
- Banning single-use items in dine-in restaurants and hotels, e.g., coffee cups, water bottles, mini personal care items, etc.
- Conduct food waste audits and implement customized food waste recycling programs in economically and culturally diverse communities.

The following are not eligible for funding:

- Collection of garbage, except for residential garbage related to collection of recyclables.
- Household Hazardous Waste (HHW) education programs.
- Collection of any household hazardous waste items including, but not limited to:
 - Treated wood, paint, lead batteries, oil, gasoline, fluorescent light, and antifreeze.

Cities should pursue funding for HHW collection or education programs through the King County Hazardous Waste Management Program (HazWaste) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

For questions about specific program eligibility or alignment with the Comprehensive Plan, please contact Annie DeCosta-Klipa at (206) 477-4563 or adecostaklipa@kingcounty.gov. You may also refer to Attachment 5 for additional guidance.

Grant Administration

Requests for Reimbursement:

Cities must submit at least one request for reimbursement per year during the funding cycle, due no later than the last working day of February of the following year. Alternately, Cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form, Expense Summary Report Form and Progress Report must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 2nd Friday of December, Cities must notify SWD of the amount of their total expenditures for work that has been completed in the previous year but for which a request for reimbursement has not yet been submitted so that SWD can accrue the amounts.

Progress Reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. All progress reports must be signed by a City official and be submitted via email.

Amendments

Amendments to grant Interagency Agreements (IAAs) are unnecessary unless the City wishes to significantly change its scope of work. In general, a significant change would be one in which the City wishes to add or delete a task from its scope of work. Amendments will only be approved if the proposed change(s) is/are consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the City should contact SWD when considering changes to their scopes to determine if an amendment is needed.



Certificate of Coverage

Certificate holder: King County Solid Waste Division 201 S. Jackson St., Suite 6400 Seattle, WA 98104	Policy number: None Term of certificate: 1/1/2026 – 1/1/2027 Annual re-issue: Yes
---	--

RE: Black Diamond 2026-27 Waste Reduction & Recycling Grant

Please be advised that the **City of Black Diamond** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Andrea Luper
AWC RMSA Program Director

cc: **City of Black Diamond**

BUDGET SUMMARY REPORT FORM
2026-2027 King County SWD Waste Reduction & Recycling Grant

Exhibit D

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

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

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

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

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

**King County SWD Waste Reduction & Recycling Grant
2026-2027**

Expense Summary Form

City:
Reimbursement Request # _____
Date: _____
Contract #

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
Total					0

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:		Agenda Date: June 16, 2026 AB26-069	
Resolution adopting the 2027-2032 Six Year Transportation Improvement Program		Mayor John Adler	
		City Administrator - Kevin O'Neill	
		City Attorney - David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev – Hal Hart	
		Finance – Xavier Mason	
		MDRT/Ec Dev – Michelle Wright	
		Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): Planning for various projects			
Fund Source: Various			X
Timeline: As per individual project schedules; due July 1, 2026		Court – Judge Swain/Tawnya Parks	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator			
Attachments: Resolution; Six-Year Transportation Improvement Program			
<p>SUMMARY STATEMENT:</p> <p>The City is required to update its Six Year Transportation Improvement Program (TIP) per Revised Code of Washington (RCW) 35.77.010 and file the TIP with the Washington State Department of Transportation (WSDOT). A public hearing was held on 06/02/2026.</p> <p>Most grant programs require projects to be on the City's Six Year TIP. The City is required by State law to update the TIP prior to July 1st of each year.</p> <p>FISCAL NOTE (Finance Department): Many of the projects in the City's Six Year TIP are included within the City's Capital Improvement Program that was passed in 2025. The new items and any updates will be included in the annual update for the CIP along with the update in costs, if any. Those updates will also be reflected in the Capital Outlay and Programs segment of the 2027 Budget.</p>			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to approve Resolution No. 26-1749, adopting the Six-Year Transportation Improvement Plan.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
June 2, 2026	Public Hearing		
June 16, 2026			

RESOLUTION NO. 26-1749

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
APPROVING THE 2027-2032 SIX YEAR
TRANSPORTATION IMPROVEMENT PROGRAM**

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

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

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

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

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

Section 1. The City Council does hereby approve the 2027-2032 Six Year Transportation Improvement Program, a copy of which is attached at Exhibit "A" and incorporated herein by reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

City of Black Diamond 6 Year
Transportation Improvement Plan
2027 - 2032



SUMMARY OF PROJECTS

RECURRING PROJECTS			
Project Name	Location	Cost	Year
Street Preservation Program	N/A	\$275,000/year; \$1,650,000 total	2027
Neighborhood Street Improvement Program	N/A	\$85,000/year; \$510,000 total	2027
Grant Matching for Street Projects Program	N/A	\$75,000/year; \$450,000 total	2027
CAPITAL PROJECTS			
1. Roberts Drive Reconstruction, Phase I, City Hall to Ginder Creek	City Hall to Ginder Creek	\$3,752,266	2027
2. SR 169 Sidewalk, Roberts Drive to James Street*	Roberts Dr. to James St.	\$780,000	2027
3. SR 169 & Park Street Crossing	SR 169 & Park St.	\$324,754	2027
4. Lawson Street/Botts Drive Intersection Improvements*	Lawson St./Botts Dr.	\$3,088,800	2027
5. Lawson Street & SR 169 Intersection Improvements*	Lawson St./SR 169	\$2,080,000	2028
6. Baker Street & SR 169 Intersection*	Baker St./SR 169	\$1,600,000	2028
7. Pipeline Road*	New east/west road between Lake Sawyer Rd. SE & SR 169	\$23,176,400	2028
8. Covington Creek Bridge	224th Ave SE, South of SE 297th St.	\$2,897,960	2028

9. Sawyer Woods Elementary Pedestrian Improvements, Ph. I	228th Ave. SE from SE 312th St. to SE 307th Pl.	\$4,102,733	2029
10. Arterial Paving – Multiple Locations	Lawson St. between 3rd Ave. & Newcastle Dr.; 216th Ave.	\$700,000	2029
11. Baker Street Sidewalk	Railroad Ave. to Lawson St.	\$750,000	2029
12. Lawson Connector/Lawson Parkway*	SR 169 to Lawson St.	\$15,600,000	2029
13. Lawson Street Sidewalk, Ph. II*	6th Ave. to Newcastle Dr.	\$1,040,000	2030
14. 216th Avenue SE Pedestrian Improvements	SE 288th St. to SE 292nd St.	\$800,000	2030
15. Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169	Ginder Creek to SR 169	\$4,000,000	2030
16. North Connector*	SR 169 in north triangle south to Pipeline Rd. and Roberts	\$4,955,600	2030
17. SE 288th Street Sidewalk, Ph. I	216th Ave. SE to 224th Ave. SE	\$1,650,000	2031
18. Sawyer Woods Sidewalk, Ph. II	224th Ave. SE from SE 307th Pl. to SE 304th St.	\$2,240,000	2031
19. Railroad Ave. Traffic and Pedestrian Improvements	Railroad Ave. between the museum and bakery	\$1,230,000	2031
20. SE Connector*	Lawson St to SR 169	\$28,000,000	2031
21. 216th Avenue SE Pedestrian Improvements, Phase II	SE 293rd Pl to 219th Ave SE	1,020,000	2032
22. Downtown Pedestrian Bypass	Roberts/SR169 to Jones Lake Rd/SR 169	\$9,000,000	2032

23. Lake Sawyer Pedestrian Walkway, Ph. I	SE 297th/224th Ave. SE to SE 292 nd St./218th	\$530,000	2032
	Total	\$113,318,513	

Funded through developer mitigation and/or transportation impact fees

Street Preservation Program

Projected Year: Recurring 2027-2032

Location: Streets throughout the City, as well as 232nd Ave./Pl. SE between 29615 & end of public road (SE 302nd), and 228th Ave. SE/229th Ave. SE/229th Pl. SE/SE 292nd Pl, Railroad Ave, and gravel roadways.

Distance: N/A

Type of Improvement: Use for opportunities to provide asphalt overlays, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems on various City streets. This will allow the City to build a street preservation program to address deteriorating, non-neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

Estimated Cost: \$275,000/year; \$1,650,000 total

Fund Source: Local City Funds



Neighborhood Street Improvement Program

Projected Year: Recurring 2027-2032

Location: Include Morgan Creek, Diamond Glen, and Rainier View. Other neighborhoods will be added in future years, as needed

Distance: N/A

Type of Improvement: Use for opportunities to provide asphalt overlays or other roadway treatments (chip seal, seal coating) in neighborhoods. This will allow the City to build funds to address deteriorating neighborhood streets throughout the City. These streets typically would not qualify for grant funding.

Estimated Cost: \$85,000/year; \$510,000 total

Fund Source: Local City Funds



Grant Matching for Street Projects Program

Projected Year: Recurring 2027-2032

Location: N/A

Distance: N/A

Type of Improvement: Use for grant applications to provide the required match.

Estimated Cost: \$75,000/year; \$450,000 total

Fund Source: Local City Funds

What is a matching grant?



A matching grant is a contingent grant awarded only if the receiving entity is able to put up (or independently raise) a sum equal to the amount provided by the granting entity.



Roberts Drive Reconstruction Phase I, City Hall to Ginder Creek (1)

Projected Year: 2027

Location: City Hall to Ginder Creek

Distance: .77 miles

Type of Improvement: Widening and overlay to accommodate shared bicycle path, sidewalks on the South side of the road from Morgan St. to Ginder Creek, street lighting, and stormwater improvements.

Estimated Cost: \$3,752,266

Fund Source: TIB Grant, Local City Funds



SR 169 Sidewalk, Roberts Drive to James Street (2)

Projected Year: 2027

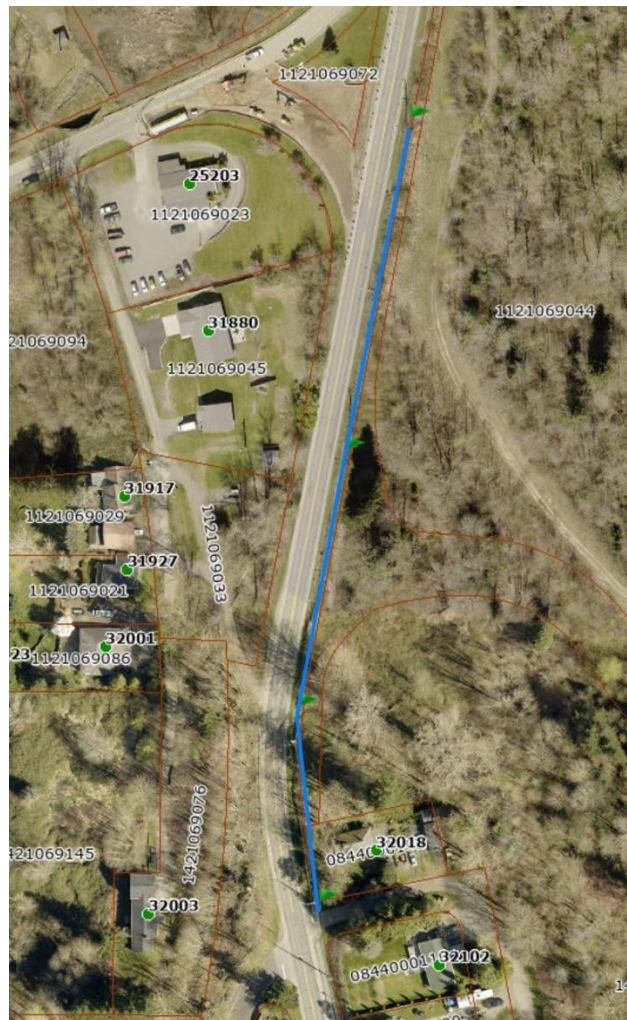
Location: SR 169 from Roberts Dr. to James St.

Distance: .20 miles

Type of Improvement: 6-foot-wide sidewalk on the west side of SR 169 between the future roundabout and James St.

