CITY OF BLACK DIAMOND

March 3, 2022 - Regular Business Meeting Agenda
Council Chambers, 25510 Lawson Street, 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
Password:426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Presentation – Update from WSDOT on current projects including fish passage on SR 169, brief overview of upcoming fish passage projects planned for 169 near Black Diamond, and discussion on existing issues on the SR 169 corridor.

CONSENT AGENDA:

1) **Claim Checks –** March 3, 2022, Check No. 51138 through 51185 in the amount of $361,516.65

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. If in person, when recognized by the Mayor, please come to the podium and clearly state your name and city. If joining virtually/telephonically, please use the "raise your hand" feature and once recognized by the Mayor you may unmute and state your name and city for the record. For those dialing in please press *9 to raise your hand and *6 to unmute yourself. Please limit your comments to 3 minutes.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

NEW BUSINESS:

2) **AB22-018** – Resolution Regarding Jail Contract with City of Issaquah — Commander Martinez

3) **AB22-019** – Resolution Regarding Lease Agreement with Black Diamond Historical Society — Mayor Benson

4) **AB22-020** – Resolution Regarding Purchase of New Aid Car — Ms. Miller

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember de Leon
- Councilmember O'Donnell
- Councilmember Page
- Councilmember Deady
- Councilmember Stallard
- Councilmember Smith
- Councilmember Mulvihill

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting Date: **February 24, 2022**
Council Date: **March 3, 2022**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
51138 - 51184	3rd February 2022 Batch	03/04/22	$ 357,314.63
51185	1st March 2022 Batch	3/4/2022	$ 4,202.02
			$
			$
		TOTAL	**$ 361,516.65**

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

May Miller

May Miller, Finance Director

CAROL BENSON, MAYOR

Feb 24, 2022

DATE

DATE

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
AHBL, Inc.				
	51138	**1/31/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	129915			
	January 2022 Service			
	001-000-257-558-70-49-00		MDRT Planning Consultant	$15,935.00
	Total 129915			**$15,935.00**
	51138	**1/31/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	130235			
	January 2022 Service			
	001-000-240-558-60-41-01		Prof Serv- Long Range Planning	$7,280.00
	Total 130235			**$7,280.00**
	Total 51138			**$23,215.00**
Total AHBL, Inc.				**$23,215.00**
Alpine Products Inc.				
	51139	**1/7/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	TM-206895			
	PW - Supplies			
	101-000-000-542-64-31-01		Street Signs	$172.12
	Total TM-206895			**$172.12**
	Total 51139			**$172.12**
Total Alpine Products Inc.				**$172.12**
Amazon Capital Services, Inc.				
	51140	**2/7/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	11DX-W9FY-G9RG			
	MDRT - Supplies			
	001-000-246-558-70-49-00		Miscellaneous	$780.57
			Lighting Supplies	
	Total 11DX-W9FY-G9RG			**$780.57**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
	51140			**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
		133P-4FQL-7MD9				
			FAC - Supplies			
			510-000-300-594-21-64-01		Police Other Equipment & Radios	$14.12
					Lighting Supplies	
		Total 133P-4FQL-7MD9				**$14.12**
	51140			**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
		14TG-JY9R-7HY7				
			COVID - Supplies			
			001-000-195-525-60-31-02		COVID PPE & Safety Supplies	$293.40
					KN95 Masks	
		Total 14TG-JY9R-7HY7				**$293.40**
	51140			**2/2/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
		1739-43HC-MGPD				
			CH - Returned Supplies			
			001-000-180-518-50-31-00		Office Supplies City Hall	($26.08)
					Returned Tax Forms	
		Total 1739-43HC-MGPD				**($26.08)**
	51140			**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
		1H3M-QFPX-PKKX				
			IT - Supplies			
			001-000-195-525-60-49-03		COVID Technology Costs	$458.02
					Monitors, Wireless mouse - Council Chamb	
			001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	$157.66
					PD- Cellphone cases for new I Phones	
		Total 1H3M-QFPX-PKKX				**$615.68**
	51140			**2/8/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
		1MNJ-JMWR-116G				
			Com Dev - Supplies			
			001-000-240-558-51-31-00		CD-Office Supplies only	$15.21
					Monitor Riser	
		Total 1MNJ-JMWR-116G				**$15.21**
	Total 51140					**$1,692.90**
Total Amazon Capital Services, Inc.						**$1,692.90**

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

APS, Inc

51141 — **2/5/2022** — **2022 - February - 3rd February Batch for 3/03/2022 Council**

83440

CH - Supplies

001-000-180-518-50-31-00 — Office Supplies City Hall — $369.58

Ink for Postage Meter

Total 83440 — **$369.58**

Total 51141 — **$369.58**

Total APS, Inc — **$369.58**

Black Diamond Auto Parts

51142 — **12/28/2021** — **2022 - February - 3rd February Batch for 3/03/2022 Council**

457919

PW - Veh Repair & Maint

101-000-000-542-30-48-04 — PW Clearing- Shared Veh/Equip Maint — $313.31

Battery, bulbs, fuse holder...

Total 457919 — **$313.31**

51142 — **1/3/2022** — **2022 - February - 3rd February Batch for 3/03/2022 Council**

457971

PW - Veh Repair & Maint

101-000-000-542-30-48-04 — PW Clearing- Shared Veh/Equip Maint — $857.99

Battery, Hyd Fluid, Oil Cap, Floor Dry, Brake Clean, Nuts, Screws...

Total 457971 — **$857.99**

51142 — **1/27/2022** — **2022 - February - 3rd February Batch for 3/03/2022 Council**

459672

PW - Supplies

101-000-000-542-30-48-03 — PW Clearing-shared Shop Cost — $34.23

Cleaning rags

Total 459672 — **$34.23**

Total 51142 — **$1,205.53**

Total Black Diamond Auto Parts — **$1,205.53**

CCD Black Diamond Partners LLC

51143 — **2/14/2022** — **2022 - February - 3rd February Batch for 3/03/2022 Council**

3629.00 CCD BD

Utility Refund

401-000-000-343-40-00-01 — Water Charges — $216.06

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

Refund Closed Account

Total 3629.00 CCD BD **$216.06**

Total 51143 **$216.06**

Total CCD Black Diamond Partners LLC **$216.06**

CenturyLink (WA)

51144 **2/11/2022** **2022 - February - 3rd February Batch for 3/03/2022 Council**

360-Z11-0212 898B 02.2022

January 2022 Service

Account Number	Name	Amount
401-000-000-534-80-42-00	Telephone/DSL/Radios	$334.95
	360-886-7235 830B: Water Reservoir	
407-000-000-535-80-42-00	Telephone/DSL/Radios	$74.90
	360-886-8146 712B: Old Lawson Pump Station	
407-000-000-535-80-42-00	Telephone/DSL/Radios	$63.11
	360-886-2835 784B: Morganville Pump Station	
407-000-000-535-80-42-00	Telephone/DSL/Radios	$57.69
	360-886-0537 580B: Diamond Glen Sewer	
407-000-000-535-80-42-00	Telephone/DSL/Radios	$60.96
	360-886-0474 006B: Ridge Sewer Pump Station	

Total 360-Z11-0212 898B 02.2022 **$591.61**

Total 51144 **$591.61**

Total CenturyLink (WA) **$591.61**

Chicago Title

51145 **2/10/2022** **2022 - February - 3rd February Batch for 3/03/2022 Council**

01182022LO

PW - Service

Account Number	Name	Amount
404-000-016-594-34-63-00	Fire Flow Loop	$217.19
	Title Search - Latecomer Rights	

