



CITY OF BLACK DIAMOND
July 21, 2026 Council Meeting Agenda RVSD 7/17/26
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.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Proclamation – Purple Heart City

Mayor Adler

COMMITTEE REPORTS:

DEPARTMENT REPORTS:

2nd Quarter Police Report

Sergeant Reipl

Flock Update

Chief Kiblinger

CONSENT AGENDA:

- 1) **Claim Checks** – July 21, 2026, Check No. 57516 (Early Batch 1) in the amount of \$3,157.00,
and Check No. 57517 through Check No. 57563 in the amount of \$415,177.72. Totaling \$418,334.72
- 2) **Payroll** - June 2026, Check No. 20629 through Check No. 20637 and EFTs in the amount of \$713,746.77
- 3) **AB26-087** – Resolution Authorizing the Acceptance of Fund Allocation between WSAOC and
BD Municipal Court for a Therapeutic Court Program. Judge Swain
- 4) **AB26-088** – Resolution Authorizing the Mayor to Execute a Contract Renewal for Jaydn Bond
for Case Manager Services for the Therapeutic Court Program. Judge Swain
- 5) **AB26-089** – Resolution Authorizing the Mayor to Execute a Contract Renewal for Somer Johnson
for Program Coordinator for the Therapeutic Court Program. Judge Swain
- 6) **AB26-090** – Resolution Authorizing the Mayor to Accept the King County Youth and Amateur
Sports Grant Agreement for Gym Floor. Mr. Hanis

7) AB26-091 – Resolution for the Mayor to Approve a Consulting Services Agreement with Civic Forge for State Legislative Advocacy and Government Relations Services.

Mr. O’Neill

PUBLIC HEARINGS: - None

UNFINISHED BUSINESS: - None

NEW BUSINESS:

8) AB26-092 – Update on Pipeline Road and MPD.

Ms. Wright

9) AB26-093 – Summary of Sewer System.

Mr. Hanis

10) AB26-094 – Resolution Regarding Letter of Support for Druids Glen.

Councilor Peterson

11) AB26-095 – Resolution Regarding the Strategic Plan Contract Amendment.

Mr. O’Neill

MAYOR’S REPORT:

COUNCIL REPORTS:

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

CITY ADMINISTRATOR REPORT:

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION: RCW 42.30.110(1)(i) – Litigation Updates

Attorney Linehan

ADJOURNMENT:



CERTIFICATION

Finance Committee: July 14, 2026

Council Date: July 21, 2026

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
57516	July 2026 - Early Batch 1	7/8/2026	\$ 3,157.00
57517-57563	July 2026 - Regular Batch 2	7/8/2026	\$ 415,177.72
TOTAL:			\$ 418,334.72

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: 07/09/2026

John Adler, Mayor

DATE _____



Register

Fiscal: 2026

Deposit Period: 2026 - July

Check Period: 2026 - July - 07/26 Early Batch
1, 2026 - July - 07/26 Regular Batch 2

Name	Print Date	Clearing Date	Amount
Black Diamond Labor Days Committee	7/8/2026		\$3,157.00
AHBL, Inc.	7/22/2026		\$7,688.75
Alsco	7/22/2026		\$473.44
Aramco	7/22/2026		\$540.96
Bigleaf Networks, Inc	7/22/2026		\$264.62
Black Diamond Auto Parts	7/22/2026		\$87.02
C And B Awards, Engraving	7/22/2026		\$16.38
Hatton, Michael	7/22/2026		\$358.62
City of Black Diamond	7/22/2026		\$3,374.43
City of Issaquah	7/22/2026		\$440.00
Confidential Data Disposal	7/22/2026		\$45.00
Core & Main LP	7/22/2026		\$654.18
DCW - Data Center Warehouse	7/22/2026		\$2,942.89
Growing Your Mindset G.Y.M. LLC	7/22/2026		\$1,400.00
Gunderson Law Firm	7/22/2026		\$6,100.00
HWA GeoSciences Inc.	7/22/2026		\$5,310.00
Intercom Language Services, Inc.	7/22/2026		\$340.00
Jaydn Bond	7/22/2026		\$1,055.00
Joann Sloss	7/22/2026		\$28.39
Johnsons Home & Garden	7/22/2026		\$746.74
KD Water Systems LLC	7/22/2026		\$414.20
King County Finance	7/22/2026		\$227,337.60
King County Sheriff's Office	7/22/2026		\$2,075.00
Kustom Signals, Inc.	7/22/2026		\$1,817.06
Law Office of Krista White Swain	7/22/2026		\$9,050.00
LN Curtis & Sons	7/22/2026		\$1,720.02
Madrona Law Group LLC	7/22/2026		\$32,184.50
Maria Moscoso	7/22/2026		\$170.00
Olympic Environmental Resources	7/22/2026		\$5,236.10
Orkin Commercial Services	7/22/2026		\$172.88
Parametrix, Inc.	7/22/2026		\$1,074.99
Pye-Barker Fire & Safety LLC	7/22/2026		\$842.22
Raedeke Associates Inc	7/22/2026		\$570.00
Rainier Foothills Wellness	7/22/2026		\$25,000.00
RH2 Engineering Inc.	7/22/2026		\$23,710.24
Seattle Times	7/22/2026		\$1,332.81
Severson's Building Maintenance	7/22/2026		\$2,650.00
SHI International Corp.	7/22/2026		\$43.53
Summit Law Group, PLLC	7/22/2026		\$1,408.00
Treat's Heating & Cooling	7/22/2026		\$735.27
TRM Wood Products Co. Inc.	7/22/2026		\$92.31
Utilities Underground Location Center	7/22/2026		\$114.54
Varius Inc.	7/22/2026		\$43,911.00
WABO	7/22/2026		\$136.11
Washington State Patrol	7/22/2026		\$622.00
Washington State Treasurer	7/22/2026		\$402.50
Water Management Laboratories, Inc.	7/22/2026		\$150.00
Work-Sports & Outdoors	7/22/2026		\$338.42
Total Check			\$418,334.72
Total 4026			\$418,334.72
Grand Total			\$418,334.72

City of Black Diamond

Payroll Register - June 2026

Number	Name	Fiscal Description	Amount
20629	Employee Paycheck	2026 - June - Month End	\$3,367.88
20630	BD Police Officers Association	2026 - June - Month End	\$1,320.00
20631	City of Black Diamond	2026 - June - Month End	\$1,025.00
20632	HRA VEBA	2026 - June - Month End	\$300.00
20633	Joseph Kaufman	2026 - June - Month End	\$223.20
20634	Minnesota Child Support Payment Ctr	2026 - June - Month End	\$460.00
20635	Teamsters Local 117	2026 - June - Month End	\$3,063.57
20636	TPSC Benefits	2026 - June - Month End	\$130.00
20637	Western States Police Medical	2026 - June - Month End	\$600.00
EFT June 2026 Aflac1	Aflac	2026 - June - Month End	\$43.03
EFT June 2026 DRS: DCP1	DOR - Deferred Comp	2026 - June - Month End	\$13,912.89
EFT June 2026 DRS: Ret1	Dept of Retirement Systems	2026 - June - Month End	\$60,174.80
EFT June 2026 ESD1	Employment Security Dept	2026 - June - Month End	\$1,045.70
EFT June 2026 Fed Taxes 1	City of Black Diamond Taxes	2026 - June - Month End	\$136,668.62
EFT June 2026 L&I1	Dept of Labor and Industries	2026 - June - Month End	\$9,217.06
EFT June 2026 Medical Ins1	AWC Employee Benefit Trust	2026 - June - Month End	\$108,459.18
EFT June 2026 PFML1	PFML ESD	2026 - June - Month End	\$5,994.10
EFT June 2026 WA Cares1	WA Cares ESD	2026 - June - Month End	\$1,897.15
June 2026 Draw	Payroll - Draw	2026 - June - Month End	\$68,299.40
June 2026 Month End	Payroll - Month End	2026 - June - Month End	\$297,545.19
			\$713,746.77