Estimated Cost: \$780,000

Fund Source: Developer Mitigation



SR 169 & Park Street Crossing (3)

Projected Year: 2027

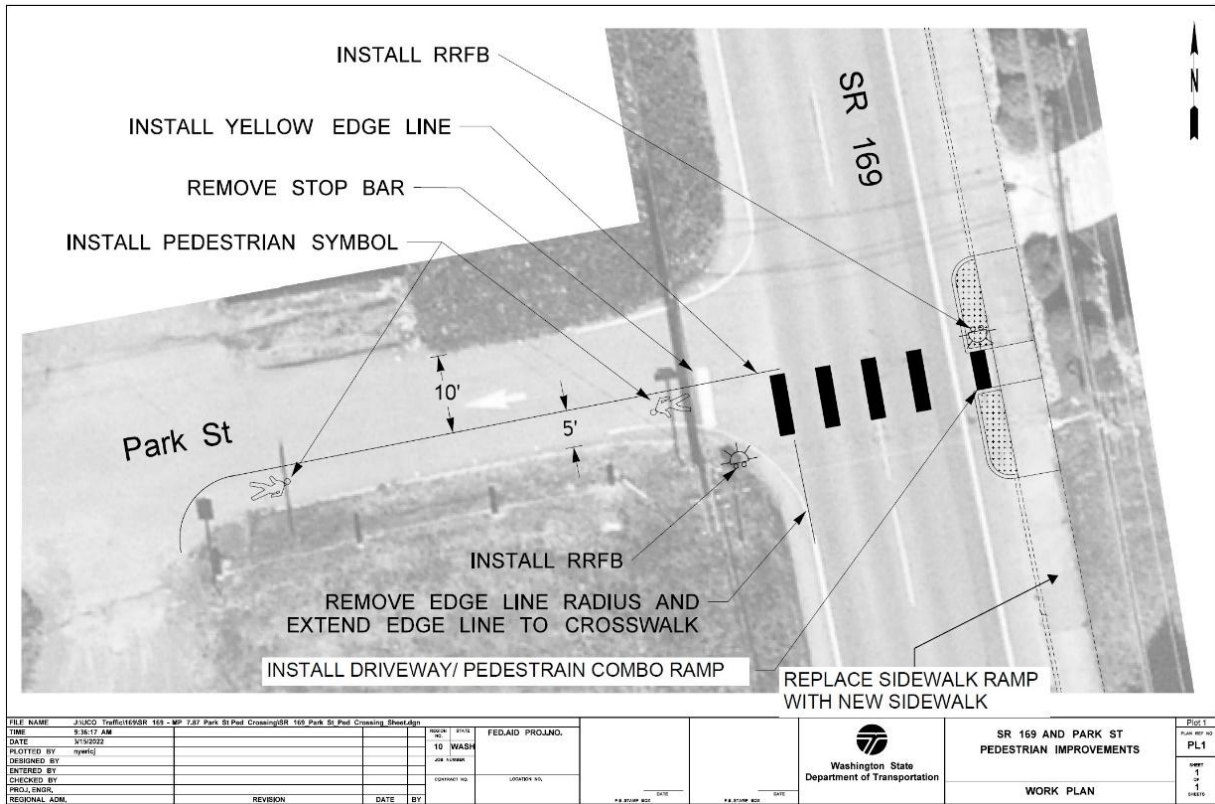
Location: SR 169 & Park St.

Distance: N/A

Type of Improvement: Crosswalk, Designated pedestrian path on Park St., and Rectangular Rapid-Flashing Beacons (RRFBs)

Estimated Cost: \$324,754

Fund Source: WSDOT Pedestrian & Bicycle Program Grant, local funds



FILE NAME	J:\2020 Traffic\169SR 169 - WP 7.27 Park St Ped Crossing\08 169 Park St Ped Crossing Sheet.dgn	PROJECT	10 WASH	FED.AID PROJ.NO.		Washington State Department of Transportation	SR 169 AND PARK ST PEDESTRIAN IMPROVEMENTS	Fig. 3
TIME	9:28:17 AM	DATE	3/19/2022	CONTRACT NO.				PL1
DESIGNED BY	nyw/cj	ENTERED BY		DATE		WORK PLAN	1	
CHECKED BY		PROJ. ENGR.		DATE			1	
REGIONAL ADM.		REVISION		DATE	BY		1	

Lawson Street/Botts Drive Intersection Improvements (4)

Projected Year: 2027

Location: Intersection of Lawson St. & Botts Dr.

Type of Improvement: Intersection controls for new intersection, including stop controls, and sidewalk. This project will realign Botts Dr. with the future Lawson Parkway

Estimated Cost: \$3,088,800

Fund Source: Grant Funds/Developer Mitigation



Lawson Street & SR 169 Intersection Improvements (5)

Projected Year: 2028

Location: Intersection of Lawson St. & SR 169

Distance: N/A

Type of Improvement: Intersection improvements to increase level of service, safety, and pedestrian crossing. Work may be completed with project #13

Estimated Cost: \$2,080,000

Fund Source: Developer Mitigation, Transportation Impact Fees



Baker Street & SR 169 Intersection Improvements (6)

Projected Year: 2028

Location: Intersection of Baker St. & SR 169

Distance: N/A

Type of Improvement: Same as project #12

Estimated Cost: \$1,600,000

Fund Source: Developer Mitigation, Transportation Impact Fees



Pipeline Road (7)

Projected Year: 2028

Location: Construction of new Pipeline Rd. between Lake Sawyer Rd. & SR 169

Distance: 1.5 miles

Type of Improvement: Construction of a new roadway with pedestrian facilities between SR 169 and Lake Sawyer Rd. SE.

Estimated Cost: \$23,176,400

Fund Source: Developer Mitigation, Transportation Impact Fees



Covington Creek Crossing (8)

Projected Year: 2028

Location: 228th Ave. SE from approximately 225' south of SE 297th St. to SE 296th St.

Distance: 0.07 miles

Type of Improvement: Replaces three failing culverts at Covington Creek and 224th Ave SE, along with associated grading and road improvements to match up roadways on the north and south. Alternative options are being studied.

Estimated Cost: \$2,897,960

Fund Source: King County Flood Control District Funds



Sawyer Woods Elementary Pedestrian Improvements, Ph. I (9)

Projected Year: 2029

Location: 228th Ave. SE from SE 312th St. to SE 307th Pl.

Distance: 0.30 miles

Type of Improvement: New sidewalk on the east side of 228th Ave. SE along with stormwater facilities, pedestrian lighting, and block walls.

Estimated Cost: \$4,102,733

Fund Source: Safe Routes to School Grant; local city funds



Arterial Paving – Multiple Locations (10)

Projected Year: 2029

Location: Lawson St. between 3rd Ave. & Newcastle Dr., and 216th Ave. SE between SE 288th St. & SE 296th St.

Distance: 0.70 miles

Type of Improvement: Asphalt overlays on City arterial streets.

Estimated Cost: \$700,000

Fund Source: TIB Arterial Preservation Program grants (limited to streets classified as arterials)



Baker Street Sidewalk (11)

Projected Year: 2029

Location: Railroad Ave. to Lawson St.

Distance: .21 mi

Type of Improvement: Sidewalk on the south side of Baker St. between Railroad and SR 169, then on the west side of SR 169 between Baker and Lawson

Estimated Cost: \$750,000

Fund Source: CDBG Grant, Local City Funds, Developer frontage improvements



Lawson Connector/Lawson Parkway (12)

Projected Year: 2029

Location: SR 169 to Lawson St.

Type of Improvement: New 36' wide minor arterial connection to SR 169 with pedestrian facilities, bike lanes, and street lighting.

Estimated Cost: \$15,600,000

Fund Source: Developer Funded, Transportation Impact Fees



Lawson Street Sidewalk, Ph. II (13)

Projected Year: 2030

Location: 6th Ave. to Newcastle Dr.

Distance: .19 miles

Type of Improvement: 6-foot wide sidewalk on the south side of Lawson St. along with crosswalks at 6th Ave. and Newcastle Dr.

Estimated Cost: \$1,040,000

Fund Source: Developer Mitigation; Grant funds



216th Avenue SE Pedestrian Improvements (14)

Projected Year: 2030

Location: SE 288th St. to SE 292nd St.

Distance: 0.20 miles

Type of Improvement: Sidewalk from SE 288th St. to Lake Sawyer Community Club and extending curb and markings from community club to SE 292nd St. for pedestrian facilities and preserve parking at businesses.

Estimated Cost: \$800,000

Fund Source: Local City Funds, TIB Grant



Roberts Drive Reconstruction Phase II, Ginder Creek to SR 169 (15)

Projected Year: 2030

Location: Roberts Dr between Ginder Creek and SR 169.

Distance: 0.15 miles

Type of Improvement: Widening and overlay to accommodate bicycle lanes, sidewalk on the South side of the road, street lighting, and stormwater improvements from Ginder Creek to SR 169. Ginder Creek culvert replacement and stream restoration.

Estimated Cost: \$4,000,000

Fund Source: Grant funds and local funds



North Connector (16)

Projected Year: 2030

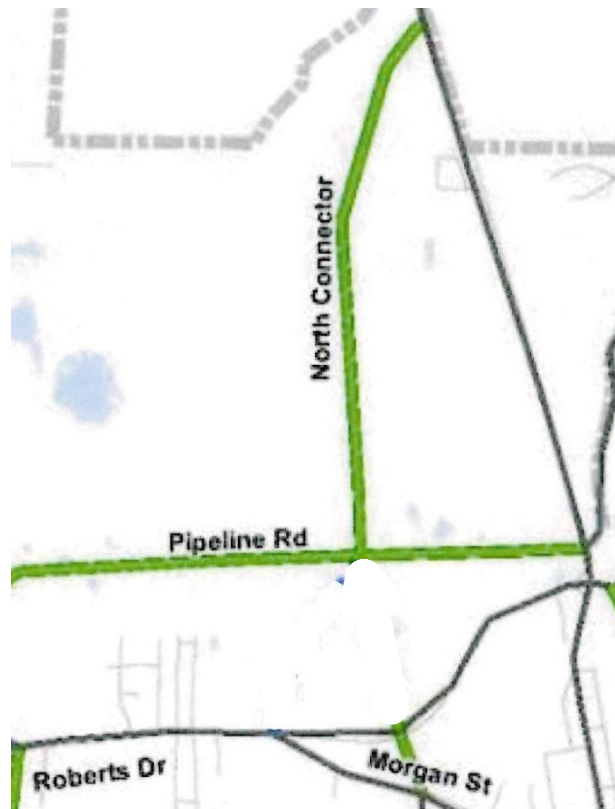
Location: SR 169 connection in the north triangle south to Roberts Dr.

Distance: .25 miles

Type of Improvement: New minor arterial connection to SR 169 with potential roundabout

Estimated Cost: \$4,955,600

Fund Source: Developer Funded, Transportation Impact Fees



SE 288th Street Sidewalk, Ph. I (17)

Projected Year: 2031

Location: SE 288th St. from 216th Ave. SE to 224th Ave. SE

Distance: 0.49 miles

Type of Improvement: New concrete sidewalk on the south side of the road.

Estimated Cost: \$1,650,000

Fund Source: Local City Funds



Sawyer Woods Elementary Pedestrian Improvements, Ph. II (18)

Projected Year: 2031

Location: 224th Ave. SE from SE 307th Pl. to SE 304th St.

Distance: 0.27 miles

Type of Improvement: New sidewalk on the east side of 224th Ave. SE along with stormwater facilities, block walls, and regrading portions of 224th to accommodate steep slopes on driveways.

Estimated Cost: \$2,240,000

Fund Source: Safe Routes to School Grant; TIB Grant; local city funds



Railroad Ave Traffic and Pedestrian Improvements (19)

Project Year: 2031

Distance: 0.12 miles

Type of Improvements: Overlay with pedestrian improvements to increase walkability in the downtown corridor.

Estimated Cost: \$1,230,000

Fund Source: Grant and local funds



SE Connector (20)

Project Year: 2031

Distance: 0.68 miles

Type of Improvements: Connection between Lawson Parkway and State Route 169.

Estimated Cost: \$28,000,000

Fund Source: Developer Funded



216th Avenue SE Pedestrian Improvements, Phase II (21)

Project Year: 2032

Distance: 0.30 miles

Type of Improvements: Extending sidewalk from SE 293rd Pl to 219th Ave SE for pedestrian facilities.

Estimated Cost: \$1,020,000

Fund Source: Grant and local funds



Downtown Pedestrian Bypass (22)

Project Year: 2032

Location: Roberts/SR169 to Jones Lake Rd/SR 169

Distance: 1.0 Miles

Type of Improvement: New shared use pedestrian pathways from the south to north end of the Black Diamond downtown area.

Estimated Cost: \$9,000,000

Fund Source: Grants, Park Funds, Local City Funds



Lake Sawyer Pedestrian Walkway, Ph. I (23)

Project Year: 2032

Location: SE 297th/224th Ave. SE to SE 292nd St./218th

Distance: 0.45 Miles

Type of Improvement: New protected shoulder pedestrian pathways.

Estimated Cost: \$530,000

Fund Source: Grant Funds, Local City Funds



CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Motion approving a Council Summer break for the August 4, 2026 Council meeting and August 11, 2026 Work Session.	Agenda Date: June 16, 2026	
	AB26-070	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Scott Hanis	
Fund Source: General Fund	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments:		
SUMMARY STATEMENT: As is common around the region, staff proposed Council authorize a summer break to allow additional time for councilmembers and staff to enjoy the summer. This item, if approved, will direct staff to cancel the August 4, 2026 regularly scheduled council meeting, and the August 11, 2026 regularly schedule work session meeting. This item was presented to the Finance and Administration Committee in May, and presented to Council at the June 2, 2026 Council meeting, where Council expressed support. Future summer breaks will be approved earlier in the year and will likely occur earlier in the summer. FISCAL NOTE (Finance Department): NA		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This item was taken to the Finance and Administration Committee meeting on May 26, 2026 and recommended to be advanced to Council.		
RECOMMENDED ACTION: MOTION to approve a summer break for Council, cancelling the August 4, 2026 Council Meeting and August 11, 2026 Work Session Meeting.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
June 2, 2026	Discussion with Council where direction was given to place the item on consent for the June 16 meeting for final decision.	
June 16, 2026		

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing - Ordinance Adding Chapter 10.34 and Amending Chapter 10.32 of the Black Diamond Municipal Code to Establish Comprehensive Regulations for the Safe Operation of Electric Motorcycles, Electric-Assisted Bicycles, and Motorized Foot Scooters within the City of Black Diamond.	Agenda Date: June 16, 2026 AB26-071	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): 0	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline:		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments:		
SUMMARY STATEMENT: This ordinance establishes comprehensive regulations for the operation of electric motorcycles, electric-assisted bicycles, and motorized foot scooters within the City of Black Diamond by adding a new Chapter 10.34 to the Black Diamond Municipal Code and amending Chapter 10.32 for consistency with related recreational device regulations. The proposed code updates are intended to address the growing popularity and use of e-mobility devices within the community and to promote public safety by establishing clear operational standards, safety requirements, and enforcement authority. The ordinance defines classifications for electric-assisted bicycles and electric motorcycles consistent with Washington State law; establishes where these devices may and may not be operated; requires compliance with traffic laws; and creates safety requirements related to helmets, lighting, braking systems, mirrors, licensing, registration, and age restrictions. The ordinance also prohibits the unsafe or negligent operation of these devices on sidewalks, parks, trails, and higher-speed roadways where conflicts with pedestrians, bicyclists, and motorists may create safety risks. In addition, the ordinance authorizes enforcement mechanisms, including civil infractions, impound authority, and guardian responsibility for minors operating devices in violation of the code. Adoption of these regulations is important to provide clear and enforceable standards that help reduce unsafe riding behavior, minimize the risk of accidents and injuries, protect pedestrians and other roadway users, and ensure consistency with applicable state laws. The ordinance also gives law enforcement and the community clearer guidance regarding the lawful operation of emerging electric mobility devices, helping the City proactively address increasing use before more significant public safety concerns arise.		