Total 01182022LO **$217.19**

Total 51145 **$217.19**

Total Chicago Title **$217.19**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
City of Black Diamond/Retained Funds			
51146	**2/18/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
02182022 COBD CPI			
Retainage			
402-000-003-594-34-63-06		Springs Water Project	$2,167.31
Pmt 6			
404-000-016-594-34-63-00		Fire Flow Loop	$1,646.34
Pmt 3			
Total 02182022 COBD CPI			**$3,813.65**
Total 51146			**$3,813.65**
Total City of Black Diamond/Retained Funds			**$3,813.65**
City of Issaquah			
51147	**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
22000058			
January 2022 Service			
001-000-211-523-60-49-00		Jail Costs	$56.25
Transportation Hours			
001-000-211-523-60-49-00		Jail Costs	$1,400.00
10 days			
Total 22000058			**$1,456.25**
Total 51147			**$1,456.25**
Total City of Issaquah			**$1,456.25**
City of Seattle			
51148	**2/18/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
SU1007382			
02/2022 - 1/2023 Service			
101-000-000-542-30-42-03		GPS Subscription & Costs	$475.00
401-000-000-534-80-42-03		GPS Subscription & Costs	$475.00
407-000-000-535-80-42-03		GPS Subscription & Costs	$475.00
410-000-000-531-10-42-03		GPS Subscription & Costs	$475.00
Total SU1007382			**$1,900.00**
Total 51148			**$1,900.00**
Total City of Seattle			**$1,900.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Comcast							
	51149			**2/5/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		02052022 COM PD					
			1/1/2022 - 3/9/2022 Service				
			001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards		$35.20
					Police Cable TV Act 8498 34 014 0152887		
		Total 02052022 COM PD					**$35.20**
	51149			**2/8/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		02082022 COM EM					
			1/1/2022 - 3/12/2022 Service				
			001-000-191-525-60-31-00		Emergency Management Supplies		$13.81
					EM Cable Acct 8498 34 014 0125628		
		Total 02082022 COM EM					**$13.81**
	Total 51149						**$49.01**
Total Comcast							**$49.01**
Core & Main LP							
	51150			**2/4/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		Q314867					
			PW - Supplies				
			401-000-000-534-80-31-01		Water Operating Supplies		$864.83
			402-000-003-594-34-63-06		Springs Water Project		$302.50
		Total Q314867					**$1,167.33**
	Total 51150						**$1,167.33**
Total Core & Main LP							**$1,167.33**
Datec Incorporated							
	51151			**2/18/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		35318					
			PD - Equip				
			510-000-300-594-21-64-00		Police Vehicles-replace		$2,181.61
					Printers,Mounts, Cables		
		Total 35318					**$2,181.61**
	Total 51151						**$2,181.61**
Total Datec Incorporated							**$2,181.61**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
DD Printing Solutions			
51152	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
1776 DDP			
CH - Supplies			
401-000-000-534-80-49-04		Printing	$537.09
Billing Envelopes			
407-000-000-535-80-49-03		Printing	$537.09
Billing Envelopes			
410-000-000-531-10-49-03		Printing	$268.55
Billing Envelopes			
Total 1776 DDP			**$1,342.73**
Total 51152			**$1,342.73**
Total DD Printing Solutions			**$1,342.73**
E-Plan, Inc.			
51153	**2/17/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
1641			
2/9/2022 - 7/23/2022 Service			
001-000-240-558-51-41-13		E-Plan Permitting Software	$450.00
Total 1641			**$450.00**
Total 51153			**$450.00**
Total E-Plan, Inc.			**$450.00**
First Net			
51154	**2/5/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
287294109909X02132022			
January 2022 Service			
001-000-145-518-80-42-00		Tech. Telephone costs	$574.18
IT			
001-000-145-518-80-42-01		Tech-Comm-INET Costs-First Net	($1,217.36)
Data Plans			
001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	$662.35
Police			
001-000-240-558-51-42-00		Telephone	$152.85
Com Dev			
001-000-246-558-70-42-01		Telephones	$192.89
MDRT			
001-000-254-518-20-42-00		Facilities-Telephones	$101.90
City Clerk			

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
			001-000-254-518-20-42-00	Facilities-Telephones		$50.95
			Facilities			
			001-000-270-576-80-42-00	Telephone/DSL/Radios		$19.51
			4% Parks			
			001-000-280-536-20-42-00	Telephone, DSL & Radios		$9.75
			2% Cemetery			
			101-000-000-542-30-42-01	Telephone/DSL/Radios		$107.29
			22% Streets			
			401-000-000-534-80-42-00	Telephone/DSL/Radios		$117.04
			24% Water			
			404-000-010-534-80-41-00	SCADA/Telemetry Prof Svs		$87.02
			SCADA Routers			
			407-000-000-535-80-42-00	Telephone/DSL/Radios		$117.04
			24% Sewer			
			410-000-000-531-10-42-00	Telephone/DSL/Radios		$117.05
			24% Drainage			
		Total 287294109909X02132022				**$1,092.46**
	Total 51154					**$1,092.46**
Total First Net						**$1,092.46**

Francotyp-Postalia, Inc.

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
	51155		**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		RI105217790				
			Rental 02/14/2022 - 5/13/2022			
			001-000-180-518-50-45-01	Postage Meter Rental & Maint.		$130.44
		Total RI105217790				**$130.44**
	Total 51155					**$130.44**
Total Francotyp-Postalia, Inc.						**$130.44**

H.D. Fowler Company

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
	51156		**2/3/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		I6008986				
			PW - Operating & Repair			
			401-000-000-534-80-31-01	Water Operating Supplies		$3,775.78
			401-000-000-534-80-48-02	Water System Rep & Mtc-Ext/Int		$1,221.82
		Total I6008986				**$4,997.60**

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
51156	I6008988	2/3/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		PW - Repair			
		401-000-000-534-80-48-02	Water System Rep & Mtc-Ext/Int		$462.00
			Sump Pump - Reservoir Repair		
	Total I6008988				$462.00
Total 51156					$5,459.60
Total H.D. Fowler Company					**$5,459.60**

Home Depot Credit Service

Vendor Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
51157	1611148	2/15/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		PW - Supplies			
		101-000-000-542-30-31-12	PW Clearing Acct-Supplies		$48.85
			Wire Strippers		
	Total 1611148				$48.85
51157	5513676	2/11/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		Fac - Supplies			
		510-000-300-594-21-64-01	Police Other Equipment & Radios		$481.49
			Paint & Painting Supplies		
	Total 5513676				$481.49
51157	5611925	2/21/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		PD - Fire Exting			
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance		$97.80
	Total 5611925				$97.80
51157	6010303	2/10/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		PW - Tools			
		101-000-000-542-30-35-00	PW Clearing Acct-Small Tools		$822.83
			Miter Saw		
	Total 6010303				$822.83
51157	8090424	2/18/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		FAC - Supplies			
		510-000-300-594-21-64-01	Police Other Equipment & Radios		($338.95)
	Total 8090424				($338.95)

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
	Total 51157			**$1,112.02**
Total Home Depot Credit Service				**$1,112.02**

Honey Bucket/Northwest Cascade Inc.

51158		**2/15/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	0552599171			
	2/15/2022 - 3/14/2022 Service			
	001-000-270-576-80-31-00		Portable Restroom Facilty	$123.00
			Regional Park w/ Hand Sanitizer: 0071400003	
	Total 0552599171			**$123.00**
Total 51158				**$123.00**
Total Honey Bucket/Northwest Cascade Inc.				**$123.00**

Joann Sloss

51159		**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	02092022 JS			
	Employee Reimbursement			
	001-000-216-521-10-43-00		Lodging, Meals & Mileage	$64.12
			Mileage to Lake Stevens PD	
	Total 02092022 JS			**$64.12**
51159		**2/22/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	02222022 JS			
	Employee Reimbursement			
	001-000-216-521-10-43-00		Lodging, Meals & Mileage	$26.91
			Travel Reimbursement - Tukwila PD	
	Total 02222022 JS			**$26.91**
Total 51159				**$91.03**
Total Joann Sloss				**$91.03**

Johnsons Home & Garden

51160		**2/8/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
	462085			
	PW - Supplies			
	402-000-003-594-34-63-06		Springs Water Project	$293.63
	Total 462085			**$293.63**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	51160			2/9/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		462091					
			PW - Shop Renovation				
			510-000-500-594-48-62-00		PW Bldg Related Impr.		$414.14
					Shelf Brackets, Nozzle, Nuts, Bolts, Screws		
		Total 462091					$414.14
	51160			2/10/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		462120					
			PW - Rep & Maint				
			401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int		$24.42
					Galv Pipe Supplies		
		Total 462120					$24.42
	51160			2/10/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		462135					
			Gym - Bldg Supplies				
			001-000-270-575-51-48-00		Gym Facility Repair & Maintenance		$29.10
					Tape, Flex JBend, PO Plug		
		Total 462135					$29.10
	51160			2/16/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		462279					
			PW - Supplies				
			101-000-000-542-30-31-12		PW Clearing Acct-Supplies		$179.95
					Rake, Batteries, Wire Rope Clip, Cable		
		Total 462279					$179.95
	Total 51160						$941.24
Total Johnsons Home & Garden							$941.24
King County Finance							
	51161			1/31/2022	2022 - February - 3rd February Batch for 3/03/2022 Council		
		117329-117330					
			January 2022 Service				
			101-000-000-542-64-48-01		Traffic Signal Maintenance		$1,018.50
		Total 117329-117330					$1,018.50
	Total 51161						$1,018.50
Total King County Finance							$1,018.50

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

King County Finance - Mental Health

51162		**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
2139756				
4th Qtr 2021 Services				
	001-000-182-564-00-49-01		KC Mental Health	$384.67
Total 2139756				**$384.67**
Total 51162				**$384.67**
Total King County Finance - Mental Health				**$384.67**

King County Finance - Wastewater Treat Div.