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

**Finance
Director**

Karin Moser

Date 7-9-26

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing the Acceptance of Fund Allocation Agreement between the Washington State Administrative Office of the Courts and Black Diamond Municipal Court for a Therapeutic Court Program.	Agenda Date: July 21, 2026 AB26-087	
Cost Impact (see also Fiscal Note): \$0 Fund Source: State Appropriation through Administrative Office of the Court Timeline: July 2026 to June 2027	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	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
	Court – Judge Swain/Tawnya Parks	X
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Grant Agreement		
SUMMARY STATEMENT: Black Diamond Municipal Court was chosen to receive funds to continue the Therapeutic Court Services in the amount of \$80,651.50. The state appropriation is intended to identify individuals before the Black Diamond Municipal Court with substance abuse disorders or other behavioral health needs and engage those individuals with community based therapeutic interventions to reduce the recidivism. FISCAL NOTE (Finance Department): State appropriation will cover the cost of the Therapeutic Court Services.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 26-1757, authorizing the acceptance of therapeutic court funds allocation from the Administrative Office of the Court.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1757

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO ACCEPT
ALLOCATED FUNDS FROM THE ADMINISTRATIVE
OFFICE OF THE COURTS FOR A THERAPEUTIC COURT
GRANT PROGRAM.**

WHEREAS, the Black Diamond Municipal Court applied for continued allotment of funds with the Administrative Office of the Courts to continue the Therapeutic Court Program; and

WHEREAS, the Administrative Office of the Courts awarded Black Diamond Municipal Court the funds to be used to identify individuals before Black Diamond Municipal Court with substance use disorders or other behavioral health needs and engage those individuals in community based therapeutic interventions; and

WHEREAS, the funds allocation will run from July 2026 to June 2027;

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

Section 1. The City Council hereby accepts the Administrative Office of the Court's allocation in the amount of \$80,651.50 to continue a therapeutic court program.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF JULY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3292
AND
BLACK DIAMOND MUNICIPAL COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Black Diamond Municipal Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:

- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
 - Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on \$, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$80,651.50** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$76,057.00
Staff Equipment & Technology	\$849.50
Team Training/Travel	\$2,745.00
Recovery Supports	\$500.00
Treatment Services	\$500.00
Total Amount	\$80,651.50

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours or be a new employee to be eligible for funding).
- Program incentives that constitute a gift or reward.
- Items and activities outside of the cost categories listed in the Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3292
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Marina Richardson PO Box 41170 Olympia, WA 98504-1170 Marina.Richardson@courts.wa.gov	Krista Swain 25510 Lawson St Black Diamond, WA 98010 kwhiteswain@blackdiamondwa.gov

9. RECORDS, DOCUMENTS, AND REPORTS

- a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

- Management (in state) - GSA (out of state) - Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor’s name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants’ proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.

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 Professional Services Agreement with Jaydn Bon for Case Manager Services for Black Diamond Therapeutic Court.	Agenda Date: July 21, 2026	
	AB26-088	
	Mayor John Adler	
	City Administrator	
	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): \$ 0	Public Works – Scott Hanis	
Fund Source: State Appropriation through Administrative Office of the Court	Court – Judge Swain/Tawnya Parks	X
Timeline: June 2025 to July 2026		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Professional Services Agreement		
SUMMARY STATEMENT: The Black Diamond Municipal Court has received a continuing state appropriation from the Administrative Office of the Court for continued funding for our Therapeutic Court. Included in this funding source are the following: Continued contract for Case Manager to: Provide compassionate and empathetic support to individuals seeking assistance with mental health and substantive use of alcohol/drugs and challenges therein. The primary goal is to empower clients by drawing upon personal lived experiences to inspire, hope, promote recovery, and facilitate positive life changes. FISCAL NOTE (Finance Department): State appropriation will cover the cost of this Professional Services Agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A MOTION to Approve Resolution No. 26-1758 Authorizing the Mayor to Enter into a Professional Services Agreement with Jaydn Bond as a Case Manager for the Black Diamond Therapeutic Court.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1758

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH JAYDN
BOND AS CASE MANAGER FOR THE BLACK DIAMOND
THERAPEUTIC COURT.**

WHEREAS, the Black Diamond Municipal Court has a therapeutic court state appropriation through Administrative Office of the Court and this funding has been authorized to extend the PSA for Jaydn Bond as a case manager for the Black Diamond Community Court; and

WHEREAS, the state appropriation fully covers the funding of the therapeutic court case manager beginning July 2026 and to continue to June 2027; and

WHEREAS, Jaydn Bond is a qualified individual, who has received her certificate in peer counseling, and has the capacity, knowledge and connections to provide case management duties to the court;

WHEREAS, the court has determined that Ms. Bond is the best person to provide these services to the court;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Jaydn Bond at a monthly rate of \$1,084.50, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JULY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

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

CITY OF BLACK DIAMOND, WASHINGTON ("City")

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: John Adler

Phone: 360-851-4500

Fax: 360-851-4501

and

Jaydn Bond ("Consultant")

194 N Naches St

Buckley WA, 98321

Mailing Address:

PO Box 551 Buckley WA 98321

Phone: 360-367-0342; Email: emailjaydn@aol.com

Tax Id No.: _____

for Case Manger services to be rendered in connection with the Black Diamond Therapeutic / Community Court.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 This Agreement is effective upon execution by the Parties and shall remain in effect until the work described in Section 1.1 above is complete unless terminated by written notice in accordance with Section 6, below.

1.4 Consultant represents and warrants that it, its staff to be assigned to the Project, and its sub-consultants and their staff have the requisite training, skill, and experience necessary to

provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its sub-consultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work, Exhibit "A", in a timely manner. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.

2.2 Consultant shall assure that it, and its sub-consultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Compensation

☒ FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of \$1,084.50 per month beginning July 1, 2026, and continue through June 30, 2027. This sum includes appearances at Black Diamond Therapeutic Court calendars and up to 28 hours of services listed in Schedule A. If additional hours are needed, Consultant must have submitted and received permission from the Court Administrator. Additional hours are to be compensated at a rate of \$388 per hour.

☐ TIME AND MATERIALS. The services provided in the Scope of Work shall be compensated on a time and materials basis, with services billed at the hourly rates stated in Exhibit "B", Schedule of Rates and Charges, attached hereto. Payment to the Consultant for work performed under this Agreement shall not exceed \$_____ without prior written authorization in the form of an amendment to this Agreement approved by both Parties.

4. Payment

4.1 Consultant shall provide monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

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

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

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

7. Standard of Care

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

8. Ownership of Work Product

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall indemnify, and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents, and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

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

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

ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

10. Insurance

10.1 Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

10.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

- b. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

10.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before the commencement of the work.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

13. Notice

City: ATTN: Mayor Adler
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010

Consultant: Jaydn Bond
194 N Naches St
Buckley WA, 98321
es Mailing Address:
PO Box 551 Buckley WA 98321

14. Disputes

15. Attorney Fees

16. Extent of Agreement/Modification

17. Conflict of Interest; Non-Collusion

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

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

ACKNOWLEDGED AND AGREED TO BY:

CITY OF BLACK DIAMOND	CONSULTANT
By: _____ John Adler	By: _____ Jaydn Bond
Its: Mayor	Its: Case Manager Support
Date: _____	Date _____
Attest:	Approved as to form:
By:	By:
_____ Brenda L. Martinez City Clerk	_____ City Attorney

EXHIBIT A

SCOPE OF WORK

The Case Manager will be under the direct supervision of the Therapeutic Court Case Coordinator.

Objective:

The Case Manager will provide compassionate and empathetic support to individuals seeking assistance with mental health and substantive use of alcohol/drugs and challenges therein. The primary goal is to empower clients by drawing upon personal lived experiences to inspire, hope, promote recovery, and facilitate positive life changes.

Responsibilities and Tasks:

Initial Engagement Responsibilities

- Conduct an initial one-on-one check-in with the participant to establish rapport, assess immediate needs, and gather background information from the CCAT or intake referral.
- Review the Participant Handbook and court policies in full, ensuring participant understanding and confirming acknowledgment with a signed form.
- Introduce the participant to the purpose and structure of peer support groups; clearly outline expectations for weekly peer check-ins and group participation.
- Coordinate with the Program Director/Community Court Coordinator to confirm assignment and entry into the program.
- Enter all relevant intake data, including the (SOC), into MyCase and internal tracking systems (Excel or equivalent), if not previously entered.
- Upload completed signed handbooks, and other documents into the secure e-filing system.