FISCAL NOTE (Finance Department):

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **Public hearing only.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2026		

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ADDING A NEW CHAPTER 10.34 TO TITLE 10 BDMC, VEHICLES AND TRAFFIC, REGULATING E-MOTORCYCLES, E-BICYCLES, AND MOTORIZED SCOOTERS; AMENDING CHAPTER 10.32, SKATEBOARDS, ROLLER SKATES, COASTERS, IN-LINE SKATES, MOTORIZED FOOT SCOOTERS AND SIMILAR DEVICES FOR CONSISTENCY WITH THE NEW CHAPTER; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Black Diamond has seen an increase in popularity in e-motorcycle and electric-assisted bicycle ridership within the City; and

WHEREAS, e-motorcycles and electric-assisted bicycles can pose public safety issues if not operated appropriately, including traveling at high speeds on streets and sidewalks, or when demonstrating tricks; and

WHEREAS, the City currently regulates the use of electric scooters in chapter 10.32 of the Black Diamond Municipal Code (BDMC); and

WHEREAS, the Black Diamond City Council desires to adopt regulations on the use of e-motorcycles and electric-assisted bicycles and to combine such regulations with the similar regulations relating to e-scooters that are contained in chapter 10.32 BDMC;

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

Section 1. Chapter 10.32, Skateboards, Roller Skates, Coasters, In-line Skates, Motorized Foot Scooters and Similar Devices is hereby amended as shown in Exhibit A hereto.

Section 2. A new Chapter 10.34, Operation of Electric Motorcycles, Electric-Assisted Bicycles, and Motorized Scooters is hereby added to Title 10 BDMC as shown in Exhibit B hereto.

Section 3. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in force and effect.

Section 4. 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 A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON
THE ___th DAY OF _____, 2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

EXHIBIT A

Chapter 10.32 - SKATEBOARDS, ROLLER SKATES, COASTERS, ~~AND IN-LINE SKATES, MOTORIZED FOOT SCOOTERS AND SIMILAR DEVICES~~

10.32.010 - Definitions.

~~The following words and phrases when used in this chapter shall f~~For the purposes of this chapter, ~~have the meanings respectively ascribed to them in this section:~~

"Coasters" means a ~~footboard mounted upon two or more wheels~~ ~~pairs of shoes, mounted upon two sets of wheels,~~ and controlled by an upright steering handle. ~~This~~The device is ~~most often~~ propelled by the user in ~~usually~~ an upright position ~~or kneeling~~.

"In-line skates" means a pair of shoes or boots, mounted upon three or more sets of wheels located one behind the other under the attached shoe or boot, and is most often propelled by the user in an upright, standing position.

~~"Motorized foot scooter" or similar device is defined as a device with two or more ten-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion. It is provided, however, that the regulations of this chapter shall not apply to any vehicle used by a disabled person as defined by RCW 46.16.381.~~

"Roller skates" means a pair of shoes, mounted upon two sets of wheels, and is most often propelled by the user in an upright, standing position or kneeling.

"Skateboard" means a footboard mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels or lays upon the device while it is in motion.

10.32.020 - Duty to obey traffic control devices~~d~~ and rules of the road.

- A. Any person operating a skateboard, roller skates, coaster, ~~or~~ in-line skates, ~~motorized foot scooter or similar device~~ shall obey all rules of the road applicable to vehicle or pedestrian traffic, as well as the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

~~B. It shall be unlawful to operate a motorized foot scooter or similar device other than as close as practicable to the right-hand curb or right edge of the roadway.~~

~~B~~C. When preparing for a left turn, the operator shall stop and dismount as close as practical to the right-hand curb or right edge of the roadway and complete the turn by crossing the roadway on foot, subject to the restrictions placed on pedestrians in Chapter 46.61 RCW.

10.32.030 - Certain uses prohibited.

A. No skateboard, roller skates, coaster, ~~or in-line skates, motorized foot scooter or similar device~~ shall be ridden or used ~~operated~~ in a negligent or unsafe manner but ~~shall be operated~~ with reasonable regard for the safety of the ~~operator rider or user~~ and other persons. ~~For the purposes hereof, to "operate in a negligent manner" means the operation of a motorized foot scooter or similar device in such a manner as to endanger or be likely to endanger any person or property. Examples of operating in a negligent manner include, but are not limited to, failure to obey all traffic control devices, failure to yield right-of-way to pedestrians and/or vehicular traffic. Operation of a motorized foot scooter in excess of a posted speed limit shall be prima facie evidence of operation in a manner likely to endanger any person or property.~~

B. No skateboard, roller skates, coaster, ~~or in-line skates, motorized foot scooter or similar device~~ shall be ~~operated ridden or used~~ between the times of sunset to sunrise; provided, skateboards, in-line skates, and roller skates may be ridden or used in the skate park facility located at 25241 Park Street during the hours set forth in BDMC 8.287.030.

C. No skateboard, ~~roller skates, or~~ coaster, ~~in-line skates, motorized foot scooter or similar device~~ shall be ~~operated ridden or used~~ with any passengers in addition to the operator.

D. No skateboard, roller skates, coaster, ~~or in-line skates, motorized foot scooter or similar device~~ shall be ~~operated ridden or used~~ without the ~~rider or user~~operator wearing a properly fitted helmet that meets or exceeds safety standards adopted by Standard Z-90, set by the American National Standards Institute. ~~The helmet must be worn over the head and be equipped with either a neck or chin strap that must be fastened securely while the motorized scooter is in motion.~~

~~E. No motorized foot scooter with an internal combustion engine shall be operated without a muffler in good working order.~~

~~F. No motorized foot scooter shall be operated on a city bicycle path or trail, unless the path has been posted to allow use by a motorized foot scooter.~~

10.32.040 - Prohibited areas.

It is unlawful for any person to ~~operate or ride upon~~ or use a skateboard, roller skates, coaster, or in-line skates, ~~motorized foot scooter or similar device~~ in any of the following areas:

~~A. On Lawson Street, Railroad Ave., Morgan Street, Roberts Drive and Baker Street;~~

~~AB. In city parks, unless designated for such use; and~~

~~BE. On sidewalks within the city limits;~~

~~CD. On any city street with a posted maximum speed limit greater than twenty-five miles per hour.~~

~~10.32.050 - Additional requirements—Motorized foot scooters.~~

~~A. No motorized foot scooter or similar device shall be operated on streets or other public areas not otherwise prohibited by this section to motorized foot scooters unless the operator is at least sixteen years of age. No operator's license is required from the department of licensing to operate a motorized foot scooter.~~

~~B. Every motorized foot scooter shall be equipped with mirrors on the left side and right side of the handlebars which shall be so located as to give the driver a complete view of the roadway for a distance of at least two hundred feet to the rear of the scooter.~~

~~C. Every motorized foot scooter shall be equipped with a brake that will enable the operator to make the braked wheels skid on dry, level, clean pavement.~~

~~10.32.060 - Parental responsibilities.~~

~~It is unlawful for a parent or guardian to allow a child to operate a motorized foot scooter in violation of this chapter. For violations by people under sixteen years of age, the parent or guardian will be held responsible.~~

10.32.0570 - Penalties.

~~A.~~ Any person violating any provision of this chapter shall be guilty of a traffic infraction and shall be punished by the imposition of a monetary penalty of not more than two hundred fifty dollars, exclusive of statutory assessments, provided, conduct that constitutes a criminal traffic offense may be charged as such and is subject to the maximum penalties allowed for such offenses. Community service hours may be imposed in lieu of a monetary penalty.

~~B. Police may seize the motorized foot scooter after any violation. After adjudication of the case the court shall determine the release conditions of the device.~~

EXHIBIT B

Chapter 10.34 – OPERATION OF ELECTRIC MOTORCYCLES, ELECTRIC-ASSISTED BICYCLES, AND ELECTRIC SCOOTERS

10.34.010 Definitions.

For the purposes of this chapter:

“Bicycle” means every device propelled solely by human power, or an electric-assisted bicycle, upon which a person or persons may ride, having two tandem wheels either of which is 16 inches or more in diameter, or three wheels, any one of which is 20 inches or more in diameter.

“Electric-assisted bicycle” means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle’s electric motor must have a power output of no more than 750 watts. The electric-assisted bicycle must meet the requirements of one of the following three classifications:

1. “Class 1 electric-assisted bicycle” means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour;
2. “Class 2 electric-assisted bicycle” means an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour; or
3. “Class 3 electric-assisted bicycle” means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and is equipped with a speedometer.

“Electric motorcycle” means a motorcycle, as defined by RCW [46.04.330](#), which is powered by electricity and:

1. Is not equipped with fully operable pedals capable of propelling it. Foot pegs are not considered pedals; or
2. Exceeds 750 watts; or
3. Is capable of going over 28 miles per hour with motor assistance.

“Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.

“Minor” means any person under the age of 18.

"Motorized foot scooter" or similar device means a device with two or more ten-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.

10.34.020 – Duty to obey traffic control devices and rules of the road.

Any person operating an electric motorcycle, electric-assisted bicycle, or motorized foot scooter shall obey all rules of the road applicable to vehicle or pedestrian traffic, as well as the instructions of official traffic-control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

10.34.030 – Prohibited operation of electric motorcycles.

- A. No person under the age of 16 may operate an electric motorcycle within the City.
- B. No person may operate an electric motorcycle that is not registered with the Washington State Department of Licensing and does not have a valid license plate.
- C. No person may operate an electric motorcycle without a valid driver’s license with a motorcycle endorsement.
- D. No person may operate an electric motorcycle on a public street or road unless it meets the requirements of RCW [46.61.705](#).
- E. No person may operate an electric motorcycle on any sidewalk, pedestrian path, shared use path, or park trail.
- F. No person may operate an electric motorcycle within any City-owned or controlled parks, or on any other City property, except parking lots.

10.34.040 – Prohibited operation of electric-assisted bicycles.

- A. No person may operate a Class 3 electric-assisted bicycle on any sidewalk, pedestrian path; shared use path; or park trail; provided, operation on the sidewalk is permitted when there is no safe alternative or the sidewalk is part of a bicycle path.
- B. No person may operate a Class 3 electric-assisted bicycle within any City-owned or controlled parks, or on any other City property, except parking lots.

10.34.050 – Prohibited operation of motorized foot scooters.

A. No motorized foot scooter shall be ridden in a negligent or unsafe manner but shall be operated with reasonable regard for the safety of the operator and other persons.

B. Motorized foot scooters are prohibited from being operated:

~~1. On Lawson Street, Railroad Ave., Morgan Street, Roberts Drive and Baker Street;~~

~~21.~~ On sidewalks within the City limits;

~~32.~~ In City parks;

~~43.~~ On multiple use trails including bicycle paths, bikeways, equestrian trails, hiking trails and recreation trails, except where such trails are specifically marked stating that such use is permitted; and

~~54.~~ On any City street with a posted maximum speed limit greater than 25 miles per hour.

C. No motorized foot scooter shall be operated on streets or other public areas not otherwise prohibited by this section to motorized foot scooters unless the operator is at least 16 years of age. No operator's license is required from the Department of Licensing to operate a motorized foot scooter.

E. Any person operating a motorized foot scooter or riding as a passenger on a motorized foot scooter upon any public area in the City shall wear an approved helmet designed for safety that meets or exceeds the requirements of standard Z-90.4 set by the American National Standards Institute (ANSI) or the Snell Foundation, or a subsequent nationally recognized standard for helmet performance as the City may adopt. The helmet shall be worn over the head and equipped with either a neck or chin strap that shall be fastened securely while the motorized foot scooter is in motion.

F. Every motorized foot scooter shall be equipped with mirrors on the left side and right side of the handlebars which shall be so located as to give the driver a complete view of the roadway for a distance of at least two hundred feet to the rear of the scooter.

G. Every motorized foot scooter shall be equipped with a brake that will enable the operator to make the braked wheels skid on dry, level, clean pavement.