51163		**2/1/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
30033378				
February 2022 Service				
	407-000-000-535-80-41-04		Metro Sewer Charges	$92,726.14
Total 30033378				**$92,726.14**
Total 51163				**$92,726.14**
Total King County Finance - Wastewater Treat Div.				**$92,726.14**

L.N. Curtis & Sons

51164		**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
INV568245				
PD - Uniform				
	001-000-210-521-10-31-04		PD-Uniforms	$260.55
		Pants, Shirt		
Total INV568245				**$260.55**
51164		**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
INV568266				
PD - Uniform				
	001-000-210-521-10-31-04		PD-Uniforms	$182.05
		Pullover, Name Blanks		
Total INV568266				**$182.05**
Total 51164				**$442.60**
Total L.N. Curtis & Sons				**$442.60**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Legend Data Systems, Inc.							
	51165			**12/2/2021**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		133417					
			PD - ID Cards				
			001-000-210-521-10-31-00		PD-Operating Supplies		$36.41
		Total 133417					**$36.41**
	Total 51165						**$36.41**
Total Legend Data Systems, Inc.							**$36.41**
Mountain View Fire & Rescue							
	51166			**2/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		22-1076					
			4th Qtr 2021 Fire Marshall Services				
			001-000-240-558-51-41-04		Fire Inspection & Plan Check		$5,293.31
		Total 22-1076					**$5,293.31**
	Total 51166						**$5,293.31**
Total Mountain View Fire & Rescue							**$5,293.31**
Office Products Nationwide							
	51167			**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		1172319-0					
			PD - Supplies				
			001-000-210-521-10-31-00		PD-Operating Supplies		$89.68
			Paper				
		Total 1172319-0					**$89.68**
	51167			**2/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		1172319-1					
			PD - Supplies				
			001-000-210-521-10-31-00		PD-Operating Supplies		$109.79
			Toner				
		Total 1172319-1					**$109.79**
	51167			**2/21/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		1173424-0					
			CD/ PW - Supplies				
			001-000-240-558-51-31-00		CD-Office Supplies only		$29.45
			CD Office Supplies				
			001-000-240-558-51-31-04		Clg-Office Supplies-CD/PW		$29.89

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
		CD/PW - Office Supplies Split	
Total 1173424-0			**$59.34**
Total 51167			**$258.81**
Total Office Products Nationwide			**$258.81**
Pacific Civil and Infrastructure			
51168	**2/18/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
02182022 PCI 6			
402-000-003-594-34-63-06		Springs Water Project	$44,949.89
Pmt 6			
404-000-016-594-34-63-00		Fire Flow Loop	$34,145.15
Pmt 3			
Total 02182022 PCI 6			**$79,095.04**
Total 51168			**$79,095.04**
Total Pacific Civil and Infrastructure			**$79,095.04**
Pacifica Law Group, LLP			
51169	**2/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
73585			
January 2022 Service			
001-000-150-515-45-41-10		Legal Lawsuits/Other Charges	$16,244.00
Total 73585			**$16,244.00**
Total 51169			**$16,244.00**
Total Pacifica Law Group, LLP			**$16,244.00**
Parametrix, Inc.			
51170	**1/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
32377CR			
Billing Adj for Overbilling			
401-000-000-534-80-41-10		Professional Services	($1,635.00)
Total 32377CR			**($1,635.00)**
51170	**1/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
32378			
December 2021 Service			
401-000-000-534-80-41-10		Professional Services	$250.00
Total 32378			**$250.00**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33139			
January 2022 Service			
001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$1,160.00
Total 33139			**$1,160.00**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33140			
January 2022 Service			
001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$637.50
Total 33140			**$637.50**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33141			
January 2022 Service			
001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$19,187.50
Total 33141			**$19,187.50**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33142			
January 2022 Service			
001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$1,105.00
Total 33142			**$1,105.00**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33143			
January 2022 Service			
001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	$245.00
Total 33143			**$245.00**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33144			
January 2022 Service			
320-000-050-595-50-62-00		Covington Creek Bridge	$2,208.75
Total 33144			**$2,208.75**
51170	**2/14/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
33156			
January 2022 Service			
412-000-001-594-31-41-00		Stormwater Mgmt Action Plan: Professionl Service	$2,225.00
Total 33156			**$2,225.00**
Total 51170			**$25,383.75**
Total Parametrix, Inc.			**$25,383.75**

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

Puget Sound Energy

Transaction Number / Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
51171	**2/6/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
02062022 PSE				
January 2022 Service				
001-000-212-521-50-47-00		Electric/gas		$793.97
		200009377470: PD/CT Elec		
001-000-212-521-50-47-00		Electric/gas		$36.72
		220013379882: Police Storage		
001-000-254-518-20-47-00		Facilities-Utilities		$167.48
		200008062016: City Hall Elec		
001-000-254-518-20-47-00		Facilities-Utilities		$192.30
		200008061844: City Hall Elec		
001-000-270-575-30-47-00		Museum Electric/Gas		$470.97
		220013378793: Museum		
001-000-270-575-51-47-00		Gym- Electricity and Gas		$577.26
		220013379652: Gym		
001-000-270-576-80-47-00		Electric/Gas		$12.67
		220013379221: Lake Sawyer Boat Launch		
001-000-270-576-80-47-00		Electric/Gas		$6.83
		220013379635: PW Shop-Parks 4%		
001-000-280-536-20-47-00		Electric/Gas		$3.42
		220013379635: PW Shop-Cemetery 2%		
101-000-000-542-63-47-01		Street Lighting		$112.51
		220013379817: Ped Lighting Roberts		
101-000-000-542-63-47-01		Street Lighting		$77.01
		220024468559: Roberts Dr & Bruckners Way		
101-000-000-542-63-47-01		Street Lighting		$9.34
		220024466751: 24619 Morgan St		
101-000-000-542-63-47-01		Street Lighting		$2,066.09
		220013397355: PSE Streetlights		
101-000-000-542-63-47-01		Street Lighting		$11.36
		220013379247: 216th Signal & Street Lights		
101-000-000-542-63-47-01		Street Lighting		$167.22
		220014704229: Intersection Light 219th & SE 296th St		
101-000-000-542-63-47-01		Street Lighting		$14.56
		220013379601: Baker St Crosswalk		
101-000-000-542-63-47-01		Street Lighting		$52.28
		220013379197: Cov Sawyer & 216th		
101-000-000-542-63-47-01		Street Lighting		$12.42
		220019188881: Intersection Light 24430 Morgan St		

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
101-000-000-543-50-47-00		Electric/Gas		$37.57
		220013379635: PW Shop-Street 22%		
401-000-000-534-80-47-00		Electric/Gas		$39.30
		220013378850: .5 Mil Gal Resv		
401-000-000-534-80-47-00		Electric/Gas		$807.03
		220013378835: Booster Station		
401-000-000-534-80-47-00		Electric/Gas		$617.31
		220013378868: 4.3 Mil Gal Resv		
401-000-000-534-80-47-00		Electric/Gas		$40.99
		220013379635: PW Shop-Water 24%		
407-000-000-535-80-47-00		Electric/Gas		$38.10
		220013379643: Diamond Glen Sewer		
407-000-000-535-80-47-00		Electric/Gas		$110.23
		220013378819: Morganville Lift Station		
407-000-000-535-80-47-00		Electric/Gas		$40.99
		220013379635: PW Shop-Sewer 24%		
407-000-000-535-80-47-00		Electric/Gas		$14.08
		220013379619: Sewer Pump		
410-000-000-531-10-47-00		Electric/Gas		$40.98
		220013379635: PW Shop-Drainage 24%		
Total 02062022 PSE				**$6,570.99**
Total 51171				**$6,570.99**
Total Puget Sound Energy				**$6,570.99**

RH2 Engineering Inc.

51172	**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
84928				
January 2022 Service				
404-000-020-594-34-63-00		3rd Ave Water Main Improvement		$6,594.37
Total 84928				**$6,594.37**
51172	**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
84929				
January 2022 Service				
001-000-257-558-70-41-02		MDRT Civil Engineering		$9,277.80
Total 84929				**$9,277.80**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
51172	2/22/2022	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
85096			
January 2022 Service			
402-000-003-594-34-63-06		Springs Water Project	$15,477.83
Total 85096			**$15,477.83**
Total 51172			**$31,350.00**
Total RH2 Engineering Inc.			**$31,350.00**

SHI International Corp.