Ongoing Case Management Responsibilities

- Submit timely and detailed written status updates for each participant to the Community Court Coordinator ahead of scheduled court sessions.
- Monitor participant progress through consistent communication, motivational interviewing techniques, and check-ins between court dates.
- Facilitate referrals and ensure follow-through on service linkages including but not limited to: housing programs, behavioral health care, substance use disorder treatment (inpatient and outpatient), education, employment assistance, and life skills resources.
- Obtain monthly progress reports from treatment providers, review for accuracy and content, and file copies with the Program Director/Coordinator. Discuss participant progress and future needs as part of collaborative team planning before formal submission.
- Maintain accurate, up-to-date documentation in all required tracking systems, including MyCase and internal data sheets. Ensure all significant interactions, changes, or updates are reflected in real time.
- Attend all assigned court sessions to provide case management insight, support participant accountability, and report on individual progress urgency as needed.
- Collaborate closely with peer support staff, therapists, mentors, and service providers to maintain a continuum of care and ensure participants have full access to available wraparound supports.

- Monitor participant compliance with all court-ordered conditions, including attendance at peer groups(until peer obtained), treatment programs, and any assigned community service or education-related tasks.
- Promptly document and report any barriers to compliance, attendance concerns, or participant needs. Utilize a trauma-informed approach when addressing setbacks and helping participants re-engage.
 - Upload any new documentation (e.g., treatment records, compliance verification, incident reports) into the secure e-filing system and ensure status notes are updated accordingly.

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 Professional Services Agreement with Somer Johnson for Program Coordinator Services for Black Diamond Therapeutic Court.	Agenda Date: July 21, 2026 AB26-089	
	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 –	
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$0		
Fund Source: State Appropriation through Administrative Office of the Court		
Timeline: July 2026 to June 2027		
	Court – Judge Swain/Tawnya Parks	X
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Professional Services Agreement		
SUMMARY STATEMENT: The Black Diamond Municipal Court has received continuing state appropriation from the Administrative Office of the Court for continued funding for our Therapeutic Court (TC). Included in this funding source are the following: Continued contract for Program Coordinator to: The largest cost for the community court is the cost of the Program Coordinator. This person attends start up meetings with the stakeholders for community court in order to set policies and procedures; attends arraignments for each calendar; meets with participants who have been selected for community court; conducts a risk/needs assessment individualized for each participant; creates a plan of action for successful completion of community court; attends resource meetings with each participant and assist each participant in following through and maintaining success with each of the goals set for the participant's case(s). FISCAL NOTE (Finance Department): State appropriation will cover the cost of this Professional Services Agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to Approve Resolution No. 26-1759 Authorizing the Mayor to Enter into an Extended Professional Services Agreement with Somer Johnson as a Program Coordinator for Therapeutic Court.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1759

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH SOMER
JOHNSON YOUNG AS A PROGRAM COORDINATOR FOR
THE BLACK DIAMOND COMMUNITY COURT.**

WHEREAS, the Black Diamond Municipal Court has a therapeutic court state appropriation through Administrative Office of the Court and this funding has been authorized to extend the PSA for Somer Johnson Young as a program coordinator for the Black Diamond Community Court; and

WHEREAS, the state appropriation fully covers the funding of the therapeutic court program coordinator beginning July 2026 and to continue to June 2027; and

WHEREAS, the court requires the expertise of a Program Coordinator for the purpose of facilitating the therapeutic court, including the duties of attending the arraignment hearings, meetings with prospective community court participants, conducting a risk/needs assessments for each individuals, preparing a plan of action for each individual, attending the resource room with each participant to connect the participants with providers, assisting each participant in each step of the plan of action for success, and attending court as needed to provide updates on each participant's status in their plan; and

WHEREAS, Somer Johnson Young is a qualified individual, who has worked in the field of substance use treatment and has the capacity, knowledge and connections to continue to provide this service to the court; and

WHEREAS, the court has determined that Ms. Johnson Young is the best person to provide these services to the court;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Somer Johnson at a monthly rate of \$3,253.00, substantially in the form attached hereto as Exhibit A

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF JULY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

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

CITY OF BLACK DIAMOND, WASHINGTON (“City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: John Adler Phone: 360-851-4500 Fax: 360-851-4501

and

Somer Johnson Young (“Consultant”)

14515 Prairie Ridge Drive E

Bonney Lake, WA 98391

Phone: 253-590-3068; Email: sjohnson@blackdiamondwa.gov

Tax Id No.: _____

for professional services to be rendered in connection with
Black Diamond Therapeutic /Community Court.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

1.3 This Agreement is effective upon execution by the Parties and shall remain in effect until the work described in Section 1.1 above is complete, unless terminated by written notice in accordance with Section 6, below.

1.4 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all

applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work, Exhibit "A", in a timely manner/according to the schedule provided therein. Consultant shall not begin any work under this Agreement until the City has authorized work to proceed.

2.2 Consultant shall assure that it, and its subConsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

3. Compensation

☒ FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of \$3,253 per month beginning July, 2026 and continue through June, 2027.

☐ TIME AND MATERIALS. The services provided in the Scope of Work shall be compensated on a time and materials basis, with services billed at the hourly rates stated in Exhibit "B", Schedule of Rates and Charges, attached hereto. Payment to the Consultant for work performed under this Agreement shall not exceed \$_____ without prior written authorization in the form of an amendment to this Agreement approved by both Parties.

4. Payment

4.1 Consultant shall provide monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

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

7. Standard of Care

Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this

Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall indemnify, and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Consultant or its sub-consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City (including its officers, officials, employees, agents, and volunteers), the Consultant's liability hereunder shall be only to the extent of the Consultant's own negligence.

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

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

10. Insurance

10.1 Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

10.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not

waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

10.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

11. Assigning or Subcontracting

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

12. Independent Contractor

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

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

13. Notice

or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant’s services and obligations hereunder. The Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. The contractor’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

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

ACKNOWLEDGED AND AGREED TO BY:

CITY OF BLACK DIAMOND By: _____ John Adler Its: Mayor Date: _____ Attest: By: _____ Brenda L. Martinez City Clerk	CONSULTANT By: _____ Somer Johnson Young Its: Coordinator / Therapeutic Court Date: _____ Approved as to form: By: _____ City Attorney
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EXHIBIT A

SCOPE OF WORK

The Program Coordinator for the Black Diamond Municipal Court will be under the direct supervision of the Court Administrator. The program coordinator will be responsible for assisting and engaging participants of Community Court through the entire process of their court case including assisting with intakes, needs assessment, service planning and linking with community providers, and attending appointments and court appearances.

The program coordinator will be responsible for data collection to assist in establishing grant performance metrics. Normal attention to detail is required to prevent errors. Employees in these positions have a great deal of contact with indigent defendants, public defenders, community organizations, and court, police, legal and other city employees. Work is performed in court, in an office setting and in the community.

Program Coordinator Duties:

Participant Intake & Case Management

- Conduct CCAT assessments and submit individualized program recommendations.
- Manage referral leads and enter data into MyCase and internal tracking sheets.
- Prepare and distribute intake packets, including:
 - - Participant intake forms
 - - Release of Information (ROI) forms
 - - Photo release consent
 - - Peer group-specific ROI documentation
- Initiate team-wide communication via email to coordinate onboarding for each new participant.
- Input Statement of Charges (SOC) and relevant terms into MyCase and Excel-based tracking logs.
- Provide referrals at initial contact for housing, substance use treatment, mental health support, education, and other wraparound services.
- Offer immediate support in the event of a crisis or emergent need.(stay up on training)
- Confirm enrollment and formally assign the participant to a designated Case Manager and peer support team.
- Deliver participant progress reports and updates on the court record and staffing.
- Support participants during scheduled court appearances and maintain communication between court dates.
- Schedule CCAT assessments and assist Case Managers in conducting weekly participant check-ins when needed.
- Ensure participants receive a thorough re-orientation to Community Court expectations after entry.

Administrative & Data Tracking

- Maintain accurate and up-to-date participant records across tracking systems, including spreadsheets and MyCase.
 - Log weekly updates, case notes, and participant correspondence consistently and thoroughly.
 - Track and analyze program metrics including:
 - - Number and type of referrals made
 - - Participant compliance with court requirements
 - - Completed community service hours
 - - Program exits, graduations, and re-engagements
 - Generate data-driven reports for stakeholders, funders, and quarterly updates to city councils.
-
- Assist with developing, submitting, and managing grant proposals and related compliance documentation.
 - Ensure all documentation, logs, and files remain current and audit-ready.

Program Operations & Development

- Create and revise internal manuals, policies, and procedures to reflect evolving program needs.
- Implement updated best practices from AOC, CIJ, AllRise, and other court innovation partners.
- Coordinate with peer supports, clinicians, and local service providers to ensure streamlined care.
- Facilitate regular staff meetings, court team check-ins, and multidisciplinary planning sessions.
- Support day-to-day court operations including case conferencing, docket planning, and schedule coordination.
- Identify and implement process improvements to enhance participant engagement and outcomes.
- Provide onboarding and occasional training to new staff members, volunteers, and interns.
- Maintain ongoing communication with city partners, including attendance at staff briefings and city council meetings.