H. Every motorized foot scooter when in use during the hours of darkness as defined in RCW [46.37.020](#) shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a red reflector on the

rear of a type approved by the State Patrol which shall be visible from all distances up to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector. A light-emitting diode flashing taillight visible from a distance of 500 feet to the rear may also be used in addition to the red reflector.

- I. Operation of motorized foot scooters is subject to the provisions of BDMC 8.12.040 entitled “Public disturbance noises.”

10.34.060 – Guardian responsibilities.

A guardian may not authorize, knowingly permit, or by insufficient control allow a minor in their care to operate an electric motorcycle, electric-assisted bicycle, or motorized foot scooter in violation of this chapter. A guardian who authorizes, knowingly permits, or by insufficient control allows a minor in their care to operate an electric motorcycle, electric-assisted bicycle, or motorized foot scooter in violation of this chapter shall be jointly and severally liable with the minor for the penalties set forth in BDMC 10.34.070(D).

10.34.070 – Impoundment and penalties for violation.

- A. A law enforcement officer is hereby authorized to impound (as defined in BDMC 10.16.020) without notice any electric-assisted bicycles, electric motorcycles, and motorized foot scooter operated in violation of this chapter.
- B. The officer must follow the impound procedures in BDMC 10.16.040 through 10.16.080.
- C. The impounded vehicle may be redeemed in accordance with BDMC 10.16.070.
- D. Violations of BDMC 10.34.030, Prohibited operation of electric motorcycles, are deemed civil infractions unless otherwise specified herein and are subject to the following monetary penalties:
 - 1. First violation: \$250.00.
 - 2. Second violation: \$500.00.
 - 3. Third and subsequent violations of: \$750.00.
- E. Violations of BDMC 10.34.040, Prohibited operation of electric-assisted bicycles, are deemed civil infractions unless otherwise specified herein and are subject to the following monetary penalties:
 - 1. First violation: \$125.00.

2. Second violation: \$250.00.
 3. Third and subsequent violations of: \$375.00.
- F. Violations of BDMC 10.34.050, Prohibited operation of motorized foot scooters, are deemed civil infractions unless otherwise specified herein and are subject to the following monetary penalties:
1. First violation: \$125.00.
 2. Second violation: \$250.00.
- F. Any person found in violation of BDMC 10.34.030(C) is guilty of misdemeanor and may be subject to criminal penalties as set forth in BDMC 9.00.120(A) in lieu of the penalties set forth herein.
- G. In addition to the penalties set out in this chapter, violators must pay the costs of impound, towing, storage, and court fees in accordance with BDMC 10.16.070(C).

10.34.080 – Enforcement authority.

The Black Diamond Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound vehicles, and take other lawful action necessary to protect public safety and ensure compliance.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Public Hearing - Amending Chapter 10.16 of the Black Diamond Municipal Code to modernize the City's vehicle impound and storage regulations, clarify impound authority and procedures consistent with state law, and establish provisions for the towing and impoundment of electric motorcycles, electric-assisted bicycles, and motorized scooters from public property and rights-of-way.	Agenda Date: AB26-XXX	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	X
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): 0	Court – Judge Swain/Tawnya Parks	
Fund Source: N/A		
Timeline:		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments:		
SUMMARY STATEMENT: The proposed amendments to Chapter 10.16 modernize the City's impound and vehicle storage regulations by incorporating current requirements under Chapter 46.55 RCW, clarifying definitions and impound authority, and establishing updated procedures for notice, redemption, hearings, and recordkeeping related to impounded vehicles. The ordinance also adds specific provisions authorizing the towing and impoundment of electric motorcycles, electric-assisted bicycles, and motorized foot scooters when abandoned, unlawfully parked, obstructing traffic or public access, creating a public safety hazard, or otherwise in violation of City code or state law. Additional revisions clarify officer discretion regarding impound decisions, prohibit duplicate parking infractions related solely to the impound action, and establish procedures for temporary safekeeping and owner notification prior to or following impoundment.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Public hearing only.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2026		

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AMENDING CHAPTER 10.16 OF THE BLACK DIAMOND MUNICIPAL CODE, IMPOUNDING AND STORAGE OF VEHICLES, TO MODERNIZE THE CHAPTER AND TO ADD PROVISIONS REGARDING TOWING ELECTRIC MOTORCYCLES AND ELECTRIC BICYCLES AND MOTORIZED SCOOTERS FROM PUBLIC PROPERTY AND RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, vehicles illegally parked within the public right-of-way and other public areas may present a hazard to the public by impeding first responders' vehicles, block driveway access, or unlawfully occupy parking reserved for the public; and

WHEREAS, Chapter 46.55 of the Revised Code of Washington ("RCW") authorizes law enforcement, authorized regional transit authority representatives, or public officials with jurisdiction to impound vehicles under circumstances set out in state law; and

WHEREAS, RCW 46.55.240 authorizes cities to, by ordinance, authorize other impound circumstances that may arise locally upon the public right-of-way or other publicly owned or controlled property;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Chapter 10.16 of the Black Diamond Municipal Code, Impounding and Storage of Vehicles is hereby amended as shown in Exhibit A hereto.

Section 3. Each and every provision of this Ordinance is severable. If any provision of this Ordinance is found to be unconstitutional or otherwise unenforceable or contrary to

law by a court of competent jurisdiction, that finding shall not affect the validity of the remaining provisions, which shall remain in force and effect.

Section 4. 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 A MAJORITY OF THE CITY COUNCIL AT A MEETING HELD ON THE ___th DAY OF _____, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

Published: _____

Posted: _____

Effective Date: _____

Chapter 10.16 IMPOUNDING AND STORAGE OF VEHICLES

Sections:

10.16.010 ~~Incorporation of state law by reference~~ Purpose.

All impoundments authorized by the City shall be conducted in accordance with state law, as prescribed by Chapter 46.55 RCW, which is hereby adopted by reference and incorporated into this chapter. Other than impounds authorized under RCW 46.55.113(2)(e) which may include a mandatory period of impoundment, an officer's decision to have a vehicle towed and impounded under Chapter 46.55 RCW is discretionary, considering reasonable alternatives, and remedial in order to preserve the public health, safety, and welfare by removing obstructions and hazards in public ways and spaces; reducing the risk posed to public safety by a vehicle accessible to a driver who is reasonably believed to have violated traffic laws; and securing and protecting property, both public and private. An impound decision is not punitive in nature. Therefore, if a police officer elects to have a vehicle towed and impounded under Chapter 46.55 RCW, the police officer shall not also issue an infraction for any civil violation that relates solely to the manner in which the vehicle is parked, stopped, or otherwise located. This limitation, however, does not apply to any criminal charges or to any infractions issued for moving, licensing, registration, inspection, or insurance violations. Chapter 46.55 RCW of the 1985 Legislative Session, and amendments thereto, are incorporated by reference.

(Ord. 344 § 2, 1987)

10.16.020 ~~Copies available for inspection~~ Definitions.

For the purpose of this chapter:

"Impoundment" means removal of a vehicle to a storage facility either by a law enforcement officer of the Black Diamond Police Department or by a contractor for towing and storage in response to a request from a law enforcement officer.

"Unauthorized vehicle" means a vehicle (regardless of physical condition) that is subject to impoundment after being left unattended in a public location under the circumstances described in BDMC 10.16.030.

"Vehicle" means device capable of being moved upon a public street and in, upon, or by which any persons or property is or may be transported or drawn upon a public street. "Vehicle" excludes a power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks.

The city clerk-treasurer of the city shall have available for the public inspection during regular working hours a copy of RCW Chapter 46.55 for inspection by the public.

~~(Ord. 344 § 3, 1987)~~

10.16.030 Authority to impound—~~Additional situations~~Notice.

A. *Impoundment Without Notice.* A vehicle may be impounded with or without citation and without giving prior notice to its owner as required in BDMC 10.16.050 only under the following circumstances:

1. When the vehicle is impeding or is likely to impede the normal flow of vehicular or pedestrian traffic.
2. When the vehicle is illegally parked in a conspicuously posted restricted zone where parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days or at all times, and where such vehicle is interfering with the proper and intended use of such zones.
3. When a vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16A RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked, whether the space is provided on private property without charge or on public property.
4. When the vehicle poses an immediate danger to the public safety.
5. When a police officer has probable cause to believe that the vehicle is stolen or used in the commission of a felony offense.
6. When the vehicle is in a publicly owned or controlled parking facility, properly posted under RCW 46.55.070.
7. When the vehicle is used or operated in violation of any law, ordinance, or regulation.
8. When impound without notice is otherwise authorized by law.

B. *When Notice Is Required.* A vehicle may be impounded for the reasons in subsections (B)(1) and (B)(2) of this section only after a notification sticker meeting the requirements of RCW 46.55.085 has been attached to and conspicuously displayed on the vehicle for a period of at least 24 hours prior to such impoundment. If the vehicle has current Washington registration plates, the officer shall check the records to learn the identity of the last owner of record. The officer or his or her department shall make a reasonable effort to contact the owner in person or by telephone or first-class mail in order to give the owner the information on the notification sticker.

1. When such vehicle is parked in violation of any law, ordinance or regulation.
2. When such vehicle is left unattended without authorization on City owned nonhighway property not posted in accordance with RCW 46.55.070.

C. *Removal for Safekeeping Prior to Impoundment.* Prior to an impoundment conducted pursuant to subsection A or B of this section, an officer may, but is not required to, remove and temporarily hold the vehicle at a City facility for pickup by the vehicle's owner. If arrangements for prompt pickup by the vehicle owner cannot be made, the vehicle will be impounded, and notice will be provided within 24 hours of that time pursuant to BDMC 10.16.050.

~~In accordance with Section 46.55.240 RCW the city adopts other situations in which an impound is authorized as set forth in Section 10.20.010(B).~~

~~(Ord. 344 § 4, 1987)~~

~~(Ord. No. 1136, § 4, 2-6-2020)~~

10.16.040 Impound authorization form~~Impoundment of vehicle where driver is arrested for a violation of RCW 46.20.005, 46.20.015, 46.20.342, 46.20.420, 46.61.502, 46.61.504~~—Period of impoundment.

Whenever an officer impounds a vehicle pursuant to the provisions of this chapter, the officer shall complete an authorization form approved by the Chief of Police which specifies the section of this chapter or Chapter 46.55 RCW authorizing the impound and includes all other information required by law. The impound authorization form may include a law enforcement notice of infraction or citation for an offense for which an impound is authorized.

- ~~A. Whenever the driver of a vehicle is arrested or cited for a violation of RCW 46.20.005, 46.20.015, 46.20.342, 46.20.420, 46.61.502, 46.61.504, the vehicle is subject to impoundment at the direction of a police officer.~~
- ~~B. Whenever the driver of a vehicle is arrested or cited for a violation of RCW 46.20.005, 46.20.015, 46.20.420, 46.61.502, 46.61.504, or 46.20.342(1)(c) and the driver has not been convicted one or more times of a violation of RCW 46.20.342 or similar local ordinance within the past five years, then the vehicle may be released as soon as all the requirements of Section 10.16.050A are satisfied.~~
- ~~C. If a vehicle is impounded because the driver is arrested for a violation of RCW 46.20.342(1)(c) and the Washington Department of Licensing's records show that the driver has been convicted one time of a violation of RCW 46.20.342 or similar local ordinance within the past five years, the vehicle shall be impounded for fifteen days.~~
- ~~D. If a vehicle is impounded because the driver is arrested for a violation of RCW 46.20.342(1)(c) and the Washington Department of Licensing's records show that the driver has been convicted two or more times of a violation of RCW 46.20.342 or similar local ordinance within the past five years, the vehicle shall be impounded for thirty days.~~
- ~~E. If a vehicle is impounded because the driver is arrested for a violation of RCW 46.20.342(1)(a) or (b) and the Washington Department of Licensing's records show that the driver has not been convicted of a violation of RCW 46.20.342(1)(a) or (b) or similar local ordinance within the past five years, the vehicle shall be impounded for thirty days.~~

~~F. If a vehicle is impounded because the driver is arrested for a violation of RCW 46.20.342(1)(a) or (b) and the Washington Department of Licensing's records show that the driver has been convicted one time of a violation of RCW 46.20.342(1)(a) or (b) or similar local ordinance once within the past five years, the vehicle shall be impounded for sixty days.~~

~~G. If a vehicle is impounded because the driver is arrested for a violation of RCW 46.20.342(1)(a) or (b) and the Washington Department of Licensing's records show that the driver has been convicted of a violation of RCW 46.20.342(1)(a) or (b) or similar local ordinance two or more times within the past five years, the vehicle shall be impounded for ninety days.~~

~~{Ord. 663 § 1, 1999}~~

10.16.050 Notice to owner of impounded vehicle

A. Not more than 24 hours after impoundment of any vehicle made pursuant to this chapter, a notice of impound, hereinafter referred to as the impound report, and notice of redemption and opportunity for a hearing shall be mailed to the registered owner and legal owner of an impounded vehicle, as may be disclosed by the vehicle license number, or vehicle identification number (VIN), if such be obtainable, unless the impound report shall be mailed to the registered owner at the address provided by the Washington State Department of Licensing, or the corresponding government agency. If the person requesting the impound has reason to believe that the registered owner is residing or is in custody at some different address known to the requestor, a copy of the impound report and notice of the right of redemption and opportunity for a hearing shall be sent to that address. The impound report shall contain the particulars of the impoundment, the name, phone number and address of the tow company involved, and location of storage of the vehicle if not that company's address.