51173	**12/1/2021**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
B14435957			
Covid - Tech			
001-000-195-525-60-49-03		COVID Technology Costs	$506.54
		AV Hardware - Council Chambers	
Total B14435957			**$506.54**
51173	**1/28/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
B14685886			
PD - Equip			
510-000-300-594-21-64-00		Police Vehicles-replace	$3,221.87
		Docking Cradles	
Total B14685886			**$3,221.87**
Total 51173			**$3,728.41**
Total SHI International Corp.			**$3,728.41**

Sound Uniform Solutions/Bratwear

51174	**1/31/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
202201SU225			
PD - Uniforms			
001-000-210-521-10-31-04		PD-Uniforms	$549.48
Total 202201SU225			**$549.48**
Total 51174			**$549.48**
Total Sound Uniform Solutions/Bratwear			**$549.48**

South Correctional Entity

51175	**2/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
5787			
January 2022 Service			
001-000-211-523-60-49-00		Jail Costs	$7,236.76
		38 days	

Vendor Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void Amount
	001-000-211-523-60-49-02 31 Days	Prisoner Lang/ Medical Costs	$4,929.00
Total 5787			**$12,165.76**
Total 51175			**$12,165.76**
Total South Correctional Entity			**$12,165.76**
State Auditor's Office			
51176	**2/11/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
L146555			
	January 2022 Service		
	001-000-140-514-23-41-01	State Auditor Services	$1,030.39
	101-000-000-543-30-41-02	State Auditor Services	$247.29
	401-000-000-534-80-41-03	State Auditor Services	$947.96
	407-000-000-535-80-41-07	State Auditor Services	$947.96
	410-000-000-531-10-41-02	State Auditor Services	$947.95
Total L146555			**$4,121.55**
Total 51176			**$4,121.55**
Total State Auditor's Office			**$4,121.55**
Tacoma Public Utilities			
51177	**1/31/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
01312022 TPU			
	January 2022 Service		
	401-000-000-534-80-41-05 Base Fee	Tacoma Wholesale base Charge	$13,119.82
	401-000-000-534-80-47-05 Consumption	Tacoma Util- Water Purchase	$1,189.92
Total 01312022 TPU			**$14,309.74**
Total 51177			**$14,309.74**
Total Tacoma Public Utilities			**$14,309.74**
Tempress Associates, Inc			
51178	**1/27/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**	
2203			
	PW - Supplies		
	401-000-000-534-80-48-02 Polyurethane	Water System Rep & Mtc-Ext/Int	$4,531.70
Total 2203			**$4,531.70**
Total 51178			**$4,531.70**
Total Tempress Associates, Inc			**$4,531.70**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Thomson Reuters - West									
	51179			**2/1/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**				
		845797585							
			February 2022 Service						
			001-000-210-521-10-41-07			PD-Prof Serv/Leads Online-Pawn shop			$195.66
		Total 845797585							**$195.66**
	Total 51179								**$195.66**
Total Thomson Reuters - West									**$195.66**
TRM Wood Products Co. Inc.									
	51180			**1/19/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**				
		408408							
			PW Shop Renovation						
			510-000-500-594-48-62-00			PW Bldg Related Impr.			$196.91
							Nuts, Washers, Screws		
		Total 408408							**$196.91**
	51180			**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**				
		409102							
			PW Shop Renovation						
			510-000-500-594-48-62-00			PW Bldg Related Impr.			$1,353.97
							Lumber & Sheetrock		
		Total 409102							**$1,353.97**
	Total 51180								**$1,550.88**
Total TRM Wood Products Co. Inc.									**$1,550.88**
Valley Communications Center									
	51181			**2/10/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**				
		0026201							
			Jan 2022 Service						
			001-000-214-521-20-41-00			Valley Comm - Dispatch Service			$7,547.58
							162 calls		
		Total 0026201							**$7,547.58**
	Total 51181								**$7,547.58**
Total Valley Communications Center									**$7,547.58**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Vision Municipal Solutions, LLC							
	51182			**2/8/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		09-10182					
			Printing - Utility Bill Forms				
			401-000-000-534-80-49-04		Printing Printing - Utility Bills		$271.32
			407-000-000-535-80-49-03		Printing Printing - Utility Bills		$271.32
			410-000-000-531-10-49-03		Printing Printing - Utility Bills		$135.65
		Total 09-10182					**$678.29**
	Total 51182						**$678.29**
Total Vision Municipal Solutions, LLC							**$678.29**
W. Anneke Berry							
	51183			**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		02092022 WAB					
			February 2022 Service				
			001-000-120-512-50-41-02		Protem Judge		$120.00
		Total 02092022 WAB					**$120.00**
	Total 51183						**$120.00**
Total W. Anneke Berry							**$120.00**
Water Management Laboratories, Inc.							
	51184			**2/9/2022**	**2022 - February - 3rd February Batch for 3/03/2022 Council**		
		200546					
			February 2022 Service				
			401-000-000-534-80-41-02		Water Testing and Sampling		$21.00
		Total 200546					**$21.00**
	Total 51184						**$21.00**
Total Water Management Laboratories, Inc.							**$21.00**

Vendor Count 47 **Grand Total $357,314.63**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Sorci Family LLC				
	51185	**3/1/2022**	**2022 - March - 1st March Batch for 03/03/2022 CM**	
	02152022 SFLLC			
	March 2022 Rent			
		001-000-248-518-20-45-02	MDRT Property Rental Cost	$726.42
		001-000-254-518-20-45-02	Facilities-Prop Rental	$1,089.62
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	$2,385.98
	Total 02152022 SFLLC			**$4,202.02**
	Total 51185			**$4,202.02**
Total Sorci Family LLC				**$4,202.02**

Vendor Count 1 **Grand Total $4,202.02**

Register

Fiscal: 2022
Deposit Period: 2022 - March, 2022 - February
Check Period: 2022 - March - 1st March Batch for 03/03/2022 CM, 2022 - February - 3rd February Batch for 3/03/2022 CM

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
51138	AHBL, Inc.	3/4/2022		$23,215.00
51139	Alpine Products Inc.	3/4/2022		$172.12
51140	Amazon Capital Services, Inc.	3/4/2022		$1,692.90
51141	APS, Inc	3/4/2022		$369.58
51142	Black Diamond Auto Parts	3/4/2022		$1,205.53
51143	CCD Black Diamond Partners LLC	3/4/2022		$216.06
51144	CenturyLink (WA)	3/4/2022		$591.61
51145	Chicago Title	3/4/2022		$217.19
51146	City of Black Diamond/Retained Funds	3/4/2022		$3,813.65
51147	City of Issaquah	3/4/2022		$1,456.25
51148	City of Seattle	3/4/2022		$1,900.00
51149	Comcast	3/4/2022		$49.01
51150	Core & Main LP	3/4/2022		$1,167.33
51151	Datec Incorporated	3/4/2022		$2,181.61
51152	DD Printing Solutions	3/4/2022		$1,342.73
51153	E-Plan, Inc.	3/4/2022		$450.00
51154	First Net	3/4/2022		$1,092.46
51155	Francotyp-Postalia, Inc.	3/4/2022		$130.44
51156	H.D. Fowler Company	3/4/2022		$5,459.60
51157	Home Depot Credit Service	3/4/2022		$1,112.02
51158	Honey Bucket/Northwest Cascade Inc.	3/4/2022		$123.00
51159	Joann Sloss	3/4/2022		$91.03
51160	Johnsons Home & Garden	3/4/2022		$941.24
51161	King County Finance	3/4/2022		$1,018.50
51162	King County Finance - Mental Health	3/4/2022		$384.67
51163	King County Finance - Wastewater Treat Div.	3/4/2022		$92,726.14
51164	L.N. Curtis & Sons	3/4/2022		$442.60
51165	Legend Data Systems, Inc.	3/4/2022		$36.41
51166	Mountain View Fire & Rescue	3/4/2022		$5,293.31
51167	Office Products Nationwide	3/4/2022		$258.81
51168	Pacific Civil and Infrastructure	3/4/2022		$79,095.04
51169	Pacifica Law Group, LLP	3/4/2022		$16,244.00
51170	Parametrix, Inc.	3/4/2022		$25,383.75
51171	Puget Sound Energy	3/4/2022		$6,570.99
51172	RH2 Engineering Inc.	3/4/2022		$31,350.00
51173	SHI International Corp.	3/4/2022		$3,728.41

Number	Name	Print Date	Clearing Date	Amount
51174	Sound Uniform Solutions/Bratwear	3/4/2022		$549.48
51175	South Correctional Entity	3/4/2022		$12,165.76
51176	State Auditor's Office	3/4/2022		$4,121.55
51177	Tacoma Public Utilities	3/4/2022		$14,309.74
51178	Tempress Associates, Inc	3/4/2022		$4,531.70
51179	Thomson Reuters - West	3/4/2022		$195.66
51180	TRM Wood Products Co. Inc.	3/4/2022		$1,550.88
51181	Valley Communications Center	3/4/2022		$7,547.58
51182	Vision Municipal Solutions, LLC	3/4/2022		$678.29
51183	W. Anneke Berry	3/4/2022		$120.00
51184	Water Management Laboratories, Inc.	3/4/2022		$21.00
51185	Sorci Family LLC	3/4/2022		$4,202.02
		Total	**Check**	**$361,516.65**
				$361,516.65
		Grand Total		**$361,516.65**

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: March 3, 2022**	**AB22-018**	
Resolution on Interlocal agreement between the City of Issaquah and the City of Black Diamond for Jail Services.	Mayor Carol Benson		
	City Administrator		
	City Attorney David Linehan		
	City Clerk – Brenda L. Martinez		
	Com Dev – Mona Davis		
	Finance – May Miller		
	MDRT/Ec Dev – Andy Williamson		
Cost Impact (see also Fiscal Note): Unknown	Police – Commander Martinez	X	
Fund Source: General Fund	Public Works – Scott Hanis		
Timeline:	Court – Stephanie Metcalf		

Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution; Interlocal Agreement

SUMMARY STATEMENT:

This is an interlocal agreement between the City of Issaquah and the City of Black Diamond for Jail Services. The current daily rate is $140.00 per day, with no booking fees. The duration of the contract is indefinite. However, either party may elect to terminate the agreement by giving written notice of termination to the other party, which will be effective ninety (90) days from the date of receipt.