Training, Outreach & Community Engagement

- Participate in professional development opportunities and trainings through AOC, CIJ, AllRise, and similar networks.
- Share emerging best practices, program successes, and updated resources with internal staff and external collaborators.
- Represent the Community Court program in public forums, advocacy groups, and advisory councils.
- Build and sustain partnerships with local providers for housing, employment, medical, and behavioral health services.

- Develop community education and outreach materials that promote public understanding of the program.
- Lead or contribute to the development of new forms, tracking tools, policies, and engagement strategies.
- Collaborate with other Community Courts across jurisdictions to promote consistency and shared learning.
- Partner with community programs to create and expand meaningful community service opportunities for participants.
- Work closely with local law enforcement on coordination, diversion strategies, and collaborative responses.

The Program Coordinator will appear at each arraignment calendar to assist in screening participants of the Black Diamond Community Court program. Once screened into the program, the coordinator will then complete an extensive risk/needs assessment and prepare a program plan for each participant in conjunction with the prosecuting attorney.

The Program Coordinator will also appear at each Resource Room Meeting, currently via zoom, on each Thursday after arraignment to assist in connecting the participants with their treatment providers. These meetings are currently held from 12:30 to 1:30 pm.

EXHIBIT B

SCHEDULE OF RATES AND CHARGES

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Approving the Youth and Amateur Sports Grant Agreement from King County for the Gym Floor Replacement.	Agenda Date: July 21, 2026 AB26-090	
	Mayor John Adler	
	City Administrator - Kevin O'Neill	
	City Attorney - David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev –	
	Finance – Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$20,000 revenue	Public Works – Scott Hanis	X
Fund Source: King County	Court – Judge Swain/Tawnya Parks	
Timeline: Complete by March 31, 2027		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Grant Agreement		
SUMMARY STATEMENT: King County has Awarded the City with \$20,000 in funding through the Youth and Amateur Sports Grant Program for the replacement of the gym floor at the Black Diamond Gym. The gym floor is in rough shape and has “dead” spots that will stop a basketball from bouncing. This grant will be paired with already budgeted City funds for this replacement. Work will include replacement of the floor and upgrades, as necessary, to the subfloor to eliminate dead spots. This funding will support the design and construction of the structure. This grant term ends on March 31, 2027. The grant agreement will be executed via DocuSign.		
FISCAL NOTE (Finance Department): There are sufficient funds, combined with these grant funds, to cover the costs of this project. Beginning cash for the year was \$65,000 with a transfer of \$45,000 budgeted for gym improvements from REET I. These grant funds are not included in these amounts.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends consideration by the full Council on the consent agenda.		
RECOMMENDED ACTION: MOTION to Adopt Resolution No. 26-1760 Authorizing the Mayor to Execute a Grant Agreement with King County for \$20,000 for the Black Diamond Gym Floor Replacement Project.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
July 21, 2026		

RESOLUTION NO. 26-1760

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
EXECUTING A YOUTH AND AMATEUR SPORTS GRANT
AGREEMENT WITH KING COUNTY FOR THE
REPLACEMENT OF THE BLACK DIAMOND GYM FLOOR**

WHEREAS, the Black Diamond gym floor is in need of replacement; and

WHEREAS, the City has planned and budgeted for the replacement of the gym floor;
and

WHEREAS, the City has been awarded \$20,000 from King County's Youth and Amateur Sports Grant Program to assist with the replacement costs; and

WHEREAS, grant funds and budgeted City funds will cover the costs of replacing the gym floor and sections of the subflooring, as necessary;

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

Section 1. The City Council hereby accepts King County's grant funding in the amount of \$20,000 to fund the replacement of the Black Diamond Gym floor;

Section 2. The Mayor is hereby authorized to execute the grant agreement with King County via DocuSign, a copy of which is attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JULY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



Get Active / Stay Active Program

Department/Division:	Natural Resources and Parks / Parks and Recreation				
Agency:	City of Black Diamond				
Project:	Black Diamond Gym Floor				
Amount:	\$20,000.00	Project#:	1151836	Contract#:	6499024
Term Period:		To	03/31/2027		

THIS AGREEMENT (“Agreement”) is entered into by King County (the “County”), and City of Black Diamond (the “Agency”), (collectively the “Parties”) for programming that reduces barriers and increases access to physical activity using a Youth and Amateur Sports Grant (“YASG”).

RECITALS

- A. The Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or acts as a fiscal sponsor for community organization.
- B. King County, a home rule chapter county and political subdivision of the State of Washington, is authorized to administer the YASG Program and enter into agreements for the use of King County funds by public agencies, nonprofit organizations, or fiscal sponsor for community organizations that increase access to sports and physical activity under King County Ordinance 20023
- C. The Agency shall utilize the Grant Award Funds to address an athletic need in King County.
- D. King County has selected the Agency to receive a YASG award in the amount of \$20,000.00 ("Grant Award Funds") for programming designed to provide increased athletic opportunities for the citizens of King County, Washington

NOW THEREFORE, in consideration of payments, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Project.

The term “Project” means the specific project described in **Exhibits A and B**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to complete the Projects, as set forth

in **Exhibits A and B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

Project Summary and Scope of Work	Attached hereto as Exhibit A
Project Budget	Attached hereto as Exhibit B
Insurance Requirements	Attached hereto as Exhibit C

- 1.2 Location. This Agreement applies to the Project to take place at the site (“Site”) which is located at:

Black Diamond Community Gym, 25511 Lawson Street, Black Diamond, WA, 98010

- 1.3 Scope of Work. Agency shall provide a County-approved Project summary and scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various program milestones required for completion of the Project and intended use of the Grant Award Funds. Agency shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit A**.

- 1.4 Project Budget. Agency shall work with King County to develop a Project Budget, attached hereto as **Exhibit B**. King County shall provide the Grant Award Funds to the Agency to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**. Grant Award Funds provided to the Agency may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**.

- 1.5 Contractor. Contractor shall include any contractor or consultant hired by the Agency, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 03/31/2027. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. A one-time, one-year extension to the Contract End Date may be granted without due execution if agreement by both parties is documented in writing, which shall then be incorporated and attached to this Agreement herein.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	City of Black Diamond
Parks Grant Manager	Scott Hanis
King County Parks	City of Black Diamond
201 S Jackson Street Suite #6500	PO Box 599 / 24301 Roberts Dr
Seattle, WA 98104	Black Diamond, WA 98010
206-848-0699	
parksgrants@kingcounty.gov	shanis@blackdiamondwa.gov
*NOTE: Personal contact information for your assigned grant manager is available in the grant management system	

Notice by e-mail shall be deemed to have been given on the date of transmission. Either Party hereto may, at any time, by giving ten (10) calendar days written notice to the other Party to designate any other person or address in substitution of the foregoing information to which such notice or communication shall be given.

6. DISBURSEMENT OF GRANT FUNDS

Notwithstanding the Effective Date of this Agreement, the County shall pay for eligible and authorized costs supported by adequate documentation, as determined by the County, for the work specified in the Scope of Work (**Exhibit A**) expended from 01/01/2026 through 03/31/2027.

- 6.1 Pre-contract costs are those incurred between Decision Date and the Agreement Effective Date and are only reimbursable upon request and only after the Effective Date of the Agreement by the Parties. These costs are allowable for reimbursement to the extent that they are eligible and authorized costs and expenses supported by adequate documentation, as determined by the County, for the work specified in **Exhibit A**.
- 6.2 The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to Agency, upon execution of this Agreement, and receipt of Agency's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits A and B**).
- 6.3 The County shall initiate authorization for payment and disbursement of Grant Award Funds in a timely manner after approval of sufficiently detailed Project-related invoices submitted by Agency. The County shall make payment to Agency not more than forty-five (45) calendar days after a complete and accurate invoice and any other required documentation is received from the Grant Recipient and approved by the County.
- 6.4 Agency shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit A**) and Project Budget (**Exhibit B**), within thirty (30) calendar days of the date this Agreement

expires or is terminated. If the Agency’s final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Agency of the amounts set forth in said invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Agency accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Agency shall provide reports to the YASG Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Agency shall complete the Project described in Section 1.1 and **Exhibits A and B** of this Agreement. If Agency cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit A**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 18, Termination, this Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Agency may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the County.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Agency shall recognize County as a “grant sponsor” for the Project in the following manner:

9.1 Events: Agency shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.

9.2 Community Relations: Agency shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

9.3 King County Parks Notification: Agency shall notify the King County Parks Project Manager thirty (30) calendar days prior to any major milestone, such as a groundbreaking or opening dates.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Agency does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Agency, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Agency on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award Funds are provided for the purpose of developing and/or supporting the delivery of sports activities or programming for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King

County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

12. MINIMUM SCOPE AND LIMITS OF INSURANCE

The Agency shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit C – Insurance Requirements**.