B. Written notice of redemption and opportunity for a hearing as set forth on a form with information required by Chapter 46.55 RCW and a copy of the tow and storage receipt shall be given by the tow company to each person who seeks to redeem an impounded vehicle. The tow company shall maintain a record evidenced by the redeeming person's signature that such notification was provided.

10.16.0650 Redemption of impounded vehicles; right to a hearing.

Vehicles impounded by the city shall be redeemed only under the following circumstances: in accordance with RCW 46.55.120.

-
- A. Any person seeking to redeem an impounded vehicle under this section has a right to a hearing in the City of Black Diamond Municipal Court to contest the validity of the impoundment or the amount of towing and storage charges. Any request for a hearing shall be made in writing on the form provided for that purpose and must be received by the appropriate court within 10 days of the date the opportunity was provided for in this section and more than five days before the date of the auction. At the time of the filing of the hearing request, the petitioner shall pay to the court clerk a filing fee in the same amount required for the filing of a suit in district court. If the hearing request is not received by the court within the 10-day period, the right to a hearing is waived and the registered owner is liable for any towing, storage, or other impoundment charges permitted under this chapter. Upon receipt of a timely hearing request, the court shall proceed to hear and determine the validity of the impoundment. Only the registered owner, a person authorized by the registered owner, or one who has purchased the vehicle from the registered owner, who produces proof of ownership or authorization and signs a receipt therefor, may redeem an impounded vehicle. A person redeeming a vehicle impounded pursuant to Section 10.16.040 must prior to redemption establish that he or she has a valid driver's license and is in compliance with RCW 46.30.020. A vehicle impounded pursuant to subsections C to G of Section 10.16.040 can be released only pursuant to a written order from the court.
- B. Post Impoundment Hearing Procedure.
1. The court, within five days after the request for a hearing, shall notify the registered tow truck operator, the person requesting the hearing if not the owner, the registered and legal owners of the vehicle or other item of personal property registered or titled with the department, and the person or agency authorizing the impound in writing of the hearing date and time.
 2. At the hearing, the person or persons requesting the hearing may produce any relevant evidence to show that the impoundment, towing, or storage fees charged were not proper. The court may consider a written report made under oath by the officer who authorized the impoundment in lieu of the officer's personal appearance at the hearing.
 3. At the conclusion of the hearing, the court shall determine whether the impoundment was proper, whether the towing or storage fees charged were in compliance with the posted rates, and who is responsible for payment of the fees. The court may not adjust fees or charges that are in compliance with the posted or contracted rates.
 4. If the impoundment is found proper, the impoundment, towing, and storage fees as permitted under this chapter together with court costs shall be assessed against the person or persons requesting the hearing, unless the operator did not have a signed and valid impoundment authorization from a private property owner or an authorized agent.
 5. If the impoundment is determined to be in violation of this chapter, then the registered and legal owners of the vehicle or other item of personal property registered or titled

with the department shall bear no impoundment, towing, or storage fees, and any security shall be returned or discharged as appropriate, and the person or agency who authorized the impoundment shall be liable for any towing, storage, or other impoundment fees permitted under this chapter. The court shall enter judgment in favor of the registered tow truck operator against the person or agency authorizing the impound for the impoundment, towing, and storage fees paid. In addition, the court shall enter judgment in favor of the registered and legal owners of the vehicle, or other item of personal property registered or titled with the department, for the amount of the filing fee required by law for the impound hearing petition as well as reasonable damages for loss of the use of the vehicle during the time the same was impounded against the person or agency authorizing the impound. However, if an impoundment arising from an alleged violation of RCW 46.20.342 or 46.20.345 is determined to be in violation of Chapter 46.55 RCW, then the law enforcement officer directing the impoundment and the government employing the officer are not liable for damages if the officer relied in good faith and without gross negligence on the records of the department in ascertaining that the operator of the vehicle had a suspended or revoked driver's license. If any judgment entered is not paid within 15 days of notice in writing of its entry, the court shall award reasonable attorneys' fees and costs against the defendant in any action to enforce the judgment. Notice of entry of judgment may be made by registered or certified mail, and proof of mailing may be made by affidavit of the party mailing the notice. The form of the notice shall be in accordance with the form in RCW 46.55.120(3)(e).

C. *Fees and Costs.* Responsibility for the costs of impound, towing, storage, and court fees shall be assessed in accordance with Chapter 46.55 RCW, subject to the prohibition against excessive fines in the 8th Amendment to the U.S. Constitution.

D. *Appeal.* A decision made by the Black Diamond Municipal Court may be appealed to King County Superior Court no later than 30 days following the Black Diamond Municipal Court's entry of the decision.

~~Any person so redeeming a vehicle impounded by the city shall pay the towing contractor for costs of impoundment removal, towing and storage prior to redeeming such vehicle, except as provided for by subsection C of this section. Such towing contractor shall accept payment as provided in RCW 46.55.120(1)(b) as now or hereafter amended. If the vehicle was impounded pursuant to Section 10.16.040 and was being operated by the registered owner when it was impounded, it may not be released to any person until all penalties, fines or forfeitures owed by the registered owner have been satisfied.~~

~~C. The Black Diamond Municipal Court is authorized to release a vehicle impounded pursuant to Section 10.16.040(C) to (G) prior to the expiration of any period of impoundment upon petition of the spouse of the driver based on economic or personal hardship to such spouse resulting from the unavailability of the vehicle and after consideration of the threat to public safety that may result from release of the vehicle including, but not limited to, the~~

~~driver's criminal history, driving record, license status, and access to the vehicle. If such release is authorized, the person redeeming the vehicle still must satisfy the requirements of subsections A and B of this section.~~

~~D. Any person seeking to redeem a vehicle impounded as a result of a parking or traffic citation has a right to a municipal court hearing to contest the validity of an impoundment or the amount of removal, towing, and storage charges if such request for hearing is in writing, in a form approved by the Black Diamond municipal court and signed by such person, and is received by the Black Diamond municipal court within ten days (including Saturdays, Sundays and holidays) of the date the notice was given to such person by the registered tow truck operator pursuant to RCW 46.55.120(2)(a). Such hearing shall be provided as follows:~~

- ~~1. If all of the requirements to redeem the vehicle, including expiration of any period of impoundment under Section 10.16.040, have been satisfied, then the impounded vehicle shall be released immediately and a hearing as provided for in Section 10.16.060 shall be held within ninety days of the written request for hearing.~~
- ~~2. If not all of the requirements to redeem the vehicle, including expiration of any period of impoundment under Section 10.16.040, have been satisfied, then the impounded vehicle shall not be released until after the hearing provided pursuant to Section 10.16.060, which shall be held within ten days (excluding Saturdays, Sundays and holidays), but no later than the next available court date, from the written request to the court for hearing.~~
- ~~3. Any person seeking a hearing who has failed to request such hearing within the time specified in subsection D of this section may petition the Black Diamond municipal court for an extension of time to file a request for hearing. Such extension shall only be granted upon the demonstration of good cause as to the reason(s) the request for hearing was not timely filed. For the purposes of this section, good cause shall be defined as circumstances beyond the control of the person seeking the hearing that prevented such person from filing a timely request for hearing. In the event such extension is granted, the person receiving such extension shall be granted a hearing in accordance with this chapter.~~
- ~~4. If a person fails to file a timely request for hearing and no extension to file such a request has been granted, the right to a hearing is waived, the impoundment and the associated costs of impoundment are deemed to be proper, and the city shall not be liable for removal, towing, and storage charges arising from the impoundment.~~

~~{Ord. 663 § 2, 1999}~~

~~{Ord. No. 1014, § 1, 11-7-2013}~~

10.16.060 Record of impounded vehicles. ~~Post-impoundment hearing procedure.~~

The Black Diamond Police Department shall keep, ~~and make available for inspection,~~ a record of all vehicles impounded under the provisions of this chapter. The record shall include at least the following information:

- A. Vehicle make, year and model;
- B. Vehicle license number and state of registration;
- C. Vehicle identification number, if ascertainable;
- D. Such other descriptive information as the Chief of Police deems useful for purposes of vehicle identification;
- E. Name of impounding officer and serial number;
- F. Reason for impoundment, and the time, date and location the approved towing company took custody; and
- G. The written tow authorization form.

~~Hearings requested pursuant to Section 10.16.050 shall be held in the Black Diamond municipal court, which court shall determine whether the impoundment was proper and whether the associated removal, towing, and/or storage fees were proper.~~

- ~~A. At the hearing, an abstract of the driver's driving record is admissible without further evidentiary foundation and is prima facie evidence of the status of the driver's license, permit, or privilege to drive and that the driver was convicted of each offense shown on the abstract. In addition, a certified vehicle registration of the impounded vehicle is admissible without further evidentiary foundation and is prima facie evidence of the identity of the registered owner of the vehicle.~~
- ~~B. If the impoundment is found to be proper, the court shall enter an order so stating. In the event that the costs of impoundment, removal, towing, and storage have not been paid or any other applicable requirements of Section 10.16.050A and B have not been satisfied or any period of impoundment under Section 10.16.040 has not expired, the court's order shall also provide that the impounded vehicle shall be released only after payment to the city of any fines imposed on any underlying traffic or parking infraction and satisfaction of any other applicable requirements of Section 10.16.050A and B.~~
- ~~C. If the impoundment is found to be improper, the court shall enter an order so stating and order the immediate release of the vehicle. If the costs of impoundment have already been paid, the court shall enter judgment against the city and in favor of the person who has paid the costs of impoundment in the amount of the costs of the impoundment.~~
- ~~D. In the event that the court finds that the impound was proper, but that the removal, towing, storage fees charged for the impoundment were improper, the court shall determine the correct fees to be charged. If the costs of impoundment have been paid, the~~

~~court shall enter a judgment against the city and in favor of the person who has paid the costs of impoundment for the amount of the overpayment.~~

~~E. No determination of facts made at a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution and such determination shall not preclude litigation of those same facts in a subsequent criminal prosecution.~~

~~F. As to any impoundment arising from an alleged violation of RCW 46.20.342 or 46.20.420, if it is determined to be improper, then the law enforcement officer directing the impoundment and the government employing the officer are not liable for damages if the officer relied in good faith and without gross negligence on the records of the department in ascertaining that the operator of the vehicle had a suspended or revoked driver's license.~~

~~{Ord. 663 § 3, 1999}~~

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: June 16, 2026	AB26-072
Resolution authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and the Black Diamond Police Officers Association	Mayor John Adler	
	City Administrator - Kevin O'Neill	X
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	X
	Com Dev – Hal Hart	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): See below	Public Works – Scott Hanis	
Fund Source: General Fund	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input checked="" type="checkbox"/> City Administrator		
Attachments: Resolution; Collective Bargaining Agreement (clean and redline versions)		
SUMMARY STATEMENT:		
<p>The City’s negotiating team consisting of Sofia Mabee, Summit Law Group, City Administrator Kevin O’Neill, Police Chief Jamey Kiblinger, Commander Brian Martinez, and City Clerk/HR Manager Brenda Martinez were able to reach a tentative agreement with the Association for a new three (3) year Collective Bargaining Agreement (“CBA”) effective January 1, 2026 through December 31, 2028. The Association has approved the CBA and the City’s negotiating team is recommending ratification by the City Council.</p> <p>The new Collective Bargaining Agreement was negotiated as directed by the City Council for the term of the agreement. The next step in the process will be to bring forward a new salary schedule for adoption at the July 7, 2026, Council meeting.</p> <p>FISCAL NOTE (Finance Department): The 2026 Budget was made without a firm understanding as to what the Police Department CBA would be, due to the ongoing negotiation process. It is unlikely, but possible, that a budget amendment may have to be made at the end of the year.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1750, authorizing the Mayor to execute the Collective Bargaining Agreement between the City of Black Diamond and the Black Diamond Police Officers Association.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
June 16, 2026		

RESOLUTION NO. 26-1750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLACK DIAMOND AND BLACK DIAMOND POLICE OFFICERS ASSOCIATION

WHEREAS, the Black Diamond Police Officers Association (the "Association") is the authorized bargaining representative for the Black Diamond Police Officers; and

WHEREAS, the Association was formed in 2008; and

WHEREAS, the current agreement ended on December 31, 2025; and

WHEREAS, the City negotiating team has reached tentative agreement with the Association for a new three-year Collective Bargaining Agreement ("CBA") effective January 1, 2026 through December 31, 2028 (attached hereto as Exhibit A) and the City negotiating team has recommended that the City Council ratify the CBA; and

WHEREAS, the Association has approved the CBA; and

WHEREAS, the Council has reviewed the CBA and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA;

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 CBA as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2026.