The Issaquah Jail is our secondary booking option if Enumclaw is unavailable.

FISCAL NOTE (Finance Department): The jail costs are included in the 2022 Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 22-1474 authorizing the Mayor to execute an Interlocal Agreement for inmate housing with the City of Issaquah.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
March 3, 2022		

RESOLUTION NO. 22-1474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR INMATE HOUSING WITH THE CITY OF ISSAQUAH.

WHEREAS, currently the City of Black Diamond contracts with the City of Issaquah for inmate housing and would like to continue utilizing the City of Issaquah as an option when booking offenders; and

WHEREAS, the City of Issaquah, which is a governmental agency, has provided a proposed renewal contract for approval;

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 the interlocal agreement in substantially similar form to the attached agreement, for inmate housing with the City of Issaquah for an indefinite term, as shown in Attachment A hereto. The schedule of fees and charges included in the inmate housing agreement at Exhibit A is approved. Per Section 5(D) of the agreement, the Mayor is authorized to acknowledge receipt of an updated schedule of fees and charges from the City of Issaquah and to accept same without necessity of formal amendment or action by the Council or the City of Issaquah

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 3RD DAY OF MARCH, 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

INTERAGENCY AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON AND BLACK DIAMOND, WASHINGTON, FOR THE HOUSING OF INMATE IN THE ISSAQUAH CITY JAIL

This agreement is between the City of Issaquah, a municipal corporation of the State of Washington (hereinafter "Issaquah") and the City of Black Diamond, a municipal corporation of the State of Washington (hereinafter "Black Diamond")

Recitals

Whereas, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

Whereas, Black Diamond wishes to designate the Issaquah Jail as a place of confinement for incarceration through the use of 0 (x) guaranteed beds; and

Whereas, in an effort to streamline administrative procedures and ensure that the daily rate charge for 0 guaranteed non-gendered specific beds to house inmates at Issaquah's jail is consistent with the current operating costs, it is necessary to enter into a standardized interagency agreement; and

Whereas, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. <u>GOVERNING LAW</u>

   The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. <u>EFFECTIVE DATE</u>

   This Agreement shall be effective when both parties have executed this contract and this document has been listed on Issaquah's website in accordance with RCW 39.34.040

3. <u>TERMINATION</u>

   (A) This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.

(B) In the event of termination of this Agreement for any reason, Black Diamond shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Black Diamond retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, Indemnity, shall remain in force until such time as all inmates from Black Diamond have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah:	Chief of Police
	Issaquah Police Department
	130 E. Sunset Way
	Issaquah, Washington 98027
Contact:	Issaquah Jail Manager
City of Black Diamond:	Chief of Police
	Black Diamond Police Department
	25510 Lawson ST/ PO BOX 309
	Black Diamond, Washington 98010
Contact:	Chief of Police, Jamey Kiblinger
	jkiblinger@blackdiamondwa.gov

5. COMPENSATION

(A) Guaranteed Bed Rate. Issaquah agrees to accept and house non-gendered specific inmates at the daily 0 guaranteed bed rate of $110.00 per bed day. The guaranteed rate is limited to the first 0 guaranteed beds by Black Diamond. The $110.00 per bed per day rate shall be assessed for each day the contract is in effect regardless of occupancy by a Black Diamond inmate.

(B) Non-Guaranteed Bed Rate. Black Diamond may purchase additional beds, as available, at the daily rate of $140.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Black Diamond inmates in excess of 0 minimum bed commitment.

(C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the 0 guaranteed beds by the 30th of each following month. Black Diamond agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Black Diamond with an itemized bill for inmates housed in addition to the Guaranteed Bed Rate listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30^{th} of each following month. Black Diamond agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month.

(D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect increased costs. Issaquah will give Black Diamond at least ninety (90) days advance written notice of the increased rate prior to implementation.

6. AGREEMENT AMMENDMENTS

(A) Guaranteed beds. Black Diamond may cancel the reserved beds, in whole or in part, at any time by providing written notice to the Jail Manager for the City of Issaquah. The notice shall be provided at least ninety (90) days in advance of the effective date of the cancellation. Issaquah may cancel the reserved beds, in whole or in part, at any time by providing written notice to Black Diamond at least ninety (90) days in advance of the effective date of the cancellation.

(B) Changes in law or regulations. Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement.

7. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Black Diamond's jurisdiction.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. RIGHT TO REFUSAL

Issaquah shall have the right to refuse to accept any inmate from Black Diamond who, in the judgment of Issaquah, has a current illness or injury which may adversely affect the operations of the Issaquah Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

10. HOUSING DECISIONS

In order to manage its jail population, Issaquah reserves the right to decide where Black Diamond inmate(s) will be housed. In the event that Black Diamond inmate is transferred to another jail facility. Black Diamond's obligation to pay the daily rate to Issaquah will cease and Black Diamond obligation to pay the daily rate to the jail facility will be governed by Black Diamond's contract with that other agency operating the jail facility. This section only applies to those inmates housed at Issaquah Jail under the non-guaranteed bed rate.

11. RETAKING OF INMATES

Upon request from Issaquah, Black Diamond shall, at its expense, retake any Black Diamond inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Black Diamond inmate is terminated for any reason, Black Diamond, shall, at its expense, retake such inmate from Issaquah.

12. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Black Diamond law enforcement officers placing Black Diamond misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Black Diamond is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

13. NON-ASSIGNABILITY

Black Diamond agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

14. TRANSPORTATION

Black Diamond inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Black Diamond and shall be returned, if necessary, to Black Diamond by Black Diamond personnel and at Black Diamond's expense. Issaquah is not responsible for transportation of Black Diamond inmates under this agreement and shall be reimbursed by Black Diamond for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of $55.00 per hour.

15. RECORDS AND REPORTS

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Black Diamond shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. MEDICAL TREATMENT

(A) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail. Issaquah shall provide for routine medical services in the Issaquah Jail. Examples of medical services which may be provided in the Issaquah Jail but which are not routine, and for which Black Diamond shall be billed include, but are not limited to, HIV?AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Black Diamond shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a ALAX inmate including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provide to Black Diamond inmates.

(B) If Issaquah becomes aware that a Black Diamond inmate is in need of medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Black Diamond prior to obtaining said service. If Black Diamond is contacted and does not authorize Issaquah to obtain the service, then Black Diamond shall within one hour pick up the inmate from the Jail. Provided, i9n the case of emergency, Issaquah may notify Black Diamond after the service has been provided.

(C) An adequate record of all such services shall be kept by Issaquah in accordance with HIPPAA regulations for Black Diamond's review at its request. Any medical or dental services of major consequence shall be reported to Black Diamond as soon as time permits.

(D) Black Diamond shall be responsible for any and all costs incurred by or on behalf of a Black Diamond inmate regarding hospitalization. If necessary, Black Diamond shall reimburse Issaquah dollar for dollar any amount expended or cost incurred by Issaquah in providing the same. Upon payment from Black Diamond for the inmate's health care expense, Issaquah will assign to Black Diamond, if requested by Black Diamond, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Black Diamond will be notified by contacting a duty supervisor at the Black Diamond Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Black Diamond from retaking the ill or injured inmate. In the event a Black Diamond inmate is taken by emergency to a hospital, Issaquah shall notify Black Diamond as soon as possible of transport. Black Diamond is responsible for providing security during any time of hospitalization.

17. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmate of Black Diamond. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

18. VIDEO ARRAIGNMENT

Upon request, Issaquah will provide video arraignment services at the rate of $45.00 per hour.

19. REMOVAL FROM THE JAIL

An inmate from Black Diamond legally confined in Issaquah shall not be removed from there by any person except:

(A) When requested by Black Diamond Police Department in writing authorizing such release; or
(B) Upon court order in those matters in which said court has jurisdiction over such inmate; or
(C) For appearance in the court in which a Black Diamond inmate is charged; or
(D) In compliance with a Writ of Habeas Corpus; or
(E) For interviews by Black Diamond attorney or member of Black Diamond Police Department; or
(F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
(G) For other scheduled court appearance, including those for which they are not being held; or
(H) Upon the execution of the Standards of Release Administrative Order No. 2013-01; or
(I) For medical care and court ordered evaluations.

20. LOSS OF USE

The parties understand that there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all of the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all of the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Black Diamond to any compensation from the Issaquah. During any period of unavailability, Black Diamond will be relieved of the obligation to pay for any unavailable beds.