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

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

14. MAINTENANCE OF RECORDS

14.1 The Agency shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

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

14.3 Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) business days of any such relocation.

15. RIGHT TO INSPECT

The County reserves the right to review and approve the performance of the Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

16. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

17. CORRECTIVE ACTION

17.1 If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable

performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.

- 17.2 The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

18. TERMINATION

- 18.1 The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) calendar days advance written notice of the termination.
- 18.2 If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- 18.3 Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.
- 18.4 The Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits A and B**, or upon reimbursement by the Agency to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 5.

19. FUTURE SUPPORT; UTILITIES AND SERVICE

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

20. HOLD HARMLESS AND INDEMNIFICATION

The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by the Agency's employees or other suppliers in connection with or support of the performance of this Agreement.

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

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

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

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

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

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by the Agency in conjunction with this Agreement. **The Agency's duties under this Section 20 will survive the expiration or earlier termination of this Agreement.**

21. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

22. POLITICAL ACITIVITY PROHIBITED

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

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

- 23.1 As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed Project at its own sole expense and risk. The Agency shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- 23.2 The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- 23.3 The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds.
- 23.4 **The Agency's duties under this Section 23 shall survive the expiration of this Agreement.**

24. ASSIGNMENT

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

25. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

26. TAXES

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

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

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

28. PUBLIC DOCUMENT

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

29. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint

venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

30. PERMITS AND LICENSES

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

31. INTERPRETATION OF COUNTY RULES AND REGULATIONS

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

32. POLICE POWERS OF THE COUNTY

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

33. ENTIRE AGREEMENT

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

KING COUNTY

City of Black Diamond

King County Executive

Signature

Date

John Adler, Mayor

Date

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

Project Summary

The City of Black Diamond Gym is owned and operated by the City. The Gym is available to rent for all residents. The City will hold free events at the gym, including self-defense courses provided by Police, some public meetings, and other activities. The gym floor itself is old and in need of replacing. The City has budgeted to replace the gym floor, which would include strengthening the base below the floor to eliminate soft spots that will stop a basketball from bouncing, and a new surface to provide a better playing surface for patrons. The outcome will be an improved gym floor which will increase demand on the facility to rent out to citizens, teams, and other groups.

Deliverables

Progress Reports
Final Report

Timeline

Receive bids for floor replacement	August 2026
Construction contract award	September 2026
Project completion and acceptance	November 2026

EXHIBIT A - SCHEMATIC

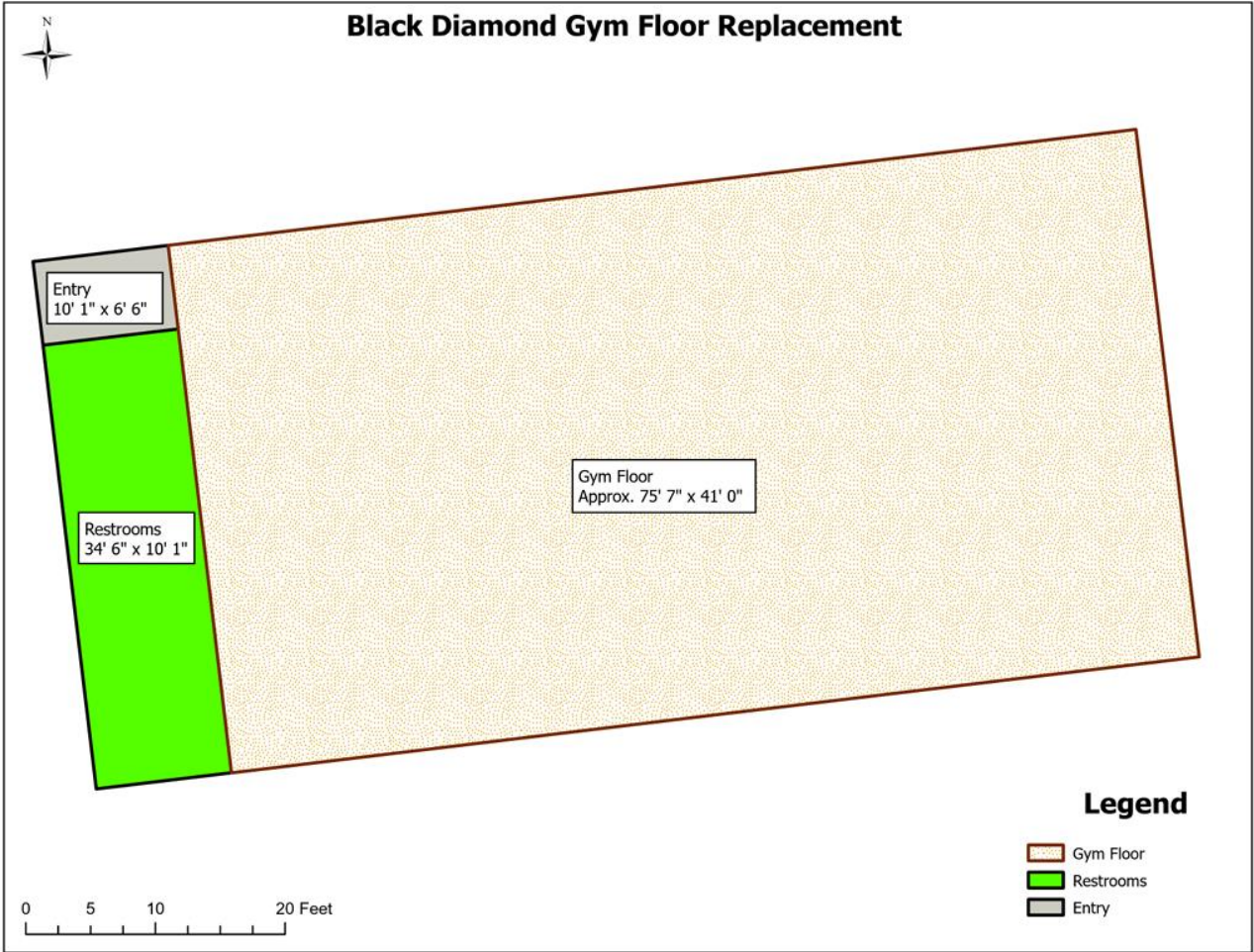


EXHIBIT B - PROJECT BUDGET

Construction Costs	\$18,000.00
Personnel Costs	\$2,000.00
Indirect Costs	\$0.00
Total	\$20,000

Budget Line Items Descriptions

Construction Costs include but are not limited to contractor labor, materials, and other expenses.

Personnel Costs include but are not limited to City staff time for contract coordination, bidding, inspections, and grant reporting.

Indirect Costs include expenses of doing business that are not readily identified with this grant, contract, project, function, or activity, but are necessary for the general operation of the organization or the performance of the organization's activities.

EXHIBIT C - INSURANCE REQUIREMENTS

1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain for the entire term of this Agreement or as otherwise stated in this Exhibit, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Each insurance policy shall be written on an "occurrence" basis.

2. Evidence and Cancellation of Insurance

- 2.1. Within thirty (30) calendar days of Effective Date and upon request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of the Agreement or as otherwise stated in this Exhibit. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) calendar days prior to the Effective Date of any cancellation, lapse, or material change in the policy(s). Certificate Holder: King County Parks, 201 S. Jackson Street, Suite 5702, Seattle, WA 98104. Electronic evidence of insurance documents may be emailed to: ParksGrants@kingcounty.gov.
The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

3. Minimum Scope and Limits of Insurance

- 3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:
 - 3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, ongoing operations, premises liability, products and completed operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall

be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.

- a. If the Grant Recipient will be using grant funds for youth sports activities, the Commercial General Liability policy shall not contain a CTE/Concussion exclusion.
- b. If the Grant Recipient or its Contractor(s) will be working directly with youth, Sexual Misconduct Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate shall be provided. Such coverage may be included under a Commercial General Liability policy or provided by a standalone policy.