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

**BLACK DIAMOND POLICE OFFICERS
ASSOCIATION**

January 1, 2026 – December 31, 2028

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	ASSOCIATION SECURITY	3
ARTICLE 3	CHECK-OFF OF DUES	4
ARTICLE 4	WORK SCHEDULE	4
ARTICLE 5	OVERTIME	5
ARTICLE 6	HOLIDAYS.....	6
ARTICLE 7	VACATIONS	7
ARTICLE 8	SICK LEAVE	8
ARTICLE 9	BEREAVEMENT LEAVE	11
ARTICLE 10	JURY DUTY	11
ARTICLE 11	OTHER LEAVES.....	12
ARTICLE 12	SENIORITY.....	12
ARTICLE 13	PROMOTIONS, DEMOTIONS AND TRANSFERS.....	13
ARTICLE 14	LAYOFFS AND RECALL	13
ARTICLE 15	HEALTH AND WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE.....	13
ARTICLE 16	DISCIPLINARY PROCEDURES	14
ARTICLE 17	UNIFORMS, WEAPONS AND EQUIPMENT	16
ARTICLE 18	GREIVANCE PROCEDURE	17
ARTICLE 19	NON-REDUCTION OF WAGES AND WORKING CONDITIONS	20
ARTICLE 20	STRIKES AND LOCKOUTS	20
ARTICLE 21	ASSOCIATION REPRESENTATION	21
ARTICLE 22	BULLETIN BOARD	21
ARTICLE 23	NON-DISCRIMINATION	21
ARTICLE 24	WAGES.....	21
ARTICLE 25	SEPARABILITY.....	23
ARTICLE 26	MILEAGE ALLOWANCE.....	23
ARTICLE 27	TAKE HOME CARS.....	23
ARTICLE 28	CONFLICT OF CONTRACT AND ORDINANCE	23
ARTICLE 29	MANAGEMENT RIGHTS	23
ARTICLE 30	BILL OF RIGHTS	24
ARTICLE 31	LIABILITY INSURANCE.....	26
ARTICLE 32	TERMINATION AND RENEWAL	26
APPENDIX A	28

**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association, hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and working conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

2.1 The Employer agrees that all employees covered under this agreement shall have the right to join the Association. Employees with questions about Association membership shall consult with an Association or FOP representative.

2.2 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.

2.3 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

- 2.4 The Association shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to the Employer's business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.
- 2.5 The Association may use the City's premises for Association meetings, provided space is available and there is no disruption to City business. On-duty Association members may attend Union meetings, provided they remain available to complete daily work tasks and respond to emergencies.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall deduct Association dues from the wages of each employee in the bargaining unit who authorizes the deduction in accordance with RCW 41.80.100, with a copy of the authorization given to the Employer and the Association for certification purposes. Employees requesting to revoke their authorization for deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's

vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.

- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.3 If the Department decides to fill a vacant patrol officer shift during the year to a non-probationary employee, the most senior patrol officer has the option to bid into the shift, and any resulting vacancies will be filled using the same process.
- 4.4 The City will provide seven calendar days' notice of adjustments to an officer's regularly-scheduled shift. Notice will be provided via email and/or text for any schedule change. Overtime will be paid for adjustments made with less than seven calendar days' notice, paid for those hours falling outside of an officer's regularly-scheduled shift.
- 4.5 The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by Article 4.4 shall not apply during staffing emergencies or public emergencies (as determined by the Chief or Commander). Staffing and public emergencies are defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule. Emergencies shall not formally include holidays, vacation, court appearances, training sessions, and other special events that could otherwise be foreseen and scheduled seven days in advance. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.
- 4.6 All paid time off (vacation, holiday, compensatory time off) requests are subject to approval or denial.

ARTICLE 5 - OVERTIME

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided paid leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than eight (8) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 8 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift.

- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day off that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay. If an employee is called back to work due to the employee's own failure to perform necessary work tasks (e.g., failure to complete an urgent probable cause report before leaving the last shift worked, failure to submit monthly productivity stats on time, etc.), the employee will be paid only the time actually worked, excluding travel time.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.
- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a three (3) hour minimum. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee, which shall be subject to approval or denial by the Chief or designee.
- 5.7 At the start of each calendar month, sergeants of the Department shall receive three (3) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Should the City have an unfilled sergeant position, or when a sergeant is on leave for one (1) or more consecutive calendar months without a replacement, the amount of compensatory time off per calendar month shall increase to four (4) hours and shall remain at this rate until sergeant staffing levels are restored. A sergeant is eligible for compensatory time off only in those calendar months in which the sergeant works at least one (1) shift (i.e., compensatory time is not provided to sergeants on an extended leave of absence). Sergeants may elect to bank the compensatory time earned under Article 5.7, provided they do not exceed the 40-hour bank maximum listed in Article 5.6. Once this 40-hour bank limit is reached, any additional compensatory time earned by sergeants under Article 5.7 shall be scheduled and used in the calendar month in which it is earned.

5.8 The Department will maintain a mandation list by seniority for officers. Mandates will be issued by text or email. When an officer is scheduled for a mandate, the list will be updated. The list will be stored on the S drive. The list does not reset annually; it may be updated due to personnel changes.

ARTICLE 6 - HOLIDAYS

6.1 Each full time Employee shall receive 120 hours of holiday time in lieu of holidays. If the City recognizes more than 12 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received, with exception for the carry over provided in Article 6.3. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee whose shift starts on a holiday shall be paid overtime for the entire shift (for example, an employee starting a 10-hour shift at 8:00 PM on Christmas shall be paid overtime for 10 hours). Provided, if, during any holiday, an off-duty Employee is called to duty, they shall be compensated at the double time rate (2x). In addition, any employee who already qualifies for overtime based on the hours worked in Article 5.1, and who is subsequently assigned to work the Fourth of July or Labor Day, or any portion thereof, shall be compensated at the overtime rate of double time (2x).

6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.

6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month
Beginning of 20 th year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing ninety (90) days of employment or successful completion of field training, whichever is later. Accrued vacation shall not exceed 288 hours

at any time. For purposes of establishing annual vacation accruals, lateral hires who have successfully completed at least one (1) year of service with a full commission at another U.S. law enforcement agency, or as a member of the military police of any branch of the U.S. armed forces, may be credited with their prior years of service. To earn credit, the past experience at another agency must have been within the past 24 months from the date of hire at the City. At the discretion of the Chief, for purposes of establishing annual vacation accruals, credit for prior years of service may also be extended to lateral hires with limited commissions at other agencies.

Effective January 1, 2020, any current bargaining unit employee with eligible previous lateral experience shall have their vacation accruals adjusted to account for the prior service.

- 7.2 Vacation Bid Process: Employees shall choose vacation by seniority at the City. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by seniority at the City, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on July 4th, Labor Day,. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.
- 7.4 Beginning in 2026, employees who have a minimum of 120 hours of accrued vacation on November 1 are eligible to cash out up to 40 hours of accrued vacation in their final paycheck of the year. Employees must notify the Employer in writing of their election to cash out vacation hours on or before November 15.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month. Employees are allowed to accrue an unlimited amount of sick leave during the calendar year, however, they have a maximum accrual carryover of one thousand and four hundred and forty (1,440) hours from one

calendar year to the next, with any excess hours deemed surrendered at the end of each year.

8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, if feasible, or as soon thereafter as practicable in the event of an emergency or unforeseeable sick leave absence. If necessary, an employee may designate another person (e.g., family member, friend, co-worker) to provide notice on his/her behalf. An employee may be required by the Employer to provide medical verification confirming that sick leave was taken for an authorized purpose when the employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the Employer.

8.3 Employees noted in 8.1 above are entitled to use sick leave for the following authorized purposes:

8.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

8.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

8.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government; and-

8.3.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76; and

8.3.5 To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

8.3.5 Solely for purposes of defining authorized sick leave usage under Section 8.3, “family member” shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; (g) sibling; or (h) any individual who regularly resides in the employee’s home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care (excluding an individual who simply resides in the same home with no expectation that the employee care for the individual).

8.3.6 Employees shall make reasonable attempts to schedule routine/preventative medical, dental, and vision appointments during their off-duty time so as not to impact Department staffing levels.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual shall then use accrued vacation.

8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate. The cash out rate will increase to 50% for employees who retire from the City, meeting LEOFF plan requirements, with at least 20 years of completed service with the City.

If an employee separates from the City without retiring and/or meeting LEOFF plan requirements, that employee is eligible to cash out their sick leave balance at their current straight time rate as follows:

Hire date-12 months	0%
Year 1-5	10%
Year 6-12	20%
Year 13-20	30%
Year 21-24	40%
Year 25+	50%

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.7.1 Eligible employees are covered by Washington's Paid Family- and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

8.7.2. Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022 or as otherwise determined by the State, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.

8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to

bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to forty (40) hours of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional thirty (30) hours of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between their regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority. Recall from layoff shall be done in order of seniority, with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold their position at the time of recall.

14.2 The period for recalling a laid-off employee shall be limited to eighteen (18) months beginning on the date of the layoff. The Employer reserves the right to extend the eighteen (18) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Kaiser Permanente \$200 AD Plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.

15.2 For AWC HealthFirst 250 or AWC Kaiser Permanente \$200 AD Plan, the City will pay 100% of the employee-only portion of the monthly medical premium. Employees shall pay 10% of the cost of monthly medical premiums for dependents.

15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.

15.4 Each full-time employee shall be paid a sum of \$770 with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability and life insurance coverage. However, the parties agree that this additional sum is income, not a benefit, and the Employer has no responsibility for providing supplemental disability or life insurance. During the term of this Agreement, should the annual cost of the FOP's disability and life insurance premiums exceed \$770, the next lump-sum payment to employees shall increase to match (for example, if the cost of annual premiums reaches \$780, the January payment to employees shall equal \$780). Before annual checks are issued, the Association shall timely notify the City of a premium increase to the FOP plan. The parties agree to this arrangement as a

replacement to the WACOPS disability/life coverage previously paid directly by the Employer.

- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.6 HRA/VEBA. The City will establish HRA/VEBA accounts for each bargaining unit employee who has successfully completed the probationary period. To be eligible for an HRA/VEBA, an employee must be enrolled in one of the City's AWC health plans, as specified in Article 15.1.

The City shall contribute \$100 per month to each employee's HRA/VEBA.

Employees shall pay all administrative fees or other costs charged by the HRA/VEBA administrator. If the election is made by the bargaining unit, employees eligible for the cash-out of vacation (Article 7.3) and/or sick leave (Article 8.6), who separate from the City in accordance with the terms of this Agreement, shall have their eligible hours deposited into their HRA/VEBA accounts in lieu of a cash payment. Should the bargaining unit change its election for a calendar year, it shall notify the City no later than October 31 of the previous year. No contribution to HRA/VEBAs will be allowed that trigger tax liability under the "Cadillac Tax" of the Affordable Care Act; if such tax liability is expected, the parties agree to reopen this Agreement solely for purposes of bargaining alternatives.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
 - A. Verbal Warning
 - B. Written reprimand
 - C. Reassignment for disciplinary purposes that results in an adverse economic impact
 - D. Suspension without pay
 - E. Demotion (where applicable)
 - F. Discharge

Written counseling and coaching statements are not formal discipline and may not be used to support progressive discipline; provided, however, written counseling/coaching statements can be used by the Employer to prove just cause notification in the case of subsequent disciplinary actions.

- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of the employee's personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years

thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 4-3.101.135.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms as listed:

- 1 Class A long sleeve shirt
- 1 Class A pants

For daily wear, new-hires shall have their choice of the following options:

Option A: One (1) jumpsuit, one (1) pair Class B pants, one (1) Class B short-sleeve shirt, and one (1) Class B long-sleeve shift.

Option B: Three (3) pairs Class B pants, three (3) Class B short-sleeve shirts, and two (2) Class B long-sleeve shirts.

- 1 tie
- 1 tie clip
- 1 metal name plate
- 1 pair shoes (maximum price of \$150)
- 1 baseball cap
- 1 dress cap
- 1 jacket with shoulder and badge patch, 1 x 5 name tape
- 1 ALS mid-ride level 3 holster
- 1 TASER holster
- 1 nylon duty belt liner, hook and loop
- 1 nylon belt keeper 4-pack
- 1 nylon double cuff case
- 1 nylon MK-4 pepper-spray holder with flap
- 1 nylon expandable baton holder
- 1 nylon 2.25" duty belt
- 1 nylon double magazine pouch
- 1 portable radio holder

The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.

- 17.3 Each calendar year, excluding the calendar year of hire, a \$750 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance. Effective January 1, 2026, the uniform allowance for Detectives shall be \$800.

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed

by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.

18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. Referring a grievance to mediation requires mutual agreement by the City and the Association. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the City in writing by certified mail of submission to arbitration within twenty (20) working days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) working days, if possible, after the request is made to arbitrate.

2. Arbitrators for disciplinary grievances shall be assigned by the Public Employment Relations Commission in accordance with state law (RCW 41.58.070).

3. For all other grievances, if the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case.

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first

securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

- 22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate all genders.
- 23.4 Employees may process a grievance for violation of this Article to Step 2 of the grievance process as defined in this Agreement. Failing to reach a resolution at Step 2, the employee may take the issue to the appropriate government agency (e.g. EEOC, Washington State Human Rights Commission, and/or PERC) for investigation and appropriate action in lieu of pursuing a grievance to arbitration in Step 3.

ARTICLE 24 – WAGES

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 Wage rates for the term of this Agreement are listed in Appendix A. Wage rates are subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), longevity pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.
- 24.3 The following specialties shall be subject to a maximum stacking percentage of 6%.

24.3.1 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Degree or 4% for a Bachelor Degree and 6% for a Master degree.

24.3.2 Effective the first day of the first payroll period after ratification of the Agreement by both parties, the employees assigned as Firearms Instructor, Taser Instructor, and Defensive Tactics Instructor shall receive a premium of one percent (1%) of their base rate of pay each month for each Instructor assignment (Firearms, Taser, and DT). Assignments shall normally be a minimum of three (3) years. The employees assigned to the positions must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate the positions based upon the needs of the City.