21. DISPUTE BETWEEN Black Diamond AND ISSAQUAH

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Black Diamond and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

22. INDEMNIFICATION

Issaquah agrees to defend, indemnify and hold Black Diamond harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful or negligent act or omission by any officer, agent, or employee if Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. In addition, Issaquah shall maintain a policy of liability insurance with limits of not less than $1,000,000, naming the Black Diamond as an additional insured thereon, provided, that Black Diamond shall accept a certificate from the AWC-RMSA certifying that Issaquah is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

Black Diamond agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of Black Diamond. In addition, Black Diamond shall maintain a policy of liability insurance with limits of not less than $1,000,000, naming Issaquah as an additional insured thereon, provided, that Issaquah shall accept a certificate from the WCIA certifying that Black Diamond is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

23. REQUIRED ELEMENTS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

(A) This Agreement has been approved by the governing bodies of each of the participating agencies/
(B) No separate organization or separate legal or administrative entity is created by this Agreement.
(C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW an no joint or cooperative budget shall be undertaken.
(D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
(E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Black Diamond.

24. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

25. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

26. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

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

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

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

(D) Black Diamond will terminate this Agreement
- a) Should Issaquah elect to discontinue pursuit of PREA compliance;
- b) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
- c) Should Issaquah be found to be in egregious violation of PREA.

27. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH	CITY OF BLACK DIAMOND
________________________________	________________________________
By:	By:
Its:	Its:
Date:___________________________	Date:_________________________
ATTEST:	ATTEST:
________________________________	________________________________
By:	By:
Its:	Its:
Date:__________________________	Date:_________________________
APPROVED AS TO FORM:	APPROVED TO AS FORM:
_______________________________	________________________________
By:	By:
Its:	Its:
Date:___________________________	Date:__________________________

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: March 3, 2022**	**AB22-019**
Resolution authorizing the Mayor to enter into a lease agreement with the Black Diamond Historical Society	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):	Police – Chief Kiblinger	
Fund Source:	Public Works – Scott Hanis	
Timeline:	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution; Current Lease Agreement, Proposed Lease Agreement

SUMMARY STATEMENT:

The current lease agreement with the Black Diamond Historical Society expires on March 31, 2022. In consideration of the public benefit the Black Diamond Historical Society provides for the City and its citizens, it is the desire of both the City and Historical Society to enter into a new lease agreement.

The proposed agreement is basically the same except for the dates.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 22-1475 authorizing the Mayor to enter into a lease agreement with the Black Diamond Historical Society for the term of 10 years, commencing on April 1, 2022 and expiring March 31, 2032.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
March 3, 2021		

RESOLUTION NO. 22-1475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BLACK DIAMOND HISTORICAL SOCIETY

WHEREAS, the City is authorized to enter into lease agreements with non-profit corporations; and

WHEREAS, the current lease agreement with the Black Diamond Historical Society expires on March 31, 2022; and

WHEREAS, in consideration of the public benefit the Black Diamond Historical Society provides for the City and its citizens, it is the desire of both the City of Black Diamond and the Black Diamond Historical Society to enter into a new lease agreement;

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

Section 1. The Mayor is hereby authorized to execute a Lease Agreement between the City of Black Diamond and the Black Diamond Historical Society 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 3RD DAY OF MARCH, 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CONFORMED COPY

After Recording Return to:
City of Black Diamond
PO Box 599
Black Diamond, WA 98010

20120329000126
CITY OF BLACK LE 69.00
PAGE-001 OF 008
03/29/2012 07:47

COMMERCIAL LEASE

THIS LEASE made this 1st day of April, 2012 by and between the City of Black Diamond, a municipal corporation, organized under the Optional Municipal Code, hereinafter called "Lessor", and the Black Diamond Historical Society, a non profit corporation, hereinafter referred to as "Lessee".

WITNESSETH:

1. PREMISES: Lessor does hereby lease to Lessee those certain lands and improvements legally described on Exhibit "1" attached hereto and incorporated herein as if set forth in full, commonly known as the site upon which the Black Diamond Historical Society and Museum is located in Black Diamond, King County, Washington.

2. TERM: The term of this Lease shall be for ten (10) years commencing the 1st day of April, 2012.

3. RENT: Lessee covenants and agrees to pay the Lessor as rental for said premises the sum of One and no/100 ($1.00) DOLLAR per year. Rent is payable in advance of the 1st day of the year to Lessor at City Hall, Black Diamond. The parties agree that the benefit to the citizens of the City of Black Diamond provided by the Black Diamond Historical Society and Museum is greater than or equal to the fair market value of the leased premises.

4. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense, and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to be premises; keep all drain pipes free and open; protect water, heating, gas and other pipes to prevent freezing or clogging; repair all leaks and damage caused by leaks; replace all glass in windows and doors of the premises which may become cracked or broken; and remove ice and snow from sidewalks. The roof, exterior walls and foundations, which are the responsibility of the Lessee, Lessee shall make such repairs as necessary to maintain the premises in as good a condition as they now are in, reasonable use and wear and damage by fire and other casualty excepted.

5. UTILITIES AND FEES: Lessor agrees to pay all charges for lights, heat water, sewer, and stormwater and all other utilities and services to the premises; and all license fees and other governmental charges levied on the operation of Lessee's business on the premises.

6. ACCIDENTS AND LIABILITIES: Lessor shall provide property and liability insurance for the premises. At such time as the Lessor is unable or unwilling to continue to provide such insurance, the insurance shall be provided by the Lessee in such amounts and limits as acceptable to the Lessor.

7. USE: Lessee shall use the premises for the purpose of operating a museum, historical site, and other civic uses that would benefit the historical society.

8. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed and not dismissed within thirty (30) days for the business of Lessee, Lessor may cancel this Lease at its option.

9. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this lease without written consent of the Lessor.

10. ACCESS: Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alterations, and to show the premises to prospective tenants for sixty (60) days prior to the expiration of the lease term.

11. POSSESSION: Lessor shall deliver possession of the premises to Lessee at the commencement of the term.

12. FIRE AND OTHER CASUALTY: In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than ninety (90) days after date of such notification to notify the Lessee in writing of Lessor's intentions to rebuild or repair said premises, or the part so damaged as aforesaid, and if Lessor elects to rebuild or repair said premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon Lessor or Lessor's agents.

    In the event the building in which the premises hereby leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of the Lessor it shall not be practicable to rebuild or repair, then it shall be optional with the Lessor to terminate this lease by written notice served on Lessee within ninety (90) days after such destruction or damage.

13. SIGNS: Lessee may install signs on the premises, as Lessee deems appropriate to identify Lessee's business. At the termination of this lease, Lessee will remove all signs place by it upon premises, and will repair any damage caused by such removal, and replace prior signposts and cover at the option of Lessor.

14. ALTERATIONS: After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such

improvements and restore the premises to its original condition at option of Lessor, not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed shall remain in and be surrendered with the premises as a part thereof. Trade fixtures may be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.

15. DEFAULT AND RE-ENTERY: If Lessee shall fail to keep and perform any of the covenants and agreements herein contained, including the payment of rent, and such failure continued for thirty days after written notice from Lessor, unless the rent is paid or appropriate action has been taken by Lessee in good faith to cure such failure, Lessor may terminate this lease and re-enter said premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the term of the lease and Lessee covenants and agrees to pay to Lessor any deficiency arising from a re-letting of the premises at a lesser amount than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof in ascertained by Lessor.

16. REMOVAL OF PROPERTY: In the event Lessor lawfully re-enters the premises as provided herein, Lessor shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee.

17. COSTS ATTORNEY FEES: If by reason or any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fees and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

18. NO WAVIER OR COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

19. SURRENDER OF PREMISES: Lessee agrees, upon termination of this lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean, and to deliver all keys to the premises to Lessor. Lessee agrees to leave all buildings and facilities that it has constructed.

20. HOLDING OVER: If Lessee, with the implied or expressed consent of Lessor, shall hold over after the expiration of the term of this lease, Lessee shall remain

bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.

21. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage paid, addressed to Lessor at City Hall, City of Black Diamond, P.O. Box 559, Black Diamond, Washington 98010, or to Lessee at Black Diamond Historical Society, P.O. Box 232, Black Diamond, Washington 98010, or at such other address as either party may designate in writing from time to time.

22. TIME IS OF THE ESSENCE OF THIS LEASE:
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

LESSEE:
Black Diamond Historical Museum

Keith Watson

President

LESSORS:
City of Black Diamond

Rebecca Olness

Mayor Rebecca Olness

Attested:

Rachel Arne for

Brenda L. Martinez, City Clerk

STATE OF WASHINGTON)

:ss.

County of KING)

On this day personally appeared before me Rebecca Olness to me known to be the Mayor of the City of Black Diamond, described in and who executed the within and foregoing instruments, and acknowledged that he signed the same as the City's free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 16th day of March, 2012.