3.1.2. Automobile Liability: If transportation will be provided, Grant Recipient and/or its transportation Contractor(s) will maintain Automobile Liability insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.3. Workers Compensation: If Grant Recipient or its Contractor(s) have employees, then Workers Compensation coverage shall be maintained, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or “Other States” State Law.

3.1.4. Employers Liability or “Stop Gap” coverage: If Grant Recipient or its Contractor(s) have employees, then Employers Liability or “Stop Gap” coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.

3.1.5. Fidelity and Crime Insurance. If a Fiscal Sponsor is a party to this Agreement, Fiscal Sponsor(s) shall procure and maintain Fidelity and Crime insurance with a minimum limit equal to the grant amount. Coverage shall include ‘Join Loss Payable’ ISO form CR 20 15 10/10 or substantive equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.

4. Other Insurance Provisions and Requirements

4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

- 4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.
 - 4.1.2. With respect to all liability policies (except Workers Compensation):
 - 4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any of Grant Recipient's, or Contractor(s) insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.
 - 4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.
5. Deductibles/Self-Insured Retentions
 - 5.1. Any deductible and/or self-insured retention of the policies shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.
6. Acceptability of Insurers
 - 6.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.
7. Self-Insurance
 - 7.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if Grant Recipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.
8. Contractors
 - 8.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. Contractor(s) must include the County, its officials, agents, and employees as additional insured for full coverage and policy limits on its Commercial General Liability insurance and, if applicable,

its Automobile Liability insurance. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Approve the Mayor to Execute a Consulting Services Agreement with Civic Forge for an Additional 12 Months.	Agenda Date: July 21, 2026 AB26-091	
	Mayor John Adler	
	City Administrator	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	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$ 0		
Fund Source: Administration		
Timeline: July 2026 to July 2027		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Professional Services Agreement		
SUMMARY STATEMENT: Over the past six months, Civic Forge has represented the City of Black Diamond in Olympia, helping establish relationships with state legislators and agencies while advancing the City's legislative priorities. This work contributed to securing \$100,000 in the 2026 Supplemental Capital Budget for the first phase of the City's future City Hall project. The proposed agreement continues these efforts through a twelve-month consulting engagement focused on: • Developing and advancing the City's 2027 legislative agenda; • Positioning the City for future capital budget requests, including construction funding for City Hall; • Identifying competitive grant and funding opportunities; • Advancing smaller transportation funding requests; and • Building and maintaining relationships with state legislators, committee members, and agency staff. The agreement also includes regular coordination with City staff through bi-weekly meetings and development of funding strategies for future capital and park projects.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A MOTION to Approve Resolution No. 25-1761 Authorizing the Mayor to Enter into a Professional Services Agreement with Civic Forge for State Legislative Advocacy and Government Relations Services.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1761

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSULTING SERVICES AGREEMENT WITH CIVIC
FORGE FOR LEGISLATIVE ADVOCACY AND
GOVERNMENT RELATIONS SERVICES.**

WHEREAS, The City of Black Diamond seeks to advance legislative priorities, pursue grant and capital funding opportunities, and strengthen relationships with state legislators and agencies; and

WHEREAS, Civic Forge has provided legislative advocacy services to the City, including assisting with successful efforts to secure state capital funding for the City's City Hall project; and

WHEREAS, the proposed Consulting Services Agreement provides for continued legislative advocacy, capital funding strategy, transportation funding assistance, and development of the City's 2027 legislative agenda for a twelve-month period; and

WHEREAS, the total cost of the agreement is \$24,000 and funding has been identified within the adopted budget;

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

Section 1. The Mayor is authorized to execute the Consulting Services Agreement with Civic Forge, substantially in the form attached as Exhibit A.

Section 2. The Mayor is further authorized to execute any minor administrative modifications consistent with the intent of this Resolution and to take such actions as are necessary to carry out the Agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF JULY, 2026.

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONSULTING SERVICES AGREEMENT (“Agreement”)

“Service Provider”	Civic Forge
Service Provider contact name, e-mail, and phone number	Adam Day Adam@thecivicforge.com +1(206) 914-2170
Notice address	66 S Hanford St, STE 100 Seattle, WA 98134
“Effective Date”	Date of execution

This Agreement (“**Agreement**”) is by and between the City of Black Diamond (“**Customer**”), whose address is 24301 Roberts Dr, Black Diamond, WA 98010, and Service Provider, and is effective as of the Effective Date. Each party may be referred to individually as a “Party” and together as “Parties.” The Agreement is comprised of the following components, each which is attached hereto and incorporated herein by reference:

- This Cover Page
- Exhibit A, Terms and Conditions
- Exhibit B, Statement of Work 1 (SOW 1)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties enter into this Agreement as of the Effective Date.

SERVICE PROVIDER: Civic Forge

Signature:

Printed Name:

Adam Day

Title: CEO

Email: Adam@thecivicforge.com

CUSTOMER NAME: The City of Black Diamond

Signature:

Printed Name:

John Adler

Title: Mayor

Email: JAdler@blackdiamondwa.gov

EXHIBIT A
TERMS AND CONDITIONS

(1) Statements of Work.

Service Provider will provide services ("Services") and deliverables ("Deliverables") as described in an executed Statement of Work ("SOW"), in the form described in Exhibit B. The parties may execute additional SOW's, titled in consecutive fashion (e.g. SOW 1, SOW 2, SOW 3), all of which when executed are incorporated into and deemed part of this Agreement. All Services will be rendered to the best of Service Provider's ability, in a timely, first-class, and professional manner. The terms of the SOW will prevail over any conflicting term in this Agreement.

(2) Compensation, Payments and Taxes.

(a) Customer will pay Service Provider for the Services as set forth in the "Terms and Fee" section of the SOW. Except as otherwise specified, all amounts will be in U.S. dollars.

(b) Except as otherwise provided in an SOW, Service Provider will submit to Customer invoices monthly. All such invoices will identify the SOW to which it relates, and the Services performed during the previous month. Service Provider will furnish documentation of all prior-authorized expenses for which reimbursement is sought. All amounts properly payable to Service Provider hereunder will be paid in U.S. dollars within thirty (30) days after receipt by Customer of an invoice from Service Provider. Service Provider will submit all such invoices and requests for reimbursement within sixty (60) days after the date the Services were performed and/or on which the expense was incurred.

(c) Service Provider will be responsible for any tax obligations arising from any payment made to Service Provider under this Agreement. Service Provider will pay all applicable premiums and taxes in connection with the Services it provides, including without limitation, self-employment taxes, workers' compensation premiums, value added taxes, and unemployment security premiums.

(3) Term and Termination.

This Agreement will commence on the Effective Date and will remain in effect until one (1) year after on the termination date set forth the Statement of Work (the "Term") unless terminated earlier. Any time an additional subsequent SOW is executed, the Term will automatically extend until the latest termination date set forth in any additional SOW.

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party or customer immediately upon notice to Service Provider of its material breach of this Agreement and failure by Service Provider to cure such material breach within ten (10) days of such notice.

(4) Amendment.

This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each party that expressly refers to this Agreement.

(5) Publicity.

Service Provider will not use or refer to Customer, this Agreement, any project worked on for Customer or any element thereof in any promotional or professional materials without the express prior written consent of Customer.

(6) Governing Law; Jurisdiction.

This Agreement will be governed and construed in accordance with the laws of the State of Washington, without reference to its choice of law rules. The parties irrevocably consent and submit to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington with respect to any claim or suit arising out of or related to this Agreement and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts. The parties waive their respective rights to a jury trial of any dispute, claim or cause of action related to or arising out of this Agreement.

(7) Assignment.

Service Provider may not assign, transfer, subcontract or delegate this Agreement or any of Service Provider's duties, obligations, rights or remedies hereunder, either voluntarily or by operation of law, without the prior written consent of Customer, which may be withheld in Customer's sole discretion. Any such assignment, transfer, or delegation will be of no force and effect. This Agreement will be binding upon and inure to the benefit of Service Provider, Customer and their respective permitted successors and assigns.

(8) Counterparts; Copies and Electronic Signatures.

This Agreement may be executed in counterparts which, when taken together, will constitute one Agreement. Copies of this Agreement will be equally binding as originals. Faxed, scanned, and electronic counterpart signatures will be sufficient to evidence execution, though Customer may require Service Provider to deliver original signed documents.

(9) Documents Submitted on Behalf of the Customer

The service provider shall obtain prior written approval from Customer for all documents, applications, or materials submitted on Customer's behalf.