24.4 Employees assigned by the Chief to act as a Field Training Officer shall be paid an additional premium of four percent (4%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.

24.5 Employees assigned by the Chief to act as a Detective shall be paid an additional premium of four percent (4%) of the base rate of pay each month in recognition of on-call responsibilities. There shall be no pyramiding of premium pays.

24.5 During the term of this Agreement, should the City staff a K-9, the parties agree to reopen this Agreement solely for purposes of bargaining a K-9 handler premium and/or compensation for the at-home care/training of the K-9.

24.6 The employee assigned as Commercial Vehicle Officer (CVO) shall receive a premium of three percent (3%) of the base rate of pay each month. Assignments to CVO shall normally be five (5) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

24.7 LONGEVITY – Longevity pay shall be added to an employee’s base pay according to the following schedule:

Upon completion of 5 years of service with the City: 3%

Upon completion of 10 years of service with the City: 4%

Upon completion of 15 years of service with the City: 5%

Upon completion of 20 years of service with the City: 6%

Upon completion of 25 years of service with the City: 7%

Longevity is paid monthly as a premium added to base wages and is not cumulative. Longevity is not considered a premium for purpose of stacking with other incentive pay.

- 24.8 DEFERRED COMPENSATION – The Employer participates in the Washington State Deferred Compensation Program. Employees may voluntarily participate to save for retirement. The Employer shall match an employee's contribution on a monthly basis up to \$150.00 per month. Participation in the Washington State Deferred Compensation Program shall be subject to Program rules and IRS regulations. Effective the first pay period after ratification of this Agreement by both parties, the Employer's match shall be up to \$200.00 per month for an employee who has five or more years of continuous service to the Employer.
- 24.9 An employee assigned as Corporal will receive a premium of five percent (5%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

ARTICLE 25 - SEPARABILITY

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

- 26.1 All employees required by the Chief of Police to use their personal cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an

officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.
- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

30.1 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Investigations into citizen complaints or other policy violations shall be conducted under the following general guidelines:

30.1.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, at least 24 hours prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether they are suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. If a formal investigatory interview is based on a citizen or employee written complaint, during the interview the employee shall be provided a copy of the written complaint before being questioned, although the City retains the discretion to redact the name of the complainant. All interviews shall be conducted in a manner consistent with due process rights granted by law, including *Weingarten*. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.1.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.1.3 Questioning of the officer shall be with full regard to their constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, the officer shall be fully advised of their rights and obligations under the Garrity decision. The employee shall have the right to retain an attorney of their own choosing, (at no expense to the City of Black Diamond). In accordance with *Weingarten*, the employee has the right to a Association representative and/or Association attorney to be present during any questioning.

30.1.4 An employee who is the subject of a formal investigation shall have a right to make copies of any statement they have signed pertaining to the investigation, and shall be entitled to a copy of any recording of an interview of the employee. During an investigatory interview, should the employee be questioned about any electronic recording (e.g., video footage, audio footage, etc.), the employee and Association representative will first be entitled to review the footage before the employee is subject to questioning about the footage.

30.1.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though they may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

30.1.6 Should the Employer reach a preliminary conclusion that "just cause" exists to discipline an employee with a reassignment, demotion, unpaid suspension, or termination, the employee and the Association shall be provided with the following: (1) A copy of all investigation materials relied upon by the Employer to support the allegation(s) or charge(s); (2) Citation to the directives, policies, procedures, work rules, regulations, or other orders that the Employer alleges were violated; (3) the level of discipline being considered; and (4) copies of any prior discipline records from the employee's file that the Employer intends to rely upon as part of progressive discipline. These materials will be provided to the employee and the Association prior to any *Loudermill* pre-disciplinary meeting.

30.1.7 All formal internal investigations conducted by the Black Diamond Police Department shall normally be completed within 180 calendar days, unless circumstances require otherwise. If the Employer determines that additional time is necessary to complete the investigation, it will provide written notice to both the employee and the Association, notifying them of the delay and the expected date the investigation will be completed.

ARTICLE 31- LIABILITY INSURANCE

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

- 32.1 This agreement shall be in full force and effect from January 1, 2026 until

December 31, 2028.

**CITY OF BLACK DIAMOND,
WASHINGTON**

**BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION**

By: _____
Mayor John Adler

By: _____
Austin Hershaw, President

Date: _____

Date: _____

APPENDIX A

2026 Pay Scale			Step 1	Step 2	Step 3	Step 4
Police Officer			7,637	8,462	9,285	10,066
Police Sergeant			11,218	11,847		

Effective January 1, 2026, employees shall receive a 2.7% increase to base wages. Employees who are employed at the time this Agreement is signed are eligible for retroactive wages.

Effective January 1, 2027, employees shall receive a 3% base wage increase.

Effective January 1, 2028, employees shall receive a base wage increase equal to the June 2026-to-June 2027 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 1.5% and a maximum of 3%.

An officer's wage shall be increased to the next step on their step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

**BLACK DIAMOND POLICE OFFICERS
ASSOCIATION (F.O.P.)**

**January 1, ~~2023-2026~~ – December 31,
~~2025~~2028**

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	ASSOCIATION SECURITY	3
ARTICLE 3	CHECK-OFF OF DUES	4
ARTICLE 4	WORK SCHEDULE	4
ARTICLE 5	OVERTIME	5
ARTICLE 6	HOLIDAYS.....	6
ARTICLE 7	VACATIONS	7
ARTICLE 8	SICK LEAVE	8
ARTICLE 9	BEREAVEMENT LEAVE	11
ARTICLE 10	JURY DUTY	11
ARTICLE 11	OTHER LEAVES.....	12
ARTICLE 12	SENIORITY.....	12
ARTICLE 13	PROMOTIONS, DEMOTIONS AND TRANSFERS.....	13
ARTICLE 14	LAYOFFS AND RECALL	13
ARTICLE 15	HEALTH AND WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE.....	13
ARTICLE 16	DISCIPLINARY PROCEDURES.....	14
ARTICLE 17	UNIFORMS, WEAPONS AND EQUIPMENT	16
ARTICLE 18	GREIVANCE PROCEDURE	17
ARTICLE 19	NON-REDUCTION OF WAGES AND WORKING CONDITIONS	20
ARTICLE 20	STRIKES AND LOCKOUTS	20
ARTICLE 21	ASSOCIATION REPRESENTATION.....	21
ARTICLE 22	BULLETIN BOARD	21
ARTICLE 23	NON-DISCRIMINATION	21
ARTICLE 24	WAGES.....	21
ARTICLE 25	SEPARABILITY.....	23
ARTICLE 26	MILEAGE ALLOWANCE.....	23
ARTICLE 27	TAKE HOME CARS.....	23
ARTICLE 28	CONFLICT OF CONTRACT AND ORDINANCE	23
ARTICLE 29	MANAGEMENT RIGHTS	23
ARTICLE 30	BILL OF RIGHTS	24
ARTICLE 31	LIABILITY INSURANCE.....	26
ARTICLE 32	TERMINATION AND RENEWAL	26
APPENDIX A	28

**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION ~~(F.O.P.)~~**

THIS AGREEMENT is made and entered into by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association ~~(F.O.P.)~~, hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and working conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer agrees that all employees covered under this agreement shall have the right to join the Association. Employees with questions about Association membership shall consult with an Association or FOP representative.
- 2.2 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.3 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

- 2.4 The Association shall be afforded thirty (30) minutes during each newly hired employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to the Employer's business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.
- 2.5 The Association may use the City's premises for Association meetings, provided space is available and there is no disruption to City business. On-duty Association members may attend Union meetings, provided they remain available to complete daily work tasks and respond to emergencies.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall deduct Association dues from the wages of each employee in the bargaining unit who authorizes the deduction in accordance with RCW 41.80.100, with a copy of the authorization given to the Employer and the Association for certification purposes. Employees requesting to revoke their authorization for deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's

vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.

4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

4.3 If the Department decides to fill a vacant patrol officer shift during the year to a non-probationary employee, the most senior patrol officer has the option to bid into the shift, and any resulting vacancies will be filled using the same process.

4.4 The City will provide ~~48 hours~~seven calendar days' notice of adjustments to an officer's regularly-scheduled shift. Notice will be provided via email and/or text for any schedule change. Overtime will be paid for adjustments made with less than ~~48 hours~~seven calendar days' notice, paid for those hours falling outside of an officer's regularly-scheduled shift. ~~A deviation of two (2) hours or less from a regularly-scheduled shift does not qualify as a shift adjustment and does not qualify for overtime payment.~~

Formatted: p1, Justified

4.5 The payment of overtime for shift adjustments is intended to avoid causing inconvenience to officers' personal lives during time off and is not intended to incur overtime liability on a regular basis. The payment of overtime provided by ~~this MOU Article 4.4~~ shall not apply ~~only when the Department is fully staffed and not~~ during staffing emergencies or public emergencies (as determined by the Chief or Commander). Staffing and public emergencies are defined as situations in which the Employer is unable to fulfill present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular schedule. Emergencies shall not formally include holidays, vacation, court appearances, training sessions, and other special events that could otherwise be foreseen and scheduled seven days in advance. For example, having an officer on extended L&I leave for one (1) week or more in duration counts as a staffing emergency. Shift adjustments made by mutual agreement between the Department and the affected officer(s) shall not qualify for overtime payments.

4.6 All paid time off (vacation, holiday, compensatory time off) requests ~~must be submitted with 72 hours' notice or they~~ are subject to approval or denial.

ARTICLE 5 - OVERTIME

5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided paid leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than ~~seven (7)~~eight (8) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether

the time spent is more or less than the regular work day. For example, if the training lasts ~~7-8~~ 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift.

- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their ~~day of rest~~ day off that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay. If an employee is called back to work due to the employee's own failure to perform necessary work tasks (e.g., failure to complete an urgent probable cause report before leaving the last shift worked, failure to submit monthly productivity stats on time, etc.), the employee will be paid only the time actually worked, excluding travel time.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.
- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a three (3) hour minimum. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee, which shall be subject to approval or denial by the Chief or designee. ~~Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.~~
- 5.7 At the start of each calendar month, sergeants of the Department shall receive three (3) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Should the City have an unfilled sergeant position, or when a sergeant is on leave for one (1) or more consecutive calendar months without a replacement, the amount of compensatory time off per calendar month shall increase to four (4) hours and shall remain at this rate until sergeant staffing levels are restored. A sergeant is eligible for compensatory time off only in those calendar months in which the

sergeant works at least one (1) shift (i.e., compensatory time is not provided to sergeants on an extended leave of absence). Sergeants may elect to bank the compensatory time earned under Article 5.7, provided they do not exceed the 40-hour bank maximum listed in Article 5.6. Once this 40-hour bank limit is reached, any additional compensatory time earned by sergeants under Article 5.7 shall be scheduled and used in the calendar month in which it is earned.

5.8 The Department will maintain a mandation list by seniority for officers. Mandates will be issued by text or email. When an officer is scheduled for a mandate, the list will be updated. The list will be stored on the S drive. The list does not reset annually; it may be updated due to personnel changes.

ARTICLE 6 - HOLIDAYS

- 6.1 Each full time Employee shall receive 120 hours of holiday time in lieu of holidays. If the City recognizes more than 12 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received, with exception for the carry over provided in Article 6.3. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee whose shift starts on a holiday shall be paid overtime for the entire shift (for example, an employee starting a 10-hour shift at 8:00 PM on Christmas shall be paid overtime for 10 hours). Provided, if, during any holiday, an off-duty Employee is called to duty, they shall be compensated at the double time rate (2x). In addition, any employee who already qualifies for overtime based on the hours worked in Article 5.1, and who is subsequently assigned to work the Fourth of July or Labor Day, or any portion thereof, shall be compensated at the overtime rate of double time (2x).
- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month

Beginning of 20 th year and thereafter	16 hours per month
---	--------------------

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing ninety (90) days of employment or successful completion of field training, whichever is later. Accrued vacation shall not exceed 288 hours at any time. For purposes of establishing annual vacation accruals, lateral hires who have successfully completed at least one (1) year of service with a full commission at another U.S. law enforcement agency, or as a member of the military police of any branch of the U.S. armed forces, may be credited with their prior years of service. To earn credit, the past experience at another agency must have been within the past 24 months from the date of hire at the City. At the discretion of the Chief, for purposes of establishing annual vacation accruals, credit for prior years of service may also be extended to lateral hires with limited commissions at other agencies.

Effective January 1, 2020, any current bargaining unit employee with eligible previous lateral experience shall have their vacation accruals adjusted to account for the prior service.

- 7.2 Vacation Bid Process: Employees shall choose vacation by seniority at the City. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by seniority at the City, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a “first come – first served” basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on ~~January 1, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day~~. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

- 7.4 Beginning in 2026, employees who have a minimum of 120 hours of accrued vacation on November 1 are eligible to cash out up to 40 hours of accrued vacation in their final paycheck of the year. Employees must notify the Employer in writing of their election to cash out vacation hours on or before November 15.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month. Employees are allowed to accrue an unlimited amount of sick leave during the calendar year, however, they have a maximum accrual carryover of one thousand and four hundred and forty (1,440) hours from one calendar year to the next, with any excess hours deemed surrendered at the end of each year.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, if feasible, or as soon thereafter as practicable in the event of an emergency or unforeseeable sick leave absence. If necessary, an employee may designate another person (e.g., family member, friend, co-worker) to provide notice on his/her behalf. An employee may be required by the Employer to provide medical verification confirming that sick leave was taken for an authorized purpose when the employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the Employer.
- 8.3 Employees noted in 8.1 above are entitled to use sick leave for the following authorized purposes:
- 8.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- 8.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- 8.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a [health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government](#); and-

8.3.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76-; and

8.3.5 To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

8.3.5 Solely for purposes of defining authorized sick leave usage under Section 8.3, "family member" shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; ~~or~~ (g) sibling; or (h) any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care (excluding an individual who simply resides in the same home with no expectation that the employee care for the individual).

8.3.6 Employees shall make reasonable attempts to schedule routine/preventative medical, dental, and vision appointments during their off-duty time so as not to impact Department staffing levels.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual shall then use accrued vacation.

8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate. The cash out rate will increase to 50% for employees who retire from the City, meeting LEOFF plan requirements, with at least 20 years of completed service with the City.

If an employee separates from the City without retiring and/or meeting LEOFF plan requirements, that employee is eligible to cash out their sick leave balance at their current straight time rate as follows:

Hire date-12 months	0%
Year 1-5	10%
Year 6-12	20%
Year 13-20	30%
Year 21-24	40%

Year 25+ 50%

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

8.7.1 Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

8.7.2. Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022 or as otherwise determined by the State, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.

- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to forty (40) hours of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional ~~three (3) days~~ thirty (30) hours of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, -state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between ~~his/her~~ their regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority. Recall from layoff shall be done in order of seniority, with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold ~~his~~her~~their~~ position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to eighteen (18) months beginning on the date of the layoff. The Employer reserves the right to extend the eighteen (18) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst 250 plan with AWC Plan "A" dental insurance. The second plan is AWC Kaiser Permanente \$200 AD Plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 For AWC HealthFirst 250 or AWC Kaiser Permanente \$200 AD Plan, the City will pay 100% of the employee-only portion of the monthly medical premium. Employees shall pay 10% of the cost of monthly medical premiums for dependents.
- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives.
- 15.4 Each full-time employee shall be paid a sum of \$770 with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability and life insurance coverage. However, the parties agree that this additional sum is income, not a benefit, and the Employer has no

responsibility for providing supplemental disability or life insurance. During the term of this Agreement, should the annual cost of the FOP's disability and life insurance premiums exceed \$770, the next lump-sum payment to employees shall increase to match (for example, if the cost of annual premiums reaches \$780, the January payment to employees shall equal \$780). Before annual checks are issued, the Association shall timely notify the City of a premium increase to the FOP plan. The parties agree to this arrangement as a replacement to the WACOPS disability/life coverage previously paid directly by the Employer.

- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.6 HRA/VEBA. The City will establish HRA/VEBA accounts for each bargaining unit employee who has successfully completed the probationary period. To be eligible for an HRA/VEBA, an employee must be enrolled in one of the City's AWC health plans, as specified in Article 15.1.

The City shall contribute ~~\$75~~100 per month to each employee's HRA/VEBA.

Employees shall pay all administrative fees or other costs charged by the HRA/VEBA administrator. If the election is made by the bargaining unit, employees eligible for the cash-out of vacation (Article 7.3) and/or sick leave (Article 8.6), who separate from the City in accordance with the terms of this Agreement, shall have their eligible hours deposited into their HRA/VEBA accounts in lieu of a cash payment. Should the bargaining unit change its election for a calendar year, it shall notify the City no later than October 31 of the previous year. No contribution to HRA/VEBAs will be allowed that trigger tax liability under the "Cadillac Tax" of the Affordable Care Act; if such tax liability is expected, the parties agree to reopen this Agreement solely for purposes of bargaining alternatives.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
 - A. Verbal Warning
 - B. Written reprimand
 - C. Reassignment for disciplinary purposes that results in an adverse economic impact
 - D. Suspension without pay

- E. Demotion [\(where applicable\)](#)
- F. Discharge

Written counseling and coaching statements are not formal discipline and may not be used to support progressive discipline; provided, however, written counseling/coaching statements can be used by the Employer to prove just cause notification in the case of subsequent disciplinary actions.

Formatted: Indent: Left: 0.5"

- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of ~~his/her~~ the employee's personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being

provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- 16.7 Pursuant to RCW 40.14.070(4), personnel records for any peace officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 4-3.101.135.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

- 17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms as listed:

1 Class A long sleeve shirt
1 Class A pants

For daily wear, new-hires shall have their choice of the following options:

Option A: One (1) jumpsuit, one (1) pair Class B pants, one (1) Class B short-sleeve shirt, and one (1) Class B long-sleeve shift.

Option B: Three (3) pairs Class B pants, three (3) Class B short-sleeve shirts, and two (2) Class B long-sleeve shirts.

1 tie
1 tie clip
1 metal name plate
1 pair shoes (maximum price of \$150)
1 baseball cap
1 dress cap
1 jacket with shoulder and badge patch, 1 x 5 name tape
1 ALS mid-ride level 3 holster
1 TASER holster
1 nylon duty belt liner, hook and loop
1 nylon belt keeper 4-pack
1 nylon double cuff case
1 nylon MK-4 pepper-spray holder with flap
1 nylon expandable baton holder
1 nylon 2.25" duty belt
1 nylon double magazine pouch
1 portable radio holder

The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.

- 17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.
- 17.3 Each calendar year, excluding the calendar year of hire, a —\$750 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance. [Effective January 1, 2026, the uniform allowance for Detectives shall be \\$800.](#)

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies

relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.

18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The

Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. [Referring a grievance to mediation requires mutual agreement by the City and the Association.](#) If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the ~~other party~~City in writing by certified mail of submission to ~~mediation or~~ arbitration within twenty (20) working days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial arbitrator within thirty (30) working days, if possible, after the request is made to arbitrate.

2. [Arbitrators for disciplinary grievances shall be assigned by the Public Employment Relations Commission in accordance with state law \(RCW 41.58.070\).](#)

3. [For all other grievances, ~~if~~ if](#) the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case.

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.

23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall ~~not~~ unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.

23.3 All references to employees in this Agreement designate all genders.

[23.4 Employees may process a grievance for violation of this Article to Step 2 of the grievance process as defined in this Agreement. Failing to reach a resolution at Step 2, the employee may take the issue to the appropriate government agency \(e.g. EEOC, Washington State Human Rights Commission, and/or PERC\) for investigation and appropriate action in lieu of pursuing a grievance to arbitration in Step 3.](#)

ARTICLE 24 – WAGES

24.1 The Employees shall be paid the base wage set forth in Appendix A.

24.2 Wage rates for the term of this Agreement are listed in Appendix A. Wage rates are subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), longevity pay (as described in

this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.

24.3 The following specialties shall be subject to a maximum stacking percentage of 6%.

24.3.1 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Degree or 4% for a Bachelor Degree and 6% for a Master degree.

Formatted: Indent: First line: 0"

24.3.2 Effective the first day of the first payroll period after ratification of the Agreement by both parties, the employees assigned as Firearms Instructor, Taser Instructor, and Defensive Tactics Instructor shall receive a premium of one percent (1%) of their base rate of pay each month for each Instructor assignment (Firearms, Taser, and DT). Assignments shall normally be a minimum of three (3) years. The employees assigned to the positions must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate the positions based upon the needs of the City.

24.4 Employees assigned by the Chief to act as a Field Training Officer ~~or full-time Detective~~ shall be paid an additional premium of ~~three-four~~ percent (~~34~~%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.

24.5 Employees assigned by the Chief to act as a Detective shall be paid an additional premium of four percent (4%) of the base rate of pay each month in recognition of on-call responsibilities. There shall be no pyramiding of premium pays.

24.5 ~~The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at-home care and feeding of the dog.~~ During the term of this Agreement, should the City staff a K-9, the parties agree to reopen this Agreement solely for purposes of bargaining a K-9 handler premium and/or compensation for the at-home care/training of the K-9.

24.6 The employee assigned as Commercial Vehicle Officer (CVO) shall receive a premium of three percent (3%) of the base rate of pay each month. ~~There shall be no pyramiding of premium pays.~~ Assignments to CVO shall normally be ~~three (3)~~ five (5) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

24.7 LONGEVITY – Longevity pay shall be added to an employee's base pay according to the following schedule:

Upon completion of 5 years of service with the City: 23%

Upon completion of 10 years of service with the City: 34%

Upon completion of 15 years of service with the City: 45%

Upon completion of 20 years of service with the City: 56%

Upon completion of 25 years of service with the City: 7%

Longevity is paid monthly as a premium added to base wages and is not cumulative. Longevity is not considered a premium for purpose of stacking with other incentive pay.

24.8 DEFERRED COMPENSATION – The Employer participates in the Washington State Deferred Compensation Program. Employees may voluntarily participate to save for retirement. The Employer shall match an employee's contribution on a monthly basis up to \$150.00 per month. Participation in the Washington State Deferred Compensation Program shall be subject to Program rules and IRS regulations. Effective the first pay period after ratification of this Agreement by both parties, the Employer's match shall be up to \$200.00 per month for an employee who has five or more years of continuous service to the Employer.

24.9 An employee assigned as Corporal will receive a premium of five percent (5%) of the base rate of pay each month. There shall be no pyramiding of premium pays. Assignments shall normally be three (3) years, however, the Chief has the discretion to extend the assignment by one (1) additional year. The employee assigned to the position must maintain an acceptable level of performance. The Chief has the discretion to fill or vacate this position based upon the needs of the City.

ARTICLE 25 - SEPARABILITY

25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

26.1 All employees required by the ~~cognizant department head~~Chief of Police to use their ~~private~~personal cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.
- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict

with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

~~30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.~~

30.21 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Investigations into citizen complaints or other policy violations shall be conducted under the following general guidelines:

30.21.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, at least 24 hours prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of ~~he or she is~~they are suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. If a formal investigatory interview is based on a citizen or employee written complaint, during the interview the employee shall be provided a copy of the written complaint before being questioned, although the City retains the discretion to redact the name of the complainant. All interviews shall be conducted in a manner consistent with due process rights granted by law, including *Weingarten*. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.21.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.21.3 Questioning of the officer shall be with full regard to their constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, the officer shall be fully advised of their rights and obligations under the Garrity decision. The employee shall have the right to retain an attorney of

their own choosing, (at no expense to the City of Black Diamond). In accordance with Weingarten, the employee has the right to a Association representative and/or Association attorney~~Such attorney (and/or a representative of the Association) shall have the right~~ to be present during any questioning.

30.21.4 An employee who is the subject of a formal investigation shall have a right to make copies of any statement they have signed pertaining to the investigation, and shall be entitled to a copy of any recording of an interview of the employee. During an investigatory interview, should the employee be questioned about any electronic recording (e.g., video footage, audio footage, etc.), the employee and Association representative will first be entitled to review the footage before the employee is subject to questioning about the footage.

30.21.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though they may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

30.21.6 Should the Employer reach a preliminary conclusion that "just cause" exists to discipline an employee with a reassignment, demotion, unpaid suspension, or termination, the employee and the Association shall be provided with the following: (1) A copy of all investigation materials relied upon by the Employer to support the allegation(s) or charge(s); (2) Citation to the directives, policies, procedures, work rules, regulations, or other orders that the Employer alleges were violated; (3) the level of discipline being considered; and (4) copies of any prior discipline records from the employee's file that the Employer intends to rely upon as part of progressive discipline. These materials will be provided to the employee and the Association prior to any *Loudermill* pre-disciplinary meeting.

30.21.7 All formal internal investigations conducted by the Black Diamond Police Department shall normally be completed within 180 calendar days, unless circumstances require otherwise. If the Employer determines that additional time is necessary to complete the investigation, it will provide written notice to both the employee and the Association, notifying them of the delay and the expected date the investigation will be completed.

ARTICLE 31- LIABILITY INSURANCE

31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee

from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.

31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

32.1 This agreement shall be in full force and effect from January 1, ~~2023-2026~~ until December 31, ~~2025~~2028.

**CITY OF BLACK DIAMOND,
WASHINGTON**

**BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION**

By: _____
Mayor ~~John Adler~~Carol Benson
Hershaw, President

By: _____
~~Bill Riepl~~Austin

Date: _____

Date: _____

APPENDIX A

2023 — <u>2026</u> Pay Scale		Step 1	Step 2	Step 3	Step 4
Police Officer		6,849	7,589	8,327	9,027
		<u>7,637</u>	<u>8,462</u>	<u>9,285</u>	<u>10,066</u>
Police Sergeant		10,061	10,625	N/A	N/A
		<u>11,218</u>	<u>11,847</u>		

Effective January 1, ~~2023~~2026, employees shall receive a ~~40~~ 2.7% increase to base wages. Employees who are employed at the time this Agreement is signed are eligible for retroactive wages.

Effective January 1, ~~2024~~2027, employees shall receive a 3% base wage increase equal to the June 2022 to June 2023 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of 3% and a maximum of 5%.

Effective January 1, ~~2025~~2028, employees shall receive a base wage increase equal to the June ~~2023~~2026-to-June ~~2024~~ 2027 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of ~~3~~ 1.5% and a maximum of ~~5~~ 3%.

An officer's wage shall be increased to the next step on their step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.