RACHEL J. PITZEL NOTARY PUBLIC STATE OF WASHINGTON My Comm. Expires Aug. 13, 2012

Rachel Pitzel

NOTARY PUBLIC in and for
the State of Washington residing
at Black Diamond
My commission expires 8/13/12

STATE OF WASHINGTON)

:ss.

County of KING)

On this day personally appeared before me Keith Watson to me known to be the President of the Black Diamond Historical Society, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as the H. Society free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 21st day of March, 2012.

RACHEL J. PITZEL NOTARY PUBLIC STATE OF WASHINGTON My Comm. Expires Aug. 13, 2012

Rachel Pitzel

NOTARY PUBLIC in and for
the State of Washington residing
at Black Diamond
My commission expires 8/13/12

EXHIBIT 1

The following described premises situated in King County, Washington, to wit:

Being a portion of Qtr-NW, Sec 14, Twp-21, Rge-6, Lot 1, Block 12. Parcel number 084400-0600-0. Known as 32627 Railroad Avenue, Black Diamond, Washington 98010

After Recording Return to:
City of Black Diamond
ATTN: City Clerk
PO Box 599
Black Diamond, WA 98010

COMMERCIAL LEASE

THIS LEASE made this 1st day of April, 2022, by and between the City of Black Diamond, a municipal corporation, organized under the Optional Municipal Code, hereinafter called "Lessor", and the Black Diamond Historical Society, a non profit corporation, hereinafter referred to as "Lessee".

WITNESSETH:

1. PREMISES: Lessor does hereby lease to Lessee those certain lands and improvements legally described on Exhibit "1" attached hereto and incorporated herein as if set forth in full, commonly known as the site upon which the Black Diamond Historical Society and Museum is located in Black Diamond, King County, Washington.

2. TERM: The term of this Lease shall be for ten (10) years commencing the 1st day of April 2022.

3. RENT: Lessee covenants and agrees to pay the Lessor as rental for said premises the sum of One and no/100 ($1.00) DOLLAR per year. Rent is payable in advance of the 1st day of the year to Lessor at City Hall, Black Diamond. The parties agree that the benefit to the citizens of the City of Black Diamond provided by the Black Diamond Historical Society and Museum is greater than or equal to the fair market value of the leased premises.

4. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense, and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to be premises; keep all drain pipes free and open; protect water, heating, gas and other pipes to prevent freezing or clogging; repair all leaks and damage caused by leaks; replace all glass in windows and doors of the premises which may become cracked or broken; and remove ice and snow sidewalks. The roof, exterior walls and foundations, which are the responsibility of the Lessee, Lessee shall make such repairs as necessary to maintain the premises in as good a condition as they now are in, reasonable use and wear and damage by fire and other casualty excepted.

5. UTILITIES AND FEES: Lessee agrees to pay all charges for lights, heat water, sewer garbage and all other utilities and services to the premises; and all license fees and other governmental charges levied on the operation of Lessee's business on the premises.

6. ACCIDENTS AND LIABILITIES: Lessor shall provide property and liability insurance for the premises. At such time as the Lessor is unable or unwilling to continue to provide such insurance, the insurance shall be provided by the Lessee in such amounts and limits as acceptable to the Lessor.

7. USE: Lessee shall use the premises for the purpose of operating a museum, historical site, and other civic uses that would benefit the historical society.

8. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed and not dismissed within thirty (30) days for the business of Lessee, Lessor may cancel this Lease at its option.

9. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this lease without written consent of the Lessor.

10. ACCESS: Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alterations, and to show the premises to prospective tenants for sixty (60) days prior to the expiration of the lease term.

11. POSSESSION: Lessor shall deliver possession of the premises to Lessee at the commencement of the term.

12. FIRE AND OTHER CASUALTY: In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than ninety (90) days after date of such notification to notify the Lessee in writing of Lessor's intentions to rebuild or repair said premises, or the part so damaged as aforesaid, and if Lessor elects to rebuild or repair said premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon Lessor or Lessor's agents.

    In the event the building in which the premises hereby leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of the Lessor it shall not be practicable to rebuild or repair, then it shall be optional with the Lessor to terminate this lease by written notice served on Lessee within ninety (90) days after such destruction or damage.

13. SIGNS: Lessee may install signs on the premises, as Lessee deems appropriate to identify Lessee's business. At the termination of this lease, Lessee will remove all signs place by it upon premises, and will repair any damage caused by such removal, and replace prior signposts and cover at the option of Lessor.

14. ALTERATIONS: After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition at option of Lessor, not later than the termination date, at Lessee's sole cost and expense. Any improvements not so

removed shall remain in and be surrendered with the premises as a part thereof. Trade fixtures may be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.

15. DEFAULT AND RE-ENTERY: If Lessee shall fail to keep and perform any of the covenants and agreements herein contained, including the payment of rent, and such failure continued for thirty days after written notice from Lessor, unless the rent is paid or appropriate action has been taken by Lessee in good faith to cure such failure, Lessor may terminate this lease and re-enter said premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the term of the lease and Lessee covenants and agrees to pay to Lessor any deficiency arising from a re-letting of the premises at a lesser amount than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof in ascertained by Lessor.

16. REMOVAL OF PROPERTY: In the event Lessor lawfully re-enters the premises as provided in Section 15, above, Lessor shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee.

17. COSTS ATTORNEY FEES: If by reason or any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fees and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

18. NO WAVIER OR COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

19. SURRENDER OF PREMISES: Lessee agrees, upon termination of this lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean, and to deliver all keys to the premises to Lessor. Lessee agrees to leave all buildings and facilities that it has constructed.

20. HOLDING OVER: If Lessee, with the implied or expressed consent of Lessor, shall hold over after the expiration of the term of this lease, Lessee shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.

21. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage paid, addressed to Lessor at City Hall, City of Black Diamond, P.O. Box 559, Black Diamond, Washington 98010, or to Lessee at Black Diamond Historical Society, P.O. Box 232, Black Diamond, Washington 98010, or at such other address as either party may designate in writing from time to time.

22. TIME IS OF THE ESSENCE OF THIS LEASE

AGREED TO AND ACKNOWLEDGED BY:

LESSEE: Black Diamond Historical Museum	**LESSOR:** City of Black Diamond
____________________ **President**	____________________ **Mayor Carol Benson**
____________________ **Date**	____________________ **Date**

Attested:

____

Brenda L. Martinez, City Clerk

STATE OF WASHINGTON)
:ss.
County of KING)

On this day personally appeared before me Carol Benson to me known to be the Mayor of the City of Black Diamond, described in and who executed the within and foregoing instruments, and acknowledged that she signed the same as the City's free and voluntary act and deed for the uses and purposes herein mentioned.
GIVEN under my hand and official seal this ______day of __________________, 2022.

____
NOTARY PUBLIC in and for
the State of Washington residing
at ____________________________
My commission expires____________

STATE OF WASHINGTON)
:ss.
County of KING)

On this day personally appeared before me ___________________to me known to be the ________________________of the Black Diamond Historical Society, described in and who executed the within and foregoing instruments, and acknowledged that he signed the same as the____________free and voluntary act and deed for the uses and purposes herein mentioned.
GIVEN under my hand and official seal this ______day of __________________, 2022.

____
NOTARY PUBLIC in and for
the State of Washington residing
at ____________________________
My commission expires____________

EXHIBIT 1

The following described premises situated in King County, Washington, to wit:

Being a portion of Qtr-NW, Sec 14, Twp-21. Rge-6. Lot 1, Block 12. Parcel number 084400-0600-0. Known as 32627 Railroad Avenue, Black Diamond, Washington 98010

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	Agenda Date: March 3, 2022	AB22-020
Resolution accepting bid and authorizing the Mayor to sign a contract for the purchase of a new Aid Vehicle from GAC's Cooperative Purchasing Program	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $331,000	Police – Chief Kiblinger	
Fund Source: Fire Impact Fees & REET I	Public Works – Seth Boettcher	
Timeline: 2022	Court – Stephanie Metcalf	
	Fire – Chief Smith	X

Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution, Bid

SUMMARY STATEMENT:

This resolution will accept the bid from GAC's Cooperative Purchasing Program and authorize the Mayor to sign a contract for the purchase of a new aid Vehicle. Chief Smith has located a new demo 2022 Horton 603 Type I 4WD Custom Ambulance (Aid-Car) from PPS/Professional Services, L.C. and is recommending this purchase.

FISCAL NOTE (Finance Department): The replacement of the fire aid car was included in the 2019-2024 CIP document. The estimated cost is approximately $331,000 including the additional supplies needed to make the unit operational. The sources of funding are from the accumulated Fire Impact Fees at 83.73% for $277,146 plus Real Estate Excise Tax at 16.27% or $53,854. The Horton Aid Vehicle is a new unused demo so it can be placed in service much sooner than ordering a new one. This is important as the old Aid Vehicle is no longer operational, and the Fire Department has had to start transport of patients to the hospital, due to lack of private ambulance service.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Finance Committee discussed this item at their February 24, 2022 meeting for the Council consideration at the March 3, 2022 meeting.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 22-1476, accepting the bid and authorizing the Mayor to sign a contract with GAC's Cooperative Purchasing Program to purchase a new Aid Vehicle.**

RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
March 3, 2022		

RESOLUTION NO. 22-1476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE PURCHASE OF A NEW HORTON AMBULANCE (AID CAR) FOR THE FIRE DEPARTMENT

WHEREAS, the City's current ambulance/aid car is no longer operational; and

WHEREAS, the City's contract with Mountain View Fire and Rescue requires that the City provide a functioning a operational aid car for transporting persons in case of medical emergency; and

WHEREAS, the City has identified available funds from its fire impact fees and real estate excise taxes for purchase of capital equipment for fire and emergency medical service; and

WHEREAS, the Fire Chief has researched vendors and located a new factory demo 2022 Horton 603 Type 1 4WD aid car/ambulance that can be purchased from Professional Sales & Service, L.C. (PSS) and placed into immediate operation with the Fire Department; and

WHEREAS, PSS has provided the attached quote to sell the 2022 Horton 603 Type 1 ambulance (with 4WD) for a price of $285,161.00, including shipping, plus Washington State Sales Tax; and

WHEREAS, the Horton 603 Type 1 emergency vehicle can be purchased from PSS through the "HGAC Buy" Cooperative Purchasing Program, which the City joined in 2019 pursuant to City of Black Diamond Resolution No. 19-1316, and the City has recent positive experience in purchasing a fire engine through the HGAC Buy program; and

WHEREAS, purchasing the Horton 603 Type 1 (Ford F450) emergency vehicle though the HGAC Buy Cooperative Purchasing Program, Contract No. AM10-20 (Ambulances, EMS, and Other Special Service Vehicles), Product Code AM20KA06, satisfies the competitive bidding requirements of Washington law; and

WHEREAS, purchasing the Horton 603 Type 1 ambulance from PSS presents several advantages over ordering a custom-designed vehicle from the manufacturer—namely, that a custom order likely would not be ready for delivery for at least 6 to 8 months after placing the order, and that the vehicle offered for sale to the City is a brand new factory demo, which comes at a somewhat lower price; and

WHEREAS, Fire Chief Smith recommends the acquisition of the Horton 603 Type 1 aid car, and he further indicates that an additional $20,000 may be necessary to finish outfitting the vehicle with necessary equipment and supplies once it is delivered to the City, for a total cost of approximately $331,000;

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

Section 1. The City Council accepts the proposal attached hereto for the purchase of a 2022 Horton 603 Type 1 (4WD) Custom Ambulance from Professional Sales and Service, L.C., and further authorizes the Mayor to execute the purchase order and all related documentation necessary to complete the purchase of same through the HGAC Buy Cooperative Purchasing Program.

Section 2. To fund the purchase, the City Council authorizes the use of up to $277,146 in fire impact fees (83.73% of the cost) and up to $53,854 in real estate excise tax funds (16.27% of the cost), for a total cost of $331,000 plus any additional amounts necessary for related equipment, supplies, and taxes associated with bringing the new emergency aid car into full operation.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THERE OF, THIS 3RD DAY OF MARCH 2022.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

PSS / PROFESSIONAL SALES & SERVICE, L.C.

February 1, 2022

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

Good day;
Professional Sales and Service, LC respectfully provides the City of Black Diamond the following quote for a new ambulance/aid car vehicle. We appreciate the opportunity to work with you now and look forward to helping you with your ambulance/aid car needs in the future.

The following proposal reflects a new **Type I ambulance** equipped with options and feature configuration as shown on the previously submitted spec and drawings. The quote is as follows:

One (1) 2022 Horton 603 Type I 4WD Custom Ambulance

The module body will be 167" long, and have an interior height of 72" inches. It will be mounted on a 2022 Ford F450 diesel engine 4x4 dual rear wheel cab/chassis with 18,000 lb. GVWR and a Liquid Spring Suspension. This proposal includes Horton's HOPS occupant safety system including Airbags for rollover protection, CoolTech II 100k BTU capable auxiliary condenser, along with our electrical system: Intelliplex i4G - The most advanced electrical system available which incorporates solid-state electronics with Multiplexing technology. It also includes weight saving all-aluminum module body, NO-wood construction, aluminum cabinetry, electrical system diagnostic testing, digital computer consoles, LED lighting package and much more.

Ambulance Price(HGAC**)…………	$285,161.00
Shipping…………	Included.
Washington State Sales Tax Loc code 1705 @9%…………	$25,664.49
Total Delivered Price*…………	**$310,825.49**

*** Price reflects HGAC contract # AM10-20 Product code KA01-KA13, KE01-KE09.*

*Price does not include any applicable local taxes.
** HGAC price based on current selected model, chassis, and options.
Quote includes the Stryker Power Load system (installed) and a Stryker Power Pro XT cot.

IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!!
Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT.

They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

F.O.B. POINT: Black Diamond, Washington

DELIVERY: Vehicle will be delivered approximately 30-45 days barring any delays due to strikes, availability of component parts, or Acts of God.

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Professional Sales & Service understands that local service and repair availability is of the utmost importance to the City of Black Diamond. Please be assured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances back in to service as quickly as possible.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should ever need it. Complete warranty information is available upon request, and is also provided in the new vehicle owner's manual.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by the City of Black Diamond.

Unless accepted within 30 (30) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

Respectfully Submitted,
Professional Sales & Service, LC
Bob Lemieux

The City of Black Diamond is in agreement with the above terms.

Authorized signature ___________________________________ Date _______________

HGACBuy (/)

Product Information

Product Description

TYPE I, FORD F450, MODEL 603

Manufacturer

Horton

Product Code

AM20KA06

Contract

AM10-20 Ambulances, EMS, and Other Special Service Vehicles

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

$200,075

Keyword(s)

Type I, Ambulance

View Catalog (/media/hgacbuy/catalogs/AM10-20/Horton.zip)

Vendors Offering This Product

Bay Head Investments, Inc. dba VCI Emergency Vehicle Specialists

Milt Grimes
mgrimes@vciambulances.com (mailto:mgrimes@vciambulances.com)
Phone: 856-768-2162
Fax: 856-768-6933

ETR, L.L.C.

Gerald (Jerry) Michaluk
jerry@etrllc.org (mailto:jerry@etrllc.org)
Phone: 407-339-6737
Fax: 4070-339-8198

Foster Coach Sales Inc.

Andrew Foster
andrew@fostercoach.com (mailto:andrew@fostercoach.com)
Phone: 815-625-7222
Fax: 815-625-7222

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

Michael Ayers
mayers@gwevs.com (mailto:mayers@gwevs.com)
Phone: 817.961.0062
Fax: 901.942.2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

Wink Brown
wbrown@gwevs.com (mailto:wbrown@gwevs.com)
Phone: 901-948-1625
Fax: 901-942-2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

Jimmie Smith
jsmith@gwevs.com (mailto:jsmith@gwevs.com)
Phone: 901-948-1625
Fax: 901-946-7433

Greenwood Emergency Vehicles, LLC

Lorna Marcoux
lmarcoux@greenwoodev.com (mailto:lmarcoux@greenwoodev.com)
Phone: 508-695-7138
Fax: 508-699-6842

Halcore Group Inc. dba American Emergency Vehicles dba Horton Emergency Vehicles

Natalie Carroll
natalie.carroll@proambulance.net (mailto:natalie.carroll@proambulance.net)
Phone:
Fax: 325-356-3360

Laake Enterprises, Inc. dba FESCO Emergency Sales (MD)

Peter Laake, Jr.
plaakejr@fescosales.com (mailto:plaakejr@fescosales.com)
Phone: 410-379-5353
Fax: 410-379-5360

Mercy Sales, Inc.

Anthony Thompson
athompson@mercysales.com (mailto:athompson@mercysales.com)
Phone: 989-907-2004

Fax: 989-399-7852

Professional Ambulance Sales & Service LLC dba SERVS

Natalie Carroll
natalie.carroll@proambulance.net (mailto:natalie.carroll@proambulance.net)
Phone: 800-561-6070
Fax: 325-356-3360

Professional Sales and Service, LC

Braxton Peterson
gene@goldcrossservices.com (mailto:gene@goldcrossservices.com)
Phone: 801-977-3961
Fax: 801-977-3969

Southern Emergency Consultants, LLC

Brock Butts
brockbults@teleclipse.net (mailto:brockbults@teleclipse.net)
Phone: 706-594-2228
Fax: 334-863-2248

Specialty Truck Repair Inc. dba Speialty Truck Sales & Service

Tom Driggers
chieftad@aol.com (mailto:chieftad@aol.com)
Phone: 859-442-5100
Fax: 859-442-7048

Contact HGACBuy

Loleta Chappel

loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)
Phone: 713-993-2486
Fax: 713-993-4548

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