(10) Public Communications

The Service Provider shall adhere to all talking points, messaging, public statements, and external communications as approved or provided by Customer. The Service Provider shall not make any public statements, issue press releases, or otherwise represent Customer's positions without the prior consent of Customer.

Exhibit B- Statement of Work

Context and Opportunity

Over the past six months, Civic Forge has worked to establish Black Diamond's presence in Olympia, reintroducing the city's priorities to lawmakers and building the relationships needed to advance them. That work helped secure \$100,000 in state capital funding for City Hall Phase 1 in the 2026 supplemental budget, an early result that positions the city for larger asks ahead.

This renewal builds on that foundation: continuing to strengthen Black Diamond's standing with the legislature and state agencies, and advancing the city's next round of priorities, including construction funding for City Hall and support for smaller transportation projects.

Partnering with Civic Forge to Advance Black Diamond's Priorities

Capital Strategy: Build on early wins to position the city for larger capital asks

The \$100,000 secured for City Hall Phase 1 in the 2026 supplemental budget established Black Diamond as a credible applicant for state capital dollars. Civic Forge will build on that result to position the city for its next round of asks, including:

- Advancing City Hall toward a stronger position for the 2027-29 biennial capital budget, with a larger ask for construction
- Identifying additional capital programs suited to the city's growth-driven infrastructure needs
- Continuing to reduce reliance on any single funding source by diversifying across state, federal, and regional programs

Transportation Strategy: Advance funding for smaller, achievable transportation projects

Rather than pursuing only large, multi-year transportation asks, Civic Forge will help the city identify and advance smaller, near-term transportation projects that are realistic to fund and deliver, strengthening the city's track record with state transportation partners while larger regional questions remain unresolved.

Legislative, Policy, and Advocacy Strategy: Deepen Black Diamond's presence and standing in Olympia

Civic Forge will continue the work of establishing Black Diamond as a known and credible presence in Olympia, building on the relationships and positioning developed over the past six months. This includes:

- Reintroducing and reframing the city's priorities with legislators as the city's strategic direction develops
- Translating the city's forthcoming strategic planning document into a formal legislative agenda for the 2027 session
- Continuing to build relationships with the 5th LD delegation, capital and transportation budget committees, and relevant state agency staff
- Ensuring Black Diamond's voice is represented in statewide policy conversations, particularly where its needs differ from larger municipal coalitions

Through this work, Black Diamond will continue to build its standing in Olympia, positioning the city to compete for larger capital investment while establishing a durable, ongoing presence in state-level conversations.

Expected Deliverables

- A formal 2027 legislative agenda, translated from the city's strategic planning document once finalized
- A capital budget request package positioning City Hall for construction funding in 2027-29
- Build a funding strategy for park and capital projects, targeting competitive grants and appropriations best suited to the city's needs
- A shortlist of fundable near-term transportation projects, ready to bring to state partners
- Ongoing relationship-building with the 5th LD delegation and relevant committee members
- Bi-weekly check-ins with the city on progress and emerging opportunities

Pricing

Proposed Fee: \$2,000 per month, for twelve months.



Ordinary and customary expenses (including but not limited to travel, meals, document reproductions, and mailings) associated with the scope of work are included in the monthly retainer fee, unless otherwise agreed upon in writing by the customer.

Total cost: \$24,000

Term Details

Proposed Project Term: Twelve months from the start of the contract.

Estimated Start Date: July 8, 2026

Estimated End Date: July 8, 2027

Customer Acceptance BY: _____ John Adler Mayor City of Black Diamond DATE: _____	Service Provider Acceptance BY: _____ Adam Day CEO Civic Forge LLC DATE: _____
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CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Receive update on Pipeline Road and the Master Planned Developments.	Agenda Date: July 21, 2026	AB26-092
	Mayor John Adler	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – May Miller/Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	X
	Police – Chief Kiblinger	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$ 0	Court – Judge Swain/Tawnya Parks	
Fund Source: Administration		
Timeline: July 2026 to July 2027		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: Staff will provide the City Council with an update on the Pipeline Road project, and ongoing Master Planned Development (MPD) activities. The Pipeline Road project remains a key infrastructure initiative supporting future growth and connectivity within the City. Staff will discuss the current status of the project, recent progress, upcoming milestones, and anticipate next steps, including the status of discussions with Tacoma Water. In addition, staff will provide a broader update on MPD-related activities, including development coordination efforts, current development activity, infrastructure planning, and other significant items associated with implementation of the City's master planned developments. Representatives from Oakpointe Communities will be present to provide information and answer questions. FISCAL NOTE (Finance Department): COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: RECOMMENDED ACTION: Discussion only		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Presentation: Black Diamond Sewer	Agenda Date: July 21, 2026 AB26-093	
	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: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments:		
SUMMARY STATEMENT: In May, the City Council requested City staff to present on challenges with the sanitary sewer system, especially as it relates to the Jones Lake Sewer Lift Station, in response to public comments received. This presentation will discuss challenges with the station, system-wide challenges, stakeholders involved, and next steps. FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Discussion Only.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution Authorizing the Mayor to Submit Letter Supporting Preservation of the Druids Glen Property as Open Space	Agenda Date: July 21, 2026	
	AB26-094	
	Mayor John Adler	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Hal Hart	
	Finance – May Miller/Xavier Mason	
	MDRT/Ec Dev – Michelle Wright	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$ 0	Public Works – Scott Hanis	
Fund Source: Administration	Court – Judge Swain/Tawnya Parks	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Letter		
SUMMARY STATEMENT: The Druids Glen property, consisting of approximately 376 acres located outside the City of Black Diamond, has been identified as a property that may be considered for future redevelopment. While the property is not located within the City's jurisdiction, members of the City Council have expressed an interest in providing comments to King County regarding the long-term value of preserving the property as open space. Councilmembers believe the property's forests, wetlands, recreational opportunities, and natural character provide regional benefits that extend beyond jurisdictional boundaries. The attached letter encourages King County to carefully evaluate opportunities to preserve the property as open space while recognizing the importance of accommodating regional housing needs. Adoption of the proposed resolution does not commit the City to any financial participation, acquisition, regulatory action, or future obligation. It simply authorizes the Mayor to transmit the attached letter on behalf of the City Council.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: A MOTION to Approve Resolution No. 26-1762 Expressing the City Council's Support for Preservation of the Druids Glen Property as Open Space and Authorizing the Mayor to Transmit the Attached Letter to King County on Behalf of the Black Diamond City Council.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON EXPRESSING SUPPORT FOR THE PRESERVATION OF THE DRUIDS GLEN PROPERTY AS OPEN SPACE AND AUTHORIZING TRANSMITTAL OF A LETTER TO KING COUNTY.

WHEREAS, The Druids Glen property consists of approximately 376 acres located in unincorporated King County near the City of Black Diamond; and

WHEREAS, The City Council recognizes the importance of preserving significant open spaces, forests, wetlands, and recreational lands that provide environmental and community benefits to the broader region; and

WHEREAS, The City Council acknowledges the need for communities throughout King County to accommodate future housing growth while recognizing that certain properties possess unique environmental, recreational, and open space values deserving of careful consideration; and

WHEREAS, The City Council desires to express its support for preserving the Druids Glen property as open space and to encourage King County to fully evaluate opportunities for long-term preservation before irreversible land use changes occur.

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

Section 1. The Black Diamond City Council expresses its support for preserving the approximately 376-acre Druids Glen property as open space for the benefit of current and future generations.

Section 2. The City Council encourages King County to carefully consider all reasonable opportunities to preserve the property and to recognize its environmental, recreational, and regional significance when evaluating the property's future.

Section 2. The Mayor is authorized and directed to transmit the letter attached hereto as **Exhibit A** to King County on behalf of the Black Diamond City Council.

Section 2. This Resolution shall take effect immediately upon its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF JULY,
2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

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

Phone: (360) 851-4500
Fax: (360) 851-4501
www.blackdiamondwa.gov

July 21, 2026

King County Councilmember Reagan Dunn
516 Third Ave. Room 1200
Seattle, Washington 98104

Dear Councilmember Dunn,

The undersigned members of the Black Diamond City Council write to express our strong support for preserving the approximately 376-acre Druids Glen property as open space for the benefit of current and future generations.

Although located outside our city limits, Druids Glen is a regional asset whose value extends well beyond the surrounding community. As growth continues throughout southeast King County, large, contiguous open spaces become increasingly scarce. Once these lands are developed, the opportunity to preserve them is effectively lost forever.

We recognize the importance of addressing our region's housing needs and understand that communities throughout King County must continue to accommodate responsible growth. At the same time, we believe not every property is equally suited for development. Certain places possess environmental, recreational, and community value that warrants preservation whenever reasonably possible.

For decades, Druids Glen has served residents as both a recreational amenity and a significant open space. Its forests, wetlands, and natural landscape contribute to the character of southeast King County in ways that cannot easily be replaced. We believe these long-term public benefits deserve substantial weight in any decision regarding the property's future.

We respectfully encourage King County to give serious consideration to preserving this property as open space and to fully explore available options that could accomplish that objective before irreversible changes are made.

As neighboring communities continue to grow, opportunities to preserve landscapes of this size and significance become increasingly uncommon. We hope King County will continue its long tradition of protecting important open spaces and carefully consider whether Druids Glen represents one of those places where preservation best serves the long-term public interest.

Thank you for your consideration and for your continued leadership on matters affecting the future of King County.

Respectfully,

City of Black Diamond Mayor and Council

John Adler, Mayor

Tamie Deady, Mayor Pro Tem

Sara Nielsen, Councilmember

Darcey Peterson, Councilmember

Mario Sorci, Councilmember

Jesse Young, Councilmember

Dan Dal Santo, Councilmember

Ryan Reed, Councilmember

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: July 21, 2026	AB26-095
Authorize the Mayor to Sign an Amendment to the Strategic Plan Contract to add City Staff Engagement Services.	Mayor John Adler	
	City Administrator	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	
	Public Works – Scott Hanis	
Cost Impact (see also Fiscal Note): \$6,745	Court – Judge Swain/Tawnya Parks	
Fund Source: Administration		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☒ City Administrator		
Attachments: Resolution; Professional Services Agreement		
SUMMARY STATEMENT: The City is currently working with BERK Consulting to develop its Strategic Plan. As the planning process has progressed, staff has identified an opportunity to expand engagement beyond elected officials and department directors by directly involving employees from across the organization. The proposed amendment would provide a structured staff engagement process designed to: • Increase employee awareness of and commitment to the Strategic Plan; • Gather feedback from staff to help inform the final Strategic Plan; and • Identify operational issues and opportunities for future consideration by City administration. Under the proposed scope of work, BERK Consulting would: • Prepare discussion materials for employees in advance of the meetings; • Facilitate four 90-minute in-person staff engagement sessions over two days; • Summarize staff feedback for presentation during the City Council's Strategic Planning Workshop; and • Provide separate feedback to the City Administrator regarding operational topics that fall outside the Strategic Plan. This additional engagement is intended to strengthen the Strategic Plan by incorporating the perspectives of employees who are responsible for delivering City services and implementing Council's long-term vision.		
FISCAL NOTE (Finance Department):		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

RECOMMENDED ACTION: **A MOTION to Approve Resolution No. 26-1763 Authorizing the Mayor to Enter into a Professional Services Agreement with Berk Consulting to Provide Staff Engagement Services.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>

RESOLUTION NO. 26-1763

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERK CONSULTING TO PROVIDE ADDITIONAL STRATEGIC PLAN STAFF ENGAGEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT.

WHEREAS, The City of Black Diamond is engaged in the development of a Strategic Plan to establish organizational priorities and guide the City's future policy and operational decisions; and

WHEREAS, The City previously entered into a Professional Services Agreement with BERK Consulting to facilitate the Strategic Planning process; and

WHEREAS, The City has identified an opportunity to strengthen the Strategic Planning process by engaging employees from across the organization to provide input on the draft Strategic Plan, increase awareness of the City's strategic initiatives, and foster organizational alignment; and

WHEREAS, BERK Consulting has submitted a proposed amendment to the Professional Services Agreement to provide additional staff engagement services, including preparation of discussion materials, facilitation of staff engagement sessions, and preparation of a summary of staff feedback for consideration during the Strategic Planning process; and

WHEREAS, The proposed amendment has an estimated cost of **\$6,745**.

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

Section 1. The City Council approves the amendment to the Professional Services Agreement with BERK Consulting, substantially in the form attached hereto as Exhibit A, to provide additional Strategic Plan staff engagement services.

Section 2. The Mayor is authorized to execute the amendment, together with such minor modifications as may be necessary and consistent with the intent of this Resolution, subject to review and approval by the City Attorney.

Section 3. The appropriate City officials are authorized to take all actions necessary to implement the amendment and carry out the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF JULY,
2026.**

CITY OF BLACK DIAMOND:

John Adler, Mayor

Attest:

Brenda L. Martinez, City Clerk

MEMORANDUM

DATE: July 7, 2026

TO: Kevin O'Neill, Black Diamond City Administrator

FROM: Brian Murphy and Maddie Immel

RE: Amendment for staff engagement

Black Diamond would like to engage staff at all levels of the organization in its current strategic planning process. This is an important opportunity to:

- Raise staff awareness of and commitment to the emerging strategic plan.
- Gain input from all staff to inform the development of the strategic plan.
- Identify important topics of interest to staff that do not necessarily align with strategic plan development (see Summarize takeaways, below).

We propose the following approach:

- **Prepare and share information in advance.** BERK will prepare a brief discussion guide, including an introduction to the draft strategic plan and specific questions staff can prepare to answer during in-person meetings. Staff who are unable to attend an in-person meeting can use this material to share their input in writing.
- **Facilitate in-person meetings (2 sessions each day).** BERK staff will facilitate two days of in-person meetings with two sessions scheduled each day. Each session will last 90 minutes and cover the following rough agenda:
 - Introductions and opening ice breaker. (10 minutes)
 - Quick review of strategic planning purpose and process. (10 minutes)
 - Discussion of each Strategic Initiative, with more time devoted to Draft Initiative IV. Enhancing City Capacity and Operations. (60 minutes)
 - Meeting close (10 minutes)
- **Summarize takeaways.** A high-level summary of staff input will be generated to inform the Council Workshop on August 18. Additional input that is not aligned with strategic plan topics or elevation will be shared with the City Administrator for separate consideration.

To align with the strategic planning process currently underway, this staff engagement will occur in July 2026. The table below reflects our anticipated level of effort by person for this engagement.

	Brian Murphy Project Manager and Lead Facilitator	Maddie Immel Co-Facilitator	Total Hours and Estimated Cost by Task
2026 Hourly Rate	\$275	\$185	
Staff Engagement			
Prepare and share information in advance		2	
Facilitate in-person meetings (2 sessions each day)			
Day 1	5	5	
Day 2	5	5	
Summarize takeaways	2	6	
Subtotal	12	18	30
Total Estimated Hours	12	18	30
Cost (Hours*Rate)	\$3,300	\$3,330	\$6,630
Mileage (2 roundtrip visits)			\$115
Estimated Total			\$6,745

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
BERK CONSULTING FOR
STRATEGIC PLAN ENGAGEMENT SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Berk Consulting, Inc. (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 2200 Sixth Avenue Suite 1000, Seattle, WA 98121.

RECITALS

WHEREAS, the City desires to obtain the services of a professional consulting firm to facilitate staff engagement in the City's strategic planning process; and

WHEREAS, the Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

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

TERMS

I. Description of Work.

The scope of Consultant's work under this Agreement is set forth in the Scope of Work attached hereto as Exhibit A (the "Services"). Consultant shall assign Brian Murphy and Maddie Immel (or such other staff member(s), upon advance written approval by the City) to perform such work consistent with the objectives, approach, and timeline described in Exhibit A. The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The City shall pay the Consultant actual time and expenses as set forth in the fee estimate attached hereto as Exhibit A. The payment made by the City to the Consultant shall not exceed \$6,745 (Six Thousand Seven Hundred and Forty Five

Dollars) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit an invoice to the City upon completion of the Services. The City shall pay the full amount of the invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement.

III. Relationship of Parties

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

IV. Term

This Agreement is effective as of the date this Agreement is last signed (the "Effective Date") and shall remain in effect until completion of the Services unless terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until the City has issued a Notice to Proceed.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S

WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the

exercise of any of the aforementioned rights. Each party will retain exclusive interest in and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City, and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered hereby or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more

instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the term or provision's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Brian Murphy, Principal
Berk Consulting, Inc.
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121

CITY:

Attn: Kevin O'Neill, City Administrator
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City gives its consent to any assignment, this paragraph shall

continue in full force and effect and no further assignment may be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

[signatures on following page]

AGREED TO AND EXECUTED BY:

CONSULTANT

By: _____
Brian Murphy, Principal

CITY OF BLACK DIAMOND

By: _____
John Adler, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK