CITY OF BLACK DIAMOND

January 19, 2023 Regular Business Meeting Agenda
Council Chambers, 25510 Lawson St.
Black Diamond, WA 98010

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

Zoom link to join meeting: https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09
(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)
Meeting ID: 445 447 7047 Password: Council

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

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

READING OF GUIDING PRINCIPLES:

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

1) **Claim Checks -** January 19, 2023, Check No. 52457 through Check No. 42525 (voids 52457, 52458) and EFTs in the amount of $727,724.59

2) **Minutes -** Council Meeting of January 5, 2023

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

3) **AB23-003** – Resolution Authorizing Agreement with Olympic Environmental for Recycling Events – Mr. Hanis

4) **AB23-004** – Resolution Authorizing Grant Agreement with King County for Recycling Events – Mr. Hanis

5) **AB23-005** – Resolution Approving Contract with Valley Defenders, PLLP for Public Defense Services – Mayor Benson

6) **AB23-006** - Resolution Approving Lease Agreement with the Historical Society for Partial Use of the Old Fire Station 99 - Mayor Benson

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Douglass
- Councilmember Smith
- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember Page
- Councilmember Deady

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Finance Committee Meeting **January 12, 2023**
Council Date: **January 19, 2023**

Check No.'s / EFT	Batch Name	Check / EFT Date		Amount
	December EFT Batch	12/01/2022 - 12/31/2022	$	21,883.47
52457 - 52458	Void - Damaged in Printing	-	$	0.00
52459 - 52505	4th December 2022 Batch	01/20/23	$	554,092.84
52506 - 52525	2nd January 2023 Batch	01/20/23	$	151,748.28
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
		TOTAL	$	727,724.59

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

May Miller, Finance Director

May Miller, Finance Director

DATE Jan 10, 2023

CAROL BENSON, MAYOR

DATE

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Dept of Licensing-Firearms Online					
	EFT Payment 12/05/2022 1:17:19 PM - 1	**12/5/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	12052022 DOL				
	CPL Fees				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$36.00
			Concealed Pistol License		
	Total 12052022 DOL				**$36.00**
	EFT Payment 12/05/2022 1:17:19 PM - 1	**12/9/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	12092022 DOL				
	CPL Fees				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$36.00
			Concealed Pistol License		
	Total 12092022 DOL				**$36.00**
	EFT Payment 12/05/2022 1:17:19 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	12222022 DOL				
	CPL Fees				
	633-000-400-589-30-00-00		CPL Fees for DOL - Firearms EFT		$18.00
			Concealed Pistol License		
	Total 12222022 DOL				**$18.00**
	Total EFT Payment 12/05/2022 1:17:19 PM - 1				**$90.00**
Total Dept of Licensing-Firearms Online					**$90.00**
First Bankcard					
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Bain, R - 7703 12.2022				
	001-000-246-558-70-49-00		Miscellaneous		$97.53
			Lunch Meeting - Traffic Improvement Study		
	Total Bain, R - 7703 12.2022				**$97.53**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Benson, C - 5176 12.2022				
	001-000-130-513-10-43-00		Lodging, Meals & Mileage		$25.00
			Chamber of Commerce Luncheon		
	Total Benson, C - 5176 12.2022				**$25.00**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Brealey, C - 6773 12.2022				
	001-000-120-512-50-42-03		Postage		$3.00
			USPS		
	001-000-180-518-50-31-03		Wellness Supplies		$45.78
			Christmas Wellnes Event		
	001-000-180-518-50-31-03		Wellness Supplies		$57.58
			Christmas Wellnes Event		
	001-000-180-518-50-42-00		Postage		$4.03
			USPS		
	001-000-180-518-50-42-00		Postage		$14.94
			USPS		
	001-000-180-518-50-42-00		Postage		$4.20
			USPS		
	001-000-180-518-50-42-00		Postage		$9.17
			USPS		
	001-000-180-518-50-49-00		Miscellaneous		$8.02
			Water for Council		
	001-000-214-521-20-42-03		Police Postage		$1.20
			USPS		
	001-000-240-558-51-42-01		Postage		$3.60
			USPS		
	Total Brealey, C - 6773 12.2022				**$151.52**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Chatterson, K - 9386 12.2022				
	001-000-210-521-10-31-04		PD-Uniforms		$46.22
			Uniform		
	Total Chatterson, K - 9386 12.2022				**$46.22**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Clifton, D - 9718 12.2022				
	001-000-270-576-80-31-03		Parks Operating Supplies		$119.18
			Definitive Solutions - Tax Due For Sign Order		
	Total Clifton, D - 9718 12.2022				**$119.18**

Vendor Transaction Number	Invoice Date	Fiscal Description	Void
Transaction Reference		Name	Amount
Account Number		Title	
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Davis, M - 2619 12.2022			
001-000-240-558-51-43-01		Lodging, Meals & Mileage	$46.11
	Working Lunch		
Total Davis, M - 2619 12.2022			**$46.11**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Esping, K - 9037 12.2022			
001-000-191-525-60-31-00		Emergency Management Supplies	$87.28
	Food Supply		
001-000-248-518-20-49-02		MDRT Bldg Security Costs	$30.43
	Alarm Monitoring		
001-000-254-518-20-49-00		City Hall Bldg Security	$30.43
	Alarm Monitoring		
101-000-000-542-30-49-05		PW Clearing-Shared Training- Clearing Acct	$46.23
	First Aid Training - Refreshments		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$113.08
	Signs		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$329.87
	Chairs		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$175.99
	Chair		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$22.16
	Signs		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$60.60
	Signs		
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$368.42
	Chairs		
Total Esping, K - 9037 12.2022			**$1,264.49**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Henrich, M - 9656 12.2022			
001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage	$130.39
	Lodging - Taser Training		
001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage	$197.20
	Airfare - Taser Training		
001-000-210-521-10-49-01		PD-Training	$874.00
	Taser Training Registration		
Total Henrich, M - 9656 12.2022			**$1,201.59**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
Jewett, L - 1404 12.2022				
	001-000-210-521-10-31-00	PD-Operating Supplies		$142.89
	Alarm Door Tags			
	001-000-210-521-10-31-00	PD-Operating Supplies		$76.08
	Office Supplies			
	001-000-210-521-10-31-00	PD-Operating Supplies		$206.79
	Blood Kits			
	001-000-210-521-10-31-00	PD-Operating Supplies		$430.07
	Office Supplies			
	001-000-210-521-10-31-00	PD-Operating Supplies		$17.92
	Office Supplies			
	001-000-210-521-10-49-02	PD-Memberships		$25.00
	WAPRO Membership			
	001-000-212-521-50-31-00	Police Bldg Mtc Sup		$33.18
	Furnace Filters			
	001-000-214-521-20-42-03	Police Postage		$5.40
	USPS			
	001-000-216-521-10-31-01	Costs Assoc w/Police Recognition		$41.28
	Awards - Employee Appreciation Event			
	001-000-216-521-10-31-01	Costs Assoc w/Police Recognition		$43.48
	Awards - Employee Appreciation Event			
	001-000-216-521-10-31-01	Costs Assoc w/Police Recognition		$49.98
	Awards - Employee Appreciation Event			
	001-000-216-521-10-31-01	Costs Assoc w/Police Recognition		$43.14
	Food - Employee Appreciation Event			
	001-000-216-521-10-31-01	Costs Assoc w/Police Recognition		$34.04
	Food - Employee Appreciation Event			
Total Jewett, L - 1404 12.2022				**$1,149.25**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
Kiblinger J - 7383 12.2022				
	001-000-210-521-10-49-01	PD-Training		$395.00
	Leadership Training Registration			
	001-000-210-521-10-49-01	PD-Training		$98.90
	Books - Leadership Training			
	510-000-300-594-21-64-00	Police Vehicles-replace		$64.00
	DOL - Veh Registration			
Total Kiblinger J - 7383 12.2022				**$557.90**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Martinez, B - 2849 12.2022				
		001-000-210-521-10-31-04	PD-Uniforms Carrier Pouches		$168.62
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance Returned Electrical Supplies		($74.88)
		510-000-300-594-21-64-00	Police Vehicles-replace Jumper cables, Window Breaker, Tool Set		$367.53
		510-000-300-594-21-64-00	Police Vehicles-replace Jumper cables, Window Breaker, Tool Set		$174.82
	Total Martinez, B - 2849 12.2022				**$636.09**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Martinez, B - 4360 12.2022				
		001-000-000-369-91-00-04	Employee Recog Reimb Service Awards		$366.59
		001-000-110-511-60-43-00	Lodging, Meals and Mileage Networkimg Dinner - Mulvihill		$55.00
		001-000-110-511-60-43-00	Lodging, Meals and Mileage Networkimg Dinner - Deady		$55.00
		001-000-145-518-80-41-18	Misc software Annual Dropbox Subscription		$131.99
		001-000-145-518-80-49-02	Memberships All City Prime Membership		$542.41
		001-000-180-518-50-31-03	Wellness Supplies Christmas Wellness Event		$48.96
		001-000-270-576-80-43-00	Lodging, Meals & Mileage Networkimg Dinner - Deady		$55.00
	Total Martinez, B - 4360 12.2022				**$1,254.95**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	Nielson, D - 9225 12.2022				
		001-000-180-518-50-31-03	Wellness Supplies Wellness Christmas Event		$471.30
		001-000-246-558-70-43-00	Lodging, Meals & Mileage Working Lunch - Appeal Hearing		$98.00
	Total Nielson, D - 9225 12.2022				**$569.30**
	EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2002**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	O'Neill, S - 8528 12.2022				
		001-000-140-514-23-49-01	Training and Workshops		$210.00

Vendor				
Transaction Number	Invoice Date	Fiscal Description		Void
Transaction Reference		Name		Amount
Account Number		Title		
		All Finance - PSFOA Luncheion		
Total O'Neill, S - 8528 12.2022				**$210.00**
EFT Payment 12/22/2022 1:19:01				
PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
Pittam, J - 4402 12.2022				
101-000-000-542-30-31-12		PW Clearing Acct-Supplies		$84.99
		Water, Office Supplies, Thermometer		
101-000-000-542-30-48-04		PW Clearing- Shared Veh/Equip Maint		$30.45
		Pillar Bearing		
310-000-002-594-18-62-03		Gen Govt Campus Improvements		$152.60
		Paint for PD Building Proj		
401-000-000-534-80-49-03		Training		$104.00
		Water Distribution Exam		
Total Pittam, J - 4402 12.2022				**$372.04**
EFT Payment 12/22/2022 1:19:01				
PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
Redd, T - 5176 12.2022				
001-000-246-558-70-49-00		Miscellaneous		$16.50
		Door Signs		
001-000-246-558-70-49-00		Miscellaneous		$18.04
		Meeting Supplies		
001-000-246-558-70-49-00		Miscellaneous		$18.92
		Meeting Supplies		
001-000-246-558-70-49-00		Miscellaneous		$76.04
		Lunch Meeting - PW/MDRT Year End Update		
001-000-246-558-70-49-01		Training & Workshops		$39.00
		CPR Training		
001-000-270-576-80-49-00		Miscellaneous		$3.04
		Lunch Meeting - PW/MDRT Year End Update		
001-000-280-536-20-49-00		Miscellaneous		$1.52
		Lunch Meeting - PW/MDRT Year End Update		
101-000-000-542-30-49-00		Miscellaneous		$16.73
		Lunch Meeting - PW/MDRT Year End Update		
401-000-000-534-80-49-01		Miscellaneous		$18.25
		Lunch Meeting - PW/MDRT Year End Update		
407-000-000-535-80-49-04		Miscellaneous		$18.25
		Lunch Meeting - PW/MDRT Year End Update		
410-000-000-531-10-49-00		Miscellaneous		$18.25
		Lunch Meeting - PW/MDRT Year End Update		
Total Redd, T - 5176 12.2022				**$244.54**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Reed, R - 3197 12.2022			
001-000-145-518-80-41-14		Security Software subscription	$150.00
Duo.com			
001-000-145-518-80-41-18		Misc software	$273.67
Zendesk Sibscription			
001-000-145-518-80-41-18		Misc software	$258.02
Drop Box Subscription			
001-000-145-518-80-41-18		Misc software	$24.00
Sweethawk Subscription			
310-000-002-594-18-62-03		Gen Govt Campus Improvements	$239.19
Primer, Lumber, Screws			
Total Reed, R - 3197 12.2022			**$944.88**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Riepl, W - 7041 12.2022			
001-000-210-521-10-32-00		PD-Fuel	$64.01
Fuel			
Total Riepl, W - 7041 12.2022			**$64.01**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Sloss, J - 1135 12.2022			
001-000-210-521-10-49-01		PD-Training	$121.57
Refreshments			
001-000-210-521-10-49-02		PD-Memberships	$25.00
WAPRO Membership			
001-000-216-521-10-31-01		Costs Assoc w/Police Recognition	$30.25
Awards - Employee Appreciation Event			
Total Sloss, J - 1135 12.2022			**$176.82**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Sweet, R - 9643 12.2022			
401-000-000-534-80-49-03		Training	$350.00
Water Regulations Class			
Total Sweet, R - 9643 12.2022			**$350.00**
EFT Payment 12/22/2022 1:19:01 PM - 1	**12/22/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
Williamson, A 12.2022			
001-000-246-558-70-49-00		Miscellaneous	$62.00
Lunch Meeting - Mt. View Plat			
001-000-246-558-70-49-00		Miscellaneous	$61.08

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
			Lunch Meeting - SR 169		
	Total Williamson, A 12.2022				**$123.08**
	Total EFT Payment 12/22/2022 1:19:01 PM - 1				**$9,604.50**
Total First Bankcard					**$9,604.50**
Invoice Cloud					
	EFT Payment 12/6/20223 1:19:44 PM - 1	**12/6/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	12062022 IC				
	November 2022 Utility billing				
	001-000-210-521-10-49-04		PD-Bank Analysis Fees/Merch CC Fees		$25.00
			PD Online Portal		
	001-000-240-558-51-49-05		Bank Analysis Fees/Merch CC Fees		$25.00
			CD Online Portal		
	401-000-000-534-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$129.63
			Water Online Portal & Misc		
	407-000-000-535-80-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$129.63
			Sewer Online Portal & Misc		
	410-000-000-531-10-49-50		Bank Analysis Fees/Merch CC/ Lien Fees		$22.54
			Storm Online Portal & Misc		
	Total 12062022 IC				**$331.80**
	Total EFT Payment 12/6/20223 1:19:44 PM - 1				**$331.80**
Total Invoice Cloud					**$331.80**
Merchant Card Services / Vantive Holding, LLC					
	EFT Payment 12/12/2022 1:20:23 PM - 1	**12/12/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**		
	12122022 MCS				
	November 2022 Pay Staition				
	001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees		$77.69
			Lake Sawyer Pay Station		
	001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees		$199.00
			Annual Service Fee		
	Total 12122022 MCS				**$276.69**
	Total EFT Payment 12/12/2022 1:20:23 PM - 1				**$276.69**
Total Merchant Card Services / Vantive Holding, LLC					**$276.69**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
U.S. Postal Service (Black Diamond) Utility Postage Only			
EFT Payment 12/01/2022 1:20:53 PM - 1	**12/1/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
12012022 USPS BD			
November Utility Postage			
401-000-000-534-80-42-01		Postage	$256.24
407-000-000-535-80-42-01		Postage	$256.23
410-000-000-531-10-42-01		Postage	$44.56
Total 12012022 USPS BD			**$557.03**
Total EFT Payment 12/01/2022 1:20:53 PM - 1			**$557.03**
Total U.S. Postal Service (Black Diamond) Utility Postage Only			**$557.03**
US Bank Equipment Finance			
EFT Payment 12/20/2022 1:21:31 PM - 1	**12/20/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
12202022 USB			
12/20/2022 - 1/20/2023 Service			
001-000-210-521-10-45-00 Pool 2 - PD		PD-Payments - US Bank/Copier	$211.05
001-000-248-518-20-45-03 Pool 2 - MDRT		MDRT-Copier Costs	$211.05
001-000-254-518-20-45-04 Pool 1 - CH		2022 Copier Lease	$1,050.66
Total 12202022 USB			**$1,472.76**
Total EFT Payment 12/20/2022 1:21:31 PM - 1			**$1,472.76**
Total US Bank Equipment Finance			**$1,472.76**
Washington State Department of Revenue			
EFT Payment 12/28/20223 1:22:06 PM - 1	**12/28/2022**	**2022 - December - December 2022 EFT Batch for 01.19.2023 CM**	
12282023 DOR			
November 2022 Excise Tax			
401-000-000-534-80-44-01 Utility Tax: Water		State of WA Utility Excise Tax	$6,230.50
401-000-000-534-80-44-01 B&O Tax: Water		State of WA Utility Excise Tax	$259.95
407-000-000-535-80-44-01 B&O Tax: Sewer		State of WA Excise Tax	$367.87
407-000-000-535-80-44-01 Utility Tax: Sewer(KC Credit)		State of WA Excise Tax	($4,057.67)
407-000-000-535-80-44-01 Utility Tax: Sewer		State of WA Excise Tax	$5,113.72

Vendor				
Transaction Number	Invoice Date	Fiscal Description		Void
Transaction Reference		Name		Amount
	Account Number	Title		
	410-000-000-531-10-44-01	State of Wa Excise Tax		$1,636.32
		B&O Tax: Storm		
Total 12282023 DOR				**$9,550.69**
Total EFT Payment 12/28/20223 1:22:06 PM - 1				**$9,550.69**
Total Washington State Department of Revenue				**$9,550.69**

Vendor Count 7 **Grand Total $21,883.47**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Amazon Capital Services, Inc.									
	52504			**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		1DQF-19J3-TPQ1							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$85.30
						Stamp Pad Ink, Paper			
		Total 1DQF-19J3-TPQ1							**$85.30**
	52504			**1/4/2023**	**2022 - December - 4th December Batch for 01.19.2023**				
		1G1V-NCPM-4KPC							
			Ch - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			($9.24)
						Returned Stamp Pad Ink			
		Total 1G1V-NCPM-4KPC							**($9.24)**
	52504			**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		1WC9-CR9K-6FT3							
			PW - Supplies						
			401-000-000-534-80-41-02			Water Testing and Sampling			$109.62
						Water Testing Supplies			
		Total 1WC9-CR9K-6FT3							**$109.62**
	Total 52504								**$185.68**
Total Amazon Capital Services, Inc.									**$185.68**
AWC - Risk Management Service Agency									
	52505			**1/1/2023**	**2022 - December - 4th December Batch for 01.19.2023**				
		112664							
			2023 Liability Insurance						
			001-000-900-588-10-00-01			AWC Lia.Bld.Equip Ins /Flex Reimbs			$341,339.00
		Total 112664							**$341,339.00**
	Total 52505								**$341,339.00**
Total AWC - Risk Management Service Agency									**$341,339.00**

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

Black Diamond Auto Parts

52459 | **12/1/2022** | **2022 - December - 4th December Batch for 01.19.2023**

465196 BDAP

PD - Veh Maint

Account Number	Name / Title	Amount
001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair Bulb	$2.72
Total 465196 BDAP		**$2.72**
Total 52459		**$2.72**
Total Black Diamond Auto Parts		**$2.72**

BSN Sports LLC

52460 | **11/14/2022** | **2022 - December - 4th December Batch for 01.19.2023**

919249469

Gym - Equipment

Account Number	Name / Title	Amount
001-000-270-575-51-31-02	Gym-KC Equip Grant Costs Score Board, Balls , Bulletin Board	$4,179.55
Total 919249469		**$4,179.55**
Total 52460		**$4,179.55**
Total BSN Sports LLC		**$4,179.55**

Canon Solutions America, Inc.

52461 | **12/12/2022** | **2022 - December - 4th December Batch for 01.19.2023**

163224893

IT - Equipment

Account Number	Name / Title	Amount
310-000-002-594-18-62-03	Gen Govt Campus Improvements Copier & Attachment	$624.16
Total 163224893		**$624.16**
Total 52461		**$624.16**
Total Canon Solutions America, Inc.		**$624.16**

CenturyLink (WA)

52462 | **12/11/2022** | **2022 - December - 4th December Batch for 01.19.2023**

12112022 CL

November 2022 Service

Account Number	Name / Title	Amount
401-000-000-534-80-42-00	Telephone/DSL/Radios 360-886-7235 830B: Water Reservoir	$385.17
407-000-000-535-80-42-00	Telephone/DSL/Radios 360-886-0474 006B: Ridge Sewer Pump Station	$60.95
407-000-000-535-80-42-00	Telephone/DSL/Radios 360-886-8146 712B: Old Lawson Pump Station	$74.87

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
			407-000-000-535-80-42-00		Telephone/DSL/Radios 360-886-2835 784B: Morganville Pump Station		$62.99
			407-000-000-535-80-42-00		Telephone/DSL/Radios 360-886-0537 580B: Diamond Glen Sewer		$57.68
		Total 12112022 CL					**$641.66**
	Total 52462						**$641.66**
Total CenturyLink (WA)							**$641.66**

CHS/Cenex Inc

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52463			**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
		12424412312022 CH					
			December 2022 Fuel				
			001-000-181-518-30-32-00		Mod mtc Fuel Costs Facilities Clearing		$373.00
			001-000-240-558-51-32-00		Fuel Com Dev / Inspections		$147.42
			001-000-246-558-70-32-00		Fuel MDRT		$215.56
			001-000-270-576-80-32-00		Fuel PARKS 4%		$83.49
			001-000-280-536-20-32-00		Fuel CEMETERY 2%		$41.74
			101-000-000-543-50-32-00		Fuel STREETS 22%		$459.18
			401-000-000-534-80-32-00		Fuel WATER 24%		$500.92
			407-000-000-535-80-32-00		Fuel SEWER 24%		$500.92
			410-000-000-531-10-32-00		Fuel STORM WATER 24%		$500.93
		Total 12424412312022 CH					**$2,823.16**
	Total 52463						**$2,823.16**
Total CHS/Cenex Inc							**$2,823.16**

City of Black Diamond

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52464			**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
		12312022 COBD					
			December 2022 Service				
			001-000-212-521-50-47-01		Water 30. 1399.14 Police - Water		$49.77

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
		001-000-212-521-50-47-02	Sewer	$72.37
			31. 1399.14 Police - Sewer	
		001-000-212-521-50-47-03	Stormwater	$97.50
			32. 1399.14 Police - Storm	
		001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm	$59.27
			33. 1399.15 MDRT 40%	
		001-000-254-518-20-47-00	City Hall Utilities	$88.91
			34. 1399.15 City Hall 60%	
		001-000-254-518-20-47-00	City Hall Utilities	$143.84
			39. 1399.19 City Hall & Warehouse	
		001-000-270-575-30-47-01	Museum Water/Sewer/Storm	$39.00
			24. 1399.5 Museum - Storm	
		001-000-270-575-30-47-01	Museum Water/Sewer/Storm	$109.96
			38. 1399.18 Museum - Water / Sewer	
		001-000-270-575-51-47-01	Gym-Stormwater	$39.00
			21. 1399.1 Gym - Storm	
		001-000-270-575-51-47-02	Gym-Sewer	$72.37
			19. 1399.0 Gym - Sewer	
		001-000-270-575-51-47-03	Gym-Water	$49.97
			20. 1399.0 Gym - Water	
		001-000-270-576-80-47-01	Water	$35.63
			35. 1399.16 Railroad Ave Irrigation - Water	
		001-000-270-576-80-47-01	Water	$35.63
			26. 1399.11 Eagle Creek - Water	
		001-000-270-576-80-47-01	Water	$3.03
			01. 1399.9 PW Shops - Water	
		001-000-270-576-80-47-02	Sewer	$5.79
			02. 1399.9 PW Shops - Sewer	
		001-000-270-576-80-47-03	Stormwater	$14.04
			03. 1399.9 PW Shops - Storm	
		001-000-270-576-80-47-03	Stormwater	$117.00
			22. 1399.2 Boat Launch - Storm	
		001-000-280-536-20-47-01	Water	$35.66
			25. 1399.8 Cemetery - Water	
		001-000-280-536-20-47-01	Water	$35.63
			29. 1399.13 Coal Car - Water	
		001-000-280-536-20-47-01	Water	$0.76
			04. 1399.9 PW Shops - Water	
		001-000-280-536-20-47-02	Sewer	$1.45
			05. 1399.9 PW Shops - Water	
		001-000-280-536-20-47-03	Stormwater	$3.51
			06. 1399.9 PW Shops - Storm	

Vendor				
Transaction Number	Invoice Date	Fiscal Description	Void	
Transaction Reference		Name		Amount
Account Number		Title		
001-000-530-522-10-47-01		Water		$37.20
	27. 1399.12 Fire Dept - Water			
001-000-530-522-10-47-02		Sewer		$72.37
	28. 1399.12 Fire Dept - Sewer			
001-000-530-522-10-47-03		Stormwater		$48.75
	23. 1399.4 Fire Dept - Storm			
101-000-000-543-50-47-01		Water		$5.68
	07. 1399.9 PW Shops - Water			
101-000-000-543-50-47-02		Sewer		$10.86
	08. 1399.9 PW Shops - Water			
101-000-000-543-50-47-03		Stormwater		$26.33
	09. 1399.9 PW Shops - Storm			
401-000-000-534-80-47-01		Water		$9.47
	10. 1399.9 PW Shops - Water			
401-000-000-534-80-47-02		Sewer		$18.09
	11. 1399.9 PW Shops - Sewer			
401-000-000-534-80-47-03		Stormwater		$43.88
	12. 1399.9 PW Shops - Water			
407-000-000-535-80-47-01		Water		$84.80
	37. 1399.17 Morganville / Alpine Sew Pump Station - Water			
407-000-000-535-80-47-01		Water		$9.47
	13. 1399.9 PW Shops - Water			
407-000-000-535-80-47-02		Sewer		$18.09
	14. 1399.9 PW Shops - Sewer			
407-000-000-535-80-47-03		Stormwater		$43.88
	15. 1399.9 PW Shops - Storm			
410-000-000-531-10-47-01		Water		$9.47
	16. 1399.9 PW Shops - Water			
410-000-000-531-10-47-02		Sewer		$18.09
	17. 1399.9 PW Shops - Sewer			
410-000-000-531-10-47-03		Stormwater		$43.87
	18. 1399.9 PW Shops - Water			
Total 12312022 COBD				**$1,610.39**
Total 52464				**$1,610.39**
Total City of Black Diamond				**$1,610.39**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Enumclaw School District				
	52465	**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	01052023 ESD			
	December 2022 School Fees			
	111-000-100-518-65-49-01		Enumclaw School Mitigation Fees MPD Single-Fam	$8,972.00
		MPD Single Fam		
	Total 01052023 ESD			**$8,972.00**
	Total 52465			**$8,972.00**
Total Enumclaw School District				**$8,972.00**
FCS Group				
	52466	**12/16/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	3647-22212095			
	December 2022 Service			
	310-000-036-522-10-41-00		Fire Services Study	$1,861.25
		Fire Service Study		
	Total 3647-22212095			**$1,861.25**
	Total 52466			**$1,861.25**
Total FCS Group				**$1,861.25**
Financial Consultants International Inc				
	52467	**12/29/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	17779			
	PD - New Veh Accessories			
	510-000-300-594-21-64-00		Police Vehicles-replace	$41,703.40
		New Veh Accessories		
	Total 17779			**$41,703.40**
	Total 52467			**$41,703.40**
Total Financial Consultants International Inc				**$41,703.40**
Firestone Complete Auto Care				
	52468	**12/30/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	091640			
	PD - Veh Maint			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	$675.42
		Tires		
	Total 091640			**$675.42**
	Total 52468			**$675.42**
Total Firestone Complete Auto Care				**$675.42**

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

Fugate Ford

52469		11/16/2022	2022 - December - 4th December Batch for 01.19.2023	
468402				
	PD - Veh Repair & Maint			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	$8,630.95
		Accident Repair- Insurance to Reimburse		
Total 468402				**$8,630.95**
Total 52469				**$8,630.95**
Total Fugate Ford				**$8,630.95**

G.W., Inc

52470		12/27/2022	2022 - December - 4th December Batch for 01.19.2023	
1199729				
	P)D - Supplies			
	001-000-210-521-10-35-00		PD-Firearms Program	$1,865.29
		Guns		
Total 1199729				**$1,865.29**
Total 52470				**$1,865.29**
Total G.W., Inc				**$1,865.29**

Gunderson Law Firm

52471		1/2/2023	2022 - December - 4th December Batch for 01.19.2023	
1239 GLF				
	December 2022 Service			
	001-000-151-515-41-41-04		Court Legal-Pros Attorney	$3,400.00
Total 1239 GLF				**$3,400.00**
Total 52471				**$3,400.00**
Total Gunderson Law Firm				**$3,400.00**

H.D. Fowler Company

52472		12/21/2022	2022 - December - 4th December Batch for 01.19.2023	
I6290841				
	PW - Equipment / Tools			
	101-000-000-542-30-35-00		PW Clearing Acct-Small Tools	$5,280.00
		Hoist		
Total I6290841				**$5,280.00**
Total 52472				**$5,280.00**
Total H.D. Fowler Company				**$5,280.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Home Depot Credit Service				
	52473	**12/22/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	1510820			
	PD - Bldg Maint			
	001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	$48.92
			Flourescent Tubes	
	Total 1510820			**$48.92**
	52473	**12/22/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	1510821			
	PW - Supplies			
	101-000-000-542-30-31-12		PW Clearing Acct-Supplies	$15.28
			Gorilla Glue	
	Total 1510821			**$15.28**
	52473	**12/22/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	1617571			
	CH - Supplies			
	001-000-254-518-20-31-00		City Hall Operating Supplies	$355.29
			Emergency Space Heaters	
	Total 1617571			**$355.29**
	52473	**12/29/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	4523839			
	PD - Building Supplies			
	001-000-212-521-50-31-00		Police Bldg Mtc Sup	$22.76
			Wall Hooks	
	Total 4523839			**$22.76**
	52473	**1/3/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	4610481			
	CH - Bldg Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	$47.73
			Ratchet Screwdriver, Impact tool	
	Total 4610481			**$47.73**
	52473	**12/28/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	5013337			
	CH - Bldg Project			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	$92.59
			Plywood	
	Total 5013337			**$92.59**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52473			**12/28/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		5013384							
			Fac - Supplies						
			001-000-181-518-30-31-00			Mod Office & Mtc. Supplies			$650.03
							Tool Box		
		Total 5013384							**$650.03**
	52473			**12/28/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		5523694							
			CH - Bldg Project						
			310-000-002-594-18-62-03			Gen Govt Campus Improvements			$18.77
							Paint Supplies		
		Total 5523694							**$18.77**
	52473			**12/27/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		6013209							
			CH - Bldg Project						
			310-000-002-594-18-62-03			Gen Govt Campus Improvements			$81.78
							Drill Bits, Lumber		
		Total 6013209							**$81.78**
	Total 52473								**$1,333.15**
Total Home Depot Credit Service									**$1,333.15**

Johnsons Home & Garden

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	52474			**12/15/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		469340							
			CH - Bldg Project						
			310-000-002-594-18-62-03			Gen Govt Campus Improvements			$27.16
							Screws		
		Total 469340							**$27.16**
	52474			**12/20/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
		469432							
			PW - Supplies						
			401-000-000-534-80-31-01			Water Operating Supplies			$82.99
							Insulation, Ball Valves, Adaptors, Clamps		
		Total 469432							**$82.99**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	52474	**12/22/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	469488				
	PW - Supplies				
	101-000-000-542-30-31-12		PW Clearing Acct-Supplies		$7.58
			Deicer, Brass Fittings, Bushings		
	401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int		$147.73
			Fittings, Bushings		
	407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int		$32.58
			Fittings, Bushings		
	Total 469488				**$187.89**
	52474	**12/28/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	469559				
	CH - Bldg Project				
	310-000-002-594-18-62-03		Gen Govt Campus Improvements		$4.13
			Nuts, Bolts, Screws		
	Total 469559				**$4.13**
	52474	**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	469581				
	PW - Supplies				
	101-000-000-542-30-48-03		PW Clearing-shared Shop Cost		$42.57
			Bits, Bulbs, Light		
	Total 469581				**$42.57**
	52474	**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	469599				
	PW - Eq Maint				
	101-000-000-542-30-48-04		PW Clearing- Shared Veh/Equip Maint		$65.17
			Sharpen Chain Saw		
	Total 469599				**$65.17**
	52474	**12/30/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	469612				
	PW - Supplies				
	401-000-000-534-80-31-01		Water Operating Supplies		$2.71
			Brass Sleeve		
	Total 469612				**$2.71**
	Total 52474				**$412.62**
Total Johnsons Home & Garden					**$412.62**

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

JW Albro Construction

52475		**11/1/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	98375				
		City Hall Project			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		$7,744.00
			Doorway between Fin and PW		
	Total 98375				**$7,744.00**
52475		**12/3/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	98376				
		City Hall Project			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		$13,389.19
			Doorway between Fin and PW		
	Total 98376				**$13,389.19**
Total 52475					**$21,133.19**

Total JW Albro Construction **$21,133.19**

King County Finance

52476		**4/14/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
	2141189				
		Voter Registration			
		001-000-137-514-40-49-07	Voter Registration Costs		$22,695.80
			Original Inv Not Received		
	Total 2141189				**$22,695.80**
Total 52476					**$22,695.80**

Total King County Finance **$22,695.80**

King County Prosecuting Attorney

52477		**1/3/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
	01032023 KCPA				
		December 2022 Court Report			
		633-000-100-589-30-00-00	Court Fees for King County		$44.79
			Court Remittance		
	Total 01032023 KCPA				**$44.79**
Total 52477					**$44.79**

Total King County Prosecuting Attorney **$44.79**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
King County Radio Comm Services				
	52478	**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	19147			
		December 2022 Service		
		001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	$1,483.76
	Total 19147			**$1,483.76**
	Total 52478			**$1,483.76**
Total King County Radio Comm Services				**$1,483.76**
Language Line Services, Inc.				
	52479	**12/31/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	10717088			
		December 2022 Srevice		
		001-000-211-523-60-49-02	Prisoner Lang/ Medical Costs	$7.55
	Total 10717088			**$7.55**
	Total 52479			**$7.55**
Total Language Line Services, Inc.				**$7.55**
Law Office of Krista White Swain				
	52480	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	12312022 KWS			
		December 2022 Service		
		001-000-120-512-50-41-00	Court Judge	$4,200.00
			Regular Calendar	
	Total 12312022 KWS			**$4,200.00**
	Total 52480			**$4,200.00**
Total Law Office of Krista White Swain				**$4,200.00**
Long Bay Enterprises, Inc				
	52481	**1/3/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
	2023-1002			
		December 2022 Service		
		310-000-002-594-18-62-10	Future Campus Planning	$2,689.00
	Total 2023-1002			**$2,689.00**
	Total 52481			**$2,689.00**
Total Long Bay Enterprises, Inc				**$2,689.00**

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

Madrona Law Group LLC

52482		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
11735				
	December 2022 Service			
	404-000-020-594-34-63-00		Water Project: ARPA - 3rd Ave. Improvement	$50.00
		Legal Service - 3rd Ave Water Main		
Total 11735				**$50.00**
52482		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
11736				
	December 2022 Service			
	001-000-150-515-41-41-36		Legal Svs-Code Enforcement	$905.00
		CD - Code Enforcement		
Total 11736				**$905.00**
52482		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
11737				
	December 2022 Service			
	001-000-150-515-41-41-01		Legal Services-General Govt	$3,488.85
		General City Billing		
	101-000-000-542-30-41-15		Legal Costs	$775.30
		General City Billing		
	401-000-000-534-80-41-04		Legal Svcs	$1,162.95
		General City Billing		
	407-000-000-535-80-41-09		Legal Costs	$1,162.95
		General City Billing		
	410-000-000-531-10-41-01		Legal Costs	$1,162.95
		General City Billing		
Total 11737				**$7,753.00**
52482		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
11739				
	December 2022 Service			
	001-000-150-515-41-41-02		Legal Services -Employment	$75.00
		Employment		
Total 11739				**$75.00**
52482		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
11740 MLG				
	December 2022 Service			
	001-000-257-558-70-41-00		MDRT Legal Services	$15,156.18

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
							Lawson Hills Fire Station Appeal		
		Total 11740 MLG							**$15,156.18**
	52482	**11741**		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**				
			December 2022 Service						
			001-000-257-558-70-41-00			MDRT Legal Services			$3,184.23
							MDRT / OakPoint		
		Total 11741							**$3,184.23**
	52482	**11742**		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**				
			December 2022 Service						
			001-000-150-515-41-41-17			Legal Costs-Public Disc/Oth			$900.00
							Public Records Requsts Advice		
		Total 11742							**$900.00**
	Total 52482								**$28,023.41**
Total Madrona Law Group LLC									**$28,023.41**
McDonough & Sons, Inc.									
	52483	**262017**		**12/31/2002**	**2022 - December - 4th December Batch for 01.19.2023**				
			December 2022 Service						
			410-000-000-531-10-41-08			Street Sweeping			$1,560.00
		Total 262017							**$1,560.00**
	Total 52483								**$1,560.00**
Total McDonough & Sons, Inc.									**$1,560.00**
Office Products Nationwide									
	52484	**1202336-0**		**12/30/2022**	**2022 - December - 4th December Batch for 01.19.2023**				
			PD - Suppleis						
			001-000-210-521-10-31-00			PD-Operating Supplies			$130.31
							Paper		
		Total 1202336-0							**$130.31**
	Total 52484								**$130.31**
Total Office Products Nationwide									**$130.31**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
Pace Systems, Inc							
	52485			**9/18/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
		IN00045110					
			PD - 08/16/2022 - 09/15/2025 Service				
			001-000-210-521-10-41-00		PD-Professional Services		$4,800.00
					Scheduling Software Subscription		
		Total IN00045110					**$4,800.00**
	Total 52485						**$4,800.00**
Total Pace Systems, Inc							**$4,800.00**
Provident Properties, LLC							
	52486			**1/9/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		01092023 PRO					
			Traffic Fee Refund				
			109-000-000-345-84-22-00		Traffic Mitigation Fees-City		$4,000.00
					Refund overpayment of fee		
		Total 01092023 PRO					**$4,000.00**
	Total 52486						**$4,000.00**
Total Provident Properties, LLC							**$4,000.00**
Public Safety Testing, Inc							
	52487			**12/28/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
		2022-1115					
			4th Qtr 2022 Service				
			001-000-210-521-10-41-00		PD-Professional Services		$227.00
		Total 2022-1115					**$227.00**
	Total 52487						**$227.00**
Total Public Safety Testing, Inc							**$227.00**
Republic Services #176							
	52488			**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**		
		0176-006926027					
			December 2022 Service				
			001-000-248-518-20-47-03		MDRT-Waste Disposal Costs		$181.10
					MDRT		
			001-000-254-518-20-47-01		City Hall only-Waste Disposal		$271.64
					City Hall		
		Total 0176-006926027					**$452.74**

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
	52488	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	0176-006931727			
		December 2022 Service		
		001-000-270-576-80-47-04	Garbage & Waste Disposal	$249.80
			PW-Parks	
		001-000-280-536-20-47-04	Waste Disposal	$19.98
			PW-Cemetery	
		101-000-000-543-50-47-04	Waste Disposal	$159.87
			PW-Street	
		401-000-000-534-80-47-04	Waste Disposal	$189.85
			PW-Water	
		407-000-000-535-80-47-04	Waste Disposal	$189.85
			PW-Sewer	
		410-000-000-531-10-47-04	Waste Disposal	$189.86
			PW-Drainage	
	Total 0176-006931727			**$999.21**
	52488	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	0176-006931856			
		December 2022 Service		
		001-000-212-521-50-47-04	Waste Disposal	$464.82
			Police & Court	
	Total 0176-006931856			**$464.82**
	Total 52488			**$1,916.77**
Total Republic Services #176				**$1,916.77**
RH2 Engineering Inc.				
	52489	**10/14/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	87820			
		October 2022 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	$1,323.51
			Invoice Not Received	
	Total 87820			**$1,323.51**
	Total 52489			**$1,323.51**
Total RH2 Engineering Inc.				**$1,323.51**

Vendor Transaction Number	Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Robert Kemmer				
52490		**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	PLM22-0015			
	Permitting Refund			
	001-000-240-322-10-00-03		Plumbing Permits	$26.00
			Charged for wrong type of permit, refund difference.	
	Total PLM22-0015			**$26.00**
Total 52490				**$26.00**
Total Robert Kemmer				**$26.00**
Robert Larsen				
52491		**12/30/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	5006.0.2			
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	$134.48
			Refund Closed Account	
	Total 5006.0.2			**$134.48**
Total 52491				**$134.48**
Total Robert Larsen				**$134.48**
Scheibmeir, Kelly & Satterfield				
52492		**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	23203			
	December 2022 Service			
	001-000-257-558-70-41-00		MDRT Legal Services	$15,262.50
			Lawson Hills Fire Station Appeal	
	Total 23203			**$15,262.50**
Total 52492				**$15,262.50**
Total Scheibmeir, Kelly & Satterfield				**$15,262.50**
Severson's Building Maintenance				
52493		**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
	471312			
	December 2022 Service			
	001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	$220.00
			MDRT Janitorial Services	
	001-000-254-518-20-49-01		City Hall Janit Bldg. Maint.	$880.00
			City Hall/Com Dev Janitorial Services	
	Total 471312			**$1,100.00**

Vendor / Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
52493	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
471314			
	December 2022 Service		
	001-000-181-518-30-49-02	Mod-Janitorial Cost	$400.00
		CD - Mod Janitorial	
Total 471314			**$400.00**
52493	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
471315			
	December 2022 Service		
	001-000-212-521-50-41-03	Police Custodial Cost	$500.00
		Police/Court Janitorial Services	
Total 471315			**$500.00**
52493	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
471316			
	December 2022 Service		
	101-000-000-542-30-48-03	PW Clearing-shared Shop Cost	$200.00
		PW Shop Janitorial Services	
Total 471316			**$200.00**
52493	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
471317			
	December 2022 Service		
	001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	$250.00
		Gym Janitorial Services	
Total 471317			**$250.00**
Total 52493			**$2,450.00**
Total Severson's Building Maintenance			**$2,450.00**
SHI International Corp.			
52494	**12/15/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
B16243374			
	Tech Equip - Court		
	001-000-121-512-50-31-01	Court Tech Imp. Grant Costs	$1,589.44
		AV Capture	
Total B16243374			**$1,589.44**
Total 52494			**$1,589.44**
Total SHI International Corp.			**$1,589.44**

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

Somer Johnson

52495	**12/1/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
1031			
December 2022 Service			
001-000-121-512-50-41-00		Prof Svs-Therap. Grant	$2,500.00
Total 1031			**$2,500.00**
Total 52495			**$2,500.00**
Total Somer Johnson			**$2,500.00**

Thomson Reuters - West

52496	**1/1/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
847613064			
December 2022 Service			
001-000-210-521-10-41-07		PD-Prof Serv/Leads Online-Pawn shop	$205.44
Total 847613064			**$205.44**
Total 52496			**$205.44**
Total Thomson Reuters - West			**$205.44**

UBM

52497	**1/4/2023**	**2022 - December - 4th December Batch for 01.19.2023**	
INV487623			
December 2022 Service			
001-000-120-512-50-49-02		Printing and Binding	$24.54
	Monthly Per Copy Charge		
Total INV487623			**$24.54**
Total 52497			**$24.54**
Total UBM			**$24.54**

Utilities Underground Location Center

52498	**12/31/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
2120127			
December 2022 Service			
401-000-000-534-80-41-08		Locating Service	$52.89
	41 locates		
Total 2120127			**$52.89**
Total 52498			**$52.89**
Total Utilities Underground Location Center			**$52.89**

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
Valley Communications Center						
	52499		**1/10/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		0026927				
			December 2022 Service			
			001-000-214-521-20-41-00	Valley Comm - Dispatch Service		$7,524.29
				161.5 calls		
		Total 0026927				**$7,524.29**
	52499		**1/10/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		0026974				
			December 2022 Service			
			001-000-214-521-20-41-02	Valley Comm - Access Charge		$435.70
		Total 0026974				**$435.70**
	Total 52499					**$7,959.99**
Total Valley Communications Center						**$7,959.99**
Washington State Patrol						
	52500		**1/3/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		I23003727				
			December 2022 Service			
			633-000-500-589-30-00-00	CPL Fees for WSP/FBI - Fingerprint		$79.50
				Fingerprints - CPL		
		Total I23003727				**$79.50**
	Total 52500					**$79.50**
Total Washington State Patrol						**$79.50**
Washington State Treasurer						
	52501		**1/3/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		01032023.WST				
			December 2022 Court Report			
			633-000-200-589-30-00-00	Court Fees for WA State Treasurer		$3,601.12
				Court Remittance		
		Total 01032023.WST				**$3,601.12**
	52501		**1/5/2023**	**2022 - December - 4th December Batch for 01.19.2023**		
		01052023.WST				
			4th Qtr 2022 Building Fees			
			633-000-300-589-30-00-00	Bldg Permit Fees for State Treasurer		$225.50

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Building Fees			
Total 01052023.WST			**$225.50**
Total 52501			**$3,826.62**
Total Washington State Treasurer			**$3,826.62**

Washington Workwear Stores, Inc.

52502	**12/27/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
6263			
MDRT - Uniform			
001-000-246-558-70-49-00		Miscellaneous	$136.95
Boots			
Total 6263			**$136.95**
Total 52502			**$136.95**
Total Washington Workwear Stores, Inc.			**$136.95**

Water Management Laboratories, Inc.

52503	**12/20/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
208368			
December 2022 Service			
401-000-000-534-80-41-02		Water Testing and Sampling	$23.00
Total 208368			**$23.00**
52503	**12/22/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
208492			
December 2022 Service			
401-000-000-534-80-41-02		Water Testing and Sampling	$23.00
Total 208492			**$23.00**
52503	**12/29/2022**	**2022 - December - 4th December Batch for 01.19.2023**	
208656			
December 2022 Service			
401-000-000-534-80-41-02		Water Testing and Sampling	$23.00
Total 208656			**$23.00**
Total 52503			**$69.00**
Total Water Management Laboratories, Inc.			**$69.00**

Vendor Count 47 **Grand Total $554,092.84**

Voucher Directory with Transaction Date

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

Amazon Capital Services, Inc.

52506		1/2/2023	2023 - January - 2nd January 2023 Batch for 01.19.2023 CM	
	17JL-F9LV-MLCD			
		Crt - Supplies		
		001-000-120-512-50-31-00	Operating Supplies	$23.42
			Dry Erase Board Supplies	
	Total 17JL-F9LV-MLCD			$23.42
52506		1/3/2023	2023 - January - 2nd January 2023 Batch for 01.19.2023 CM	
	17JL-F9LV-V6PF			
		CH - Supplies		
		001-000-254-518-20-31-00	City Hall Operating Supplies	$192.90
			Restroom Supplies - City Hall	
	Total 17JL-F9LV-V6PF			$192.90
52506		1/5/2023	2023 - January - 2nd January 2023 Batch for 01.19.2023 CM	
	1DW7-644T-9QVN			
		City Hall Proj Supplies		
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	$593.47
			Stand Up Desk Conversions	
	Total 1DW7-644T-9QVN			$593.47
52506		1/3/2023	2023 - January - 2nd January 2023 Batch for 01.19.2023 CM	
	1WN1-GNMP-TTHF			
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	$11.95
			Rubber Stamp	
		001-000-254-518-20-31-00	City Hall Operating Supplies	$91.98
			Restroom Supplies	
	Total 1WN1-GNMP-TTHF			$103.93
52506		1/4/2023	2023 - January - 2nd January 2023 Batch for 01.19.2023 CM	
	1WNF-QKP6-6GQY			
		CH - Supplies & City Hall Proj Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	$14.12
			Binders	

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			310-000-002-594-18-62-03				Gen Govt Campus Improvements		$1,057.80
						Stand Up Desk Conversions			
		Total 1WNF-QKP6-6GQY							**$1,071.92**
	52506			**1/4/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**				
		1XH6-V3VX-96NX							
			CH - Supplies						
			001-000-180-518-50-31-00				Office Supplies City Hall		$71.96
						Office Supplies - City Hall			
		Total 1XH6-V3VX-96NX							**$71.96**
	Total 52506								**$2,057.60**
Total Amazon Capital Services, Inc.									**$2,057.60**
Association of Washington Cities									
	52507			**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**				
		102954							
			2023 Membership Dues						
			001-000-180-518-50-49-09				AWC Membership		$4,163.00
		Total 102954							**$4,163.00**
	Total 52507								**$4,163.00**
Total Association of Washington Cities									**$4,163.00**
Big Mountain Electric, Inc									
	52508			**1/9/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**				
		5099 BME							
			January 2023 Service						
			310-000-002-594-18-62-03				Gen Govt Campus Improvements		$6,576.35
						Lighting - City Hall			
		Total 5099 BME							**$6,576.35**
	52508			**1/9/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**				
		5103 BME							
			January 2023 Service						
			310-000-002-594-18-62-03				Gen Govt Campus Improvements		$739.16
						New Circuit City Hall Copier			
		Total 5103 BME							**$739.16**
	Total 52508								**$7,315.51**
Total Big Mountain Electric, Inc									**$7,315.51**

Vendor Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CIVICPLUS			
52509	**12/1/2022**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
243904			
2023 Support Fee			
001-000-137-514-21-41-01		Code Update	$250.00
Code Updates			
Total 243904			**$250.00**
Total 52509			**$250.00**
Total CIVICPLUS			**$250.00**
CSPA			
52510	**12/12/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
2023-Black Diamond			
PD - 2023 Membership Dues			
001-000-210-521-10-49-02		PD-Memberships	$400.00
Total 2023-Black Diamond			**$400.00**
Total 52510			**$400.00**
Total CSPA			**$400.00**
DMCJA			
52511	**1/4/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
01042023 DMC			
2023 Membership Dues			
001-000-120-512-50-49-03		Memberships	$250.00
Judge Swain			
Total 01042023 DMC			**$250.00**
Total 52511			**$250.00**
Total DMCJA			**$250.00**
DMCMA			
52512	**1/3/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
INV-Member-Chkpymt-2023-0120			
2023 Membership			
001-000-120-512-50-49-03		Memberships	$150.00
Total INV-Member-Chkpymt-2023-0120			**$150.00**
Total 52512			**$150.00**
Total DMCMA			**$150.00**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
FP Mailing Solutions				
	52513	**11/15/2022**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
	RI105546269			
	Rental through 2/13/2023			
	001-000-180-518-50-45-01		Postage Meter Rental & Maint.	$130.44
	Total RI105546269			**$130.44**
	Total 52513			**$130.44**
Total FP Mailing Solutions				**$130.44**
Greater Maple Valley-Black Diamond Chamber of Commerce				
	52514	**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
	12780			
	2023 Membership Dues			
	001-000-180-518-50-49-14		Membership MV/BD Chamber	$275.00
	Dues			
	Total 12780			**$275.00**
	Total 52514			**$275.00**
Total Greater Maple Valley-Black Diamond Chamber of Commerce				**$275.00**
Home Depot Credit Service				
	52515	**1/10/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
	2612270			
	City Hall Proj			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	$2.67
	Switch Plate			
	Total 2612270			**$2.67**
	52515	**1/9/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
	3525139			
	PD - Bld Suppliies			
	001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	$44.77
	Wall Plates			
	Total 3525139			**$44.77**
	52515	**1/7/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
	5611917			
	001-000-210-521-10-31-00		PD-Operating Supplies	$130.37

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

Fire Extinguisher

Total 5611917 **$130.37**

Total 52515 **$177.81**

Total Home Depot Credit Service **$177.81**

IACP Membership

52516 **12/19/2023** **2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**

245492

2023 Membership Dues

001-000-210-521-10-49-02 PD-Memberships $190.00

Total 245492 **$190.00**

Total 52516 **$190.00**

Total IACP Membership **$190.00**

Johnsons Home & Garden

52517 **1/6/2023** **2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**

469751

PW - Supplies

101-000-000-542-30-31-12 PW Clearing Acct-Supplies $296.27

Misc Hose, Tubes, Clamps

Total 469751 **$296.27**

Total 52517 **$296.27**

Total Johnsons Home & Garden **$296.27**

King County Finance - Wastewater Treat Div.

52518 **1/1/2023** **2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**

30036377

January 2023 Service

407-000-000-535-80-41-04 Metro Sewer Charges $114,694.11

Total 30036377 **$114,694.11**

Total 52518 **$114,694.11**

Total King County Finance - Wastewater Treat Div. **$114,694.11**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Office Products Nationwide			
52519	**1/9/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
1202984-0			
PD - Supplies			
001-000-212-521-50-31-00		Police Bldg Mtc Sup	$125.42
		PD - Can Liners, Paper Towel	
Total 1202984-0			**$125.42**
Total 52519			**$125.42**
Total Office Products Nationwide			**$125.42**
Puget Sound Regional Council			
52520	**9/21/2022**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
2023014			
2023 Membership Dues			
001-000-180-518-50-49-06		PS Regional C Membership	$2,378.00
Total 2023014			**$2,378.00**
Total 52520			**$2,378.00**
Total Puget Sound Regional Council			**$2,378.00**
Secure Pacific Corporation			
52521	**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
356085			
Security Monitoring Jan 2023			
101-000-000-542-30-48-03		PW Clearing-shared Shop Cost	$67.00
		32820 3rd Ave - PW Shop	
Total 356085			**$67.00**
Total 52521			**$67.00**
Total Secure Pacific Corporation			**$67.00**
Sound Cities Association			
52522	**2/17/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**	
3986			
2023 Membership Dues			
001-000-180-518-50-49-15		Sound Cities Membership	$4,428.44
Total 3986			**$4,428.44**
Total 52522			**$4,428.44**
Total Sound Cities Association			**$4,428.44**

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
VenTek International				
52523	**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**		
135812				
January 2023 Service				
001-000-270-576-80-41-02		Venvue Pay Station		$538.07
Annual Service Fee				
001-000-270-576-80-41-02		Venvue Pay Station		$90.00
Monthly Service				
Total 135812				**$628.07**
Total 52523				**$628.07**
Total VenTek International				**$628.07**
Vision Municipal Solutions, LLC				
52524	**1/6/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**		
Invoice - 1/6/2023 2:50:40 PM				
2023 Software Support				
001-000-145-518-80-41-02		Inf. Tech. Svs.-Vision		$1,670.80
101-000-000-542-30-41-60		Vision Software Maintenance		$1,670.80
401-000-000-534-80-41-60		Vision Software Maintenance		$1,670.80
407-000-000-535-80-41-60		Vision Software Maintenance		$1,670.80
410-000-000-531-10-41-60		Vision Software Maintenance		$1,670.80
Total Invoice - 1/6/2023 2:50:40 PM				**$8,354.00**
Total 52524				**$8,354.00**
Total Vision Municipal Solutions, LLC				**$8,354.00**
Williams Scotsman, Inc.				
52525	**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**		
9016404912				
January 2023 Rent				
001-000-181-518-30-45-00		Mod Mtc Rentals		$3,457.75
MDS-653523				
Total 9016404912				**$3,457.75**
52525	**1/1/2023**	**2023 - January - 2nd January 2023 Batch for 01.19.2023 CM**		
9016404913				
January 2023 Rent				
001-000-181-518-30-45-00		Mod Mtc Rentals		$1,959.86

Vendor					
	Transaction Number	Invoice Date	Fiscal Description	Void	
	Transaction Reference		Name		Amount
	Account Number		Title		
		MDS-653591			
	Total 9016404913				**$1,959.86**
	Total 52525				**$5,417.61**
Total Williams Scotsman, Inc.					**$5,417.61**

Vendor Count 20 **Grand Total $151,748.28**

Register

Fiscal: 2023, 2022
Deposit Period: 2023 - January, 2022 - December
Check Period: 2023 - January - 2nd January 2023 Batch for 01.19.2023 CM, 2022 - December - December 2022 EFT Batch for 01.19.2023 CM, 2022 - December - 4th December Batch for 01.19.2023

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank	**390562401**			
Check				
52457	Amazon Capital Services, Inc.	1/20/2023		Void
52458	AWC - Risk Management Service Agency	1/20/2023		Void
52459	Black Diamond Auto Parts	1/20/2023		$2.72
52460	BSN Sports LLC	1/20/2023		$4,179.55
52461	Canon Solutions America, Inc.	1/20/2023		$624.16
52462	CenturyLink (WA)	1/20/2023		$641.66
52463	CHS/Cenex Inc	1/20/2023		$2,823.16
52464	City of Black Diamond	1/20/2023		$1,610.39
52465	Enumclaw School District	1/20/2023		$8,972.00
52466	FCS Group	1/20/2023		$1,861.25
52467	Financial Consultants International Inc	1/20/2023		$41,703.40
52468	Firestone Complete Auto Care	1/20/2023		$675.42
52469	Fugate Ford	1/20/2023		$8,630.95
52470	G.W., Inc	1/20/2023		$1,865.29
52471	Gunderson Law Firm	1/20/2023		$3,400.00
52472	H.D. Fowler Company	1/20/2023		$5,280.00
52473	Home Depot Credit Service	1/20/2023		$1,333.15
52474	Johnsons Home & Garden	1/20/2023		$412.62
52475	JW Albro Construction	1/20/2023		$21,133.19
52476	King County Finance	1/20/2023		$22,695.80
52477	King County Prosecuting Attorney	1/20/2023		$44.79
52478	King County Radio Comm Services	1/20/2023		$1,483.76
52479	Language Line Services, Inc.	1/20/2023		$7.55
52480	Law Office of Krista White Swain	1/20/2023		$4,200.00
52481	Long Bay Enterprises, Inc	1/20/2023		$2,689.00
52482	Madrona Law Group LLC	1/20/2023		$28,023.41
52483	McDonough & Sons, Inc.	1/20/2023		$1,560.00
52484	Office Products Nationwide	1/20/2023		$130.31
52485	Pace Systems, Inc	1/20/2023		$4,800.00
52486	Provident Properties, LLC	1/20/2023		$4,000.00
52487	Public Safety Testing, Inc	1/20/2023		$227.00
52488	Republic Services #176	1/20/2023		$1,916.77
52489	RH2 Engineering Inc.	1/20/2023		$1,323.51
52490	Robert Kemmer	1/20/2023		$26.00
52491	Robert Larsen	1/20/2023		$134.48

Number	Name	Print Date	Clearing Date	Amount
52492	Scheibmeir, Kelly & Satterfield	1/20/2023		$15,262.50
52493	Severson's Building Maintenance	1/20/2023		$2,450.00
52494	SHI International Corp.	1/20/2023		$1,589.44
52495	Somer Johnson	1/20/2023		$2,500.00
52496	Thomson Reuters - West	1/20/2023		$205.44
52497	UBM	1/20/2023		$24.54
52498	Utilities Underground Location Center	1/20/2023		$52.89
52499	Valley Communications Center	1/20/2023		$7,959.99
52500	Washington State Patrol	1/20/2023		$79.50
52501	Washington State Treasurer	1/20/2023		$3,826.62
52502	Washington Workwear Stores, Inc.	1/20/2023		$136.95
52503	Water Management Laboratories, Inc.	1/20/2023		$69.00
52504	Amazon Capital Services, Inc.	1/20/2023		$185.68
52505	AWC - Risk Management Service Agency	1/20/2023		$341,339.00
52506	Amazon Capital Services, Inc.	1/20/2023		$2,057.60
52507	Association of Washington Cities	1/20/2023		$4,163.00
52508	Big Mountain Electric, Inc	1/20/2023		$7,315.51
52509	CIVICPLUS	1/20/2023		$250.00
52510	CSPA	1/20/2023		$400.00
52511	DMCJA	1/20/2023		$250.00
52512	DMCMA	1/20/2023		$150.00
52513	FP Mailing Solutions	1/20/2023		$130.44
52514	Greater Maple Valley-Black Diamond Chamber of Commerce	1/20/2023		$275.00
52515	Home Depot Credit Service	1/20/2023		$177.81
52516	IACP Membership	1/20/2023		$190.00
52517	Johnsons Home & Garden	1/20/2023		$296.27
52518	King County Finance - Wastewater Treat Div.	1/20/2023		$114,694.11
52519	Office Products Nationwide	1/20/2023		$125.42
52520	Puget Sound Regional Council	1/20/2023		$2,378.00
52521	Secure Pacific Corporation	1/20/2023		$67.00
52522	Sound Cities Association	1/20/2023		$4,428.44
52523	VenTek International	1/20/2023		$628.07
52524	Vision Municipal Solutions, LLC	1/20/2023		$8,354.00
52525	Williams Scotsman, Inc.	1/20/2023		$5,417.61
EFT Payment 12/01/2022 1:20:53 PM - 1	U.S. Postal Service (Black Diamond) Utility Postage Only	12/1/2022		$557.03
EFT Payment 12/05/2022 1:17:19 PM - 1	Dept of Licensing-Firearms Online	12/5/2023		$90.00
EFT Payment 12/12/2022 1:20:23 PM - 1	Merchant Card Services / Vantive Holding, LLC	12/12/2022		$276.69
EFT Payment 12/20/2022 1:21:31 PM - 1	US Bank Equipment Finance	12/20/2022		$1,472.76
EFT Payment 12/22/2022 1:19:01 PM - 1	First Bankcard	12/22/2022		$9,604.50
EFT Payment 12/28/20223 1:22:06 PM - 1	Washington State Department of Revenue	12/28/2022		$9,550.69
EFT Payment 12/6/20223 1:19:44 PM - 1	Invoice Cloud	12/6/2022		$331.80

Number	Name	Print Date	Clearing Date	Amount
		Total	**Check**	**$727,724.59**
		Total	**390562401**	**$727,724.59**
		Grand Total		**$727,724.59**

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of January 5, 2023
Hybrid Meeting Via Zoom and In-Person
Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Douglass (Zoom), Smith, Mulvihill, de Leon, O'Donnell (Zoom), Page

ABSENT: None

Staff present: Mayene Miller, Finance Director; Mona Davis, Community Development Director; Scott Hanis, Public Works Director; Ryan Sweet, Capital Project/Program Manager; Andrew Williamson, MDRT/Ec Dev Director; Jamey Kiblinger, Police Chief; Rob Reed, IS Manager; Jake Kapsandy, IT Department; and Brenda L. Martinez, City Clerk/HR Manager.

READING OF GUIDING PRINCIPLES

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to approve the agenda with the removal of item 6; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

PUBLIC COMMENTS:

Bill Bryant, Black Diamond spoke to Council.

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **AB23-001** – Appointment of Mayor Pro-Tem for 2023

Councilmember Mulvihill **moved** to appoint Councilmember Deady as Mayor Pro-Tempore; **second** Councilmember Deady.

Roll Call Vote: Deady – **yes**, Douglass – **yes**, Smith – **no**, Mulvihill – **yes**, de Leon – **no**, O'Donnell – **no**, Page – **yes.** Motion **passed** (4-3 (Smith, de Leon, O'Donnell).

2) **AB23-002** – Confirming the Mayor's Appointments to the Council Standing Committees

Mayor Benson briefed Council on this agenda item and noted that Councilmember de Leon would like to stay on the Budget/Finance/Administration Committee and Councilmember Douglass has agreed to move to the Public Works Committee.

Councilmember de Leon **moved** to confirm the Mayor's appointments to the 2023 Council Standing Committees with the change for Budget/Finance/Administration Committee as well as Public Works Committee where I'm switching with Councilmember Douglass for those committees; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0).

CONSENT AGENDA:

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

3) Claim Checks - January 5, 2023, Check No. 52390 through Check No. 52456 in the amount of $535,544.79

4) Payroll - November 2022, Check No. 20246 through 20254 and ACHs in the amount of $472,857.34

5) Minutes - Council Meeting of November 17, 2022, Council Meeting of December 1, 2022, Special Meeting of December 8, 2022, and Work Session of December 8, 2022.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS: None

DEPARTMENT REPORTS:

Fire – Chief Smith reported that January 12 is the graduation of their six new recruits and information will be sent out soon. He commented on the Fire Station appeal and shared that Mr. Bowie lost the appeal and this project will be moving forward. He shared about his retirement and Deputy Jenkins being appointed as the new Chief after his retirement and they are currently in the process of hiring a new Deputy Chief. Deputy Chief Jenkins talked about the process for hiring her position and the Fire Marshall part of the contract and noted that they are looking at other agencies to provide that service to the City.

Public Works – Brock Deady discussed the possibility of getting a generator for the gym since it's used as a cooling and heating center. He discussed the new rental rates for 2023 and when he would respond to inquiries. He also discussed his duties associated with gym rentals.

MAYOR'S REPORT:

Mayor Benson reported attending the Hometown Christmas and shared that it was a good turnout. She also attended the Soutend Mayor's meeting, SCATBd meeting, Christopher Chi's graduation from the Police Academy, Cedar to Green River Trail meeting on next steps, and the SEAL TC meeting.

COUNCIL REPORTS:

Councilmember Deady reported attending Hometown Christmas, School PTA bazaar, Public Safety Committee meeting and gave an update on what was discussed. She also reported attending the graduation of Christopher Chi from the Police Academy, SCATBd and SEAL TC meetings. She also talked about having a discussion or a motion delaying/postponing the hiring of a city administrator until we get a deep dive into city finances.

There was a discussion amongst Councilmembers on the city administrator position in response to the suggestion by Councilmember Deady. Councilmember Deady noted that it looked like there was consensus that we are not moving forward and waiting for that analysis to help them.

Councilmember Douglass reported attending the PTA craft bazaar and Hometown Christmas. He also shared having the opportunity to attend the Stop the Bleed event and encouraged others to check it out in the future.

Councilmember Smith reported attending movie night at the elementary school.

Councilmember Mulvihill reported on the Black Diamond Kind Campaign. She attended all her committee meetings and the graduation of Christopher Chi. Small Cities Association meeting to serve as an alternate. She congratulated Christopher Chi and the new Fire Chief.

Councilmember de Leon reported attending the Public Safety Committee meeting and shared that she will be continuing on the SCA Regional Law Justice and Safety Committee, she recapped the work session on signage around Black Diamond and Council being forward thinking on issues. She attended Enumclaw Youth Empower meeting and discussed her sister city information and would like to get this as a work session topic and gave ideas. She congratulated Councilmember Deady on her appointment to Mayor Pro-Tem.

Councilmember O'Donnell wished everyone a happy new year and thanked Councilmember Mulvihill for her leadership on Black Diamond Kind Campaign. In 2023 he hopes to look to how we can perform to better governance and gave examples. He discussed monthly department reports to be included in packets regarding monthly finances. He noted Ryan Sweet being the new capital project/program manager and getting a monthly report on capital projects. He commented on the need to be more robust in providing scrutiny on the consent agenda items. He noted that he is no longer part of the Public Safety Committee and discussed items/issues that need to move forward. He shared receiving word from Senator Murrey's office that the appropriation committee did not support the grant for the gym project. He stressed not supporting postponing the city administrator position.

Councilmember Page commented on appreciating the collegiality between the Councilmembers. She thanked Councilmember Deady for serving again as Mayor Pro-Tem and Councilmember de Leon for being a leader in this community and encouraged Councilmembers to find leadership roles. She thanked Officer Henrich for his role in the Stop the Bleed event. She reported attending the Public Safety Committee meeting, joint work session and Officer Chi's graduation and encouraged other Councilmembers to attend the next graduation when it is announced. She had the opportunity to meet with the incoming Maple Valley/Black Diamond Chamber of Commerce President and Administrative Assistant and noted they are currently without a CEO and encouraged anyone who is interested to go to the Chamber website where the position is posted. She discussed an upcoming meeting with staff and the chamber supporting local businesses.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Brock Deady, Black Diamond spoke to Council.

Bill Bryant, Black Diamond spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:24 p.m.

	ATTEST:
______________________________	______________________________
Carol Benson, Mayor	Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution authorizing the Mayor to execute a professional services agreement with Olympic Environmental Resources for the City's 2023 and 2024 Spring and Fall recycling events**	**Agenda Date: January 19, 2023**	**AB23-003**
	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): $42,976.76	Police – Chief Kiblinger	
Fund Source: Grants	Public Works – Scott Hanis	X
Timeline: 2023 and 2024	Court – Stephanie Metcalf	

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

Attachments: Resolution, Agreement, Exhibits A & B

SUMMARY STATEMENT:
The City has been holding annual spring and fall recycling events, coordinated by Olympic Environmental Resources. This event gives City residents the opportunity to recycle unwanted materials, including hazardous waste and yard debris. These events are held along with the City of Maple Valley and will be held at Tahoma High School in Maple Valley.

This agreement will be for two years and will cover the spring and fall events in 2023 and 2024. Olympic Environmental Resources runs the events, prepares paperwork to obtain the necessary grants, and prepares the necessary reports for the grant agencies.

FISCAL NOTE (Finance Department): 100% of this contract will be covered by grants.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 23-1529, authorizing the Mayor to execute an agreement with Olympic Environmental Resources for the City's 2023 and 2024 Spring and Fall Recycling Events.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 19, 2023		

RESOLUTION NO. 23-1529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OLYMPIC ENVIRONMENTAL RESOURCES FOR THE CITY'S 2023 AND 2024 SPRING AND FALL RECYCLING EVENTS

WHEREAS, the City holds annual recycling events in the spring and fall; and

WHEREAS, the City received a Local Hazardous Waste Management Program grant from King County to fund a portion of these events; and

WHEREAS, the City received a grant from the King County Solid Waste Division and Washington State Department of Ecology to fund a portion of these events; and

WHEREAS, the City received a grant from the King Washington State Department of Ecology to fund a portion of these events; and

WHEREAS, Olympic Environmental Resources is coordinating these events for Black Diamond and Maple Valley**;**

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement with Olympic Environmental Resources for the City's 2023 and 2024 Spring and Fall Recycling Events;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF JANUARY, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 7 day of December, 2022, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the **"CITY")**
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Mayor Carol Benson Phone: 360-851-4500 Fax: 360-851-4501

and ______Olympic Environmental Resources__ a corporation organized under the laws of the State of Washington, doing business at:

_____4715 SW Walker St, Seattle, WA 98116_ (hereinafter the **"CONSULTANT")**

Contact: _Paul Devine____ Phone: 206-938-8262__Fax: NA______

for professional services in connection with the following Project:

Black Diamond Recycling Events

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibits A and B. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. Terms. This Agreement shall commence on January 1, 2023, ("Commencement Date") and shall terminate on December 31, 2024 unless extended or terminated in writing as provided herein.

4. Compensation.

X LUMP SUM. Compensation for these services shall be a Lump Sum of **$42,976.76.**

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $______________ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "__________."

☐ OTHER. ____

5. Payment.

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. Discrimination and Compliance with Laws

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

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

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

8. Suspension and Termination of Agreement

A. <u>Termination without cause.</u> This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. <u>Termination with cause.</u> The Agreement may be terminated upon the default of the Consultant.

C. <u>Rights Upon Termination.</u>

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be

deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability Insurance.

4. Professional Liability insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Employer's Liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

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

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

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

15. **Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson
Mayor
24301 Roberts Drive
Black Diamond, WA 98010

Phone: 360-886-5700
Fax: ___________

NAME OF CONSULTANT: Olympic Environmental Resources
Attn: Paul M Devine
4715 SW Walker St
Seattle, WA 98116
Phone: 206-938-8262
Fax: NA__________

16. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND, WASHINGTON

By: ________________________________
Carol Benson
Mayor

Date: ____________________

Attest:

By: ________________________________
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

By: ________________________________
David Linehan
City Attorney

CONSULTANT: Olympic Environmental Resources

By: Paul M Devine

Name: Paul M Devine

Title: General Manager

Date: December 7, 2022

Revised 2/26/15

Exhibit A

A. Objective

In 2023-24, the City of Black Diamond will combine the City Recycling Collection Event/s with the City of Maple Valley. By co-hosting Recycling Collection Event/s, Black Diamond can reduce the amount of recyclable materials finding there way to the local landfill. In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials. As part of these events, rain barrels, compost bins, and worm bins will be distributed in conjunction with the spring event. A second sale will be held at the fall event if a City supply of barrels and bins are still available.

B. Scope of Work

1. Recycling Collection Events

A. Task Activities

- Number of Recycling Collection Events – Four

- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers (User fees apply)
  - Air Conditioners (User fees apply)
  - Ferrous Metals
  - Non-ferrous Metals
  - Hot Water Heaters (User fees apply)
  - Tires (User fees apply)
  - Lead Acid Batteries
  - Alkaline Batteries
  - Porcelain Toilets and Sinks (User fees apply)
  - Propane Tanks (User fees apply)
  - Mattresses/Box Springs (User fees apply)
  - Cardboard
  - Bulky Yard Debris
  - Clean Scrap Wood
  - Electronic and Computer Equipment+
  - Cell Phones
  - Paper Shredding

  +TV sets and Computer Monitors will not be collected and residents will be referred to local E-Cycle sites. Household goods and clothing will not be accepted and residents will be referred to a local donation station.

- The following educational materials will be distributed:
  - Information on City Recycling Programs (if available).
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan (if available).
  - Other educational materials as appropriate.

- Event promotional methods
  - This event will be coordinated with Maple Valley and King County. Event promotional flyers will be sent to Black Diamond households.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.
  - By preparing and emailing a Moderate Risk Waste Event Notification to Local Hazardous Waste Management Plan staff.

C) Recycling event evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments

D) Grant reporting and reimbursement requests. Grant reports include emailed grant reports for:

- The King County Solid Waste Division “WRR” Grant
- The King County Health Department “LHWMP” Grant
- The WA State Department of Ecology's "CPG" Grant (submitted through the City of Black Diamond/Maple Valley/Covington).
- Preparing and emailing a Collection Event/Mobile Collections Report to the King County Health Department and WA State Department of Ecology.

E) Promotion:

OER plans to send out approximately 2,650 promotional flyers to Black Diamond households. County sponsored events are publicized through King County promotional activities (including County websites).

Exhibit B

Recycling Collection Events

A. Schedule - Spring and Fall, 2023 and 2024

B. Location - Tahoma High School in Maple Valley

C. Grant Administration and Program Reporting

OER staff will assist the City of Black Diamond with management and administration of City grant-funded programs. In 2023-24, OER will continue to provide the City with experienced staff to oversee the grants and ensure that full reimbursement is received for recycling event expenses.

D. Hourly Rates for OER Management and Staff

Project Manager	$80.00
Recycling Specialist	$65.00
Recycling Event Staff	$65.00

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: **Resolution authorizing the Mayor to execute a Waste Reduction and Recycling grant agreement with King County to help fund the 2023-2024 household hazardous waste collection and recycling events.**	**Agenda Date: January 19, 2023**	**AB23-004**
	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): $20,000	Police – Chief Kiblinger	
Fund Source: KC Waste Reduction & Recycling	Public Works – Scott Hanis	X
Timeline: 2023-2024	Court – Stephanie Cantu	

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

Attachments: Resolution; Grant Agreement; Exhibits for Grant

SUMMARY STATEMENT:
This grant agreement from King County Waste Reduction and Recycling is for the City's four planned household hazardous waste collection and recycling events, totaling $20,000. The City has been combining with Maple Valley for these events and will continue to do so.

FISCAL NOTE (Finance Department): Grant Funded.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No 23-1530 authorizing the Mayor to execute a Waste Reduction and Recycling grant agreement with King County to help fund the 2023-2024 household hazardous waste collection and recycling events.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 19, 2023		

RESOLUTION NO. 23-1530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE KING COUNTY SOLID WASTE DIVISION TO HELP FUND THE 2023-2024 HOUSEHOLD HAZARDUOS WASTE COLLECTION AND RECYCLING EVENTS

WHEREAS, the City has identified the need for household hazardous waste collection and recycling services with its 2023 and 2024 events; and

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

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

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

WHEREAS, funds from this grant will cover $20,000 of the costs;

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

Section 1. The City Council hereby accepts Waste Reduction and Recycling grant funding from King County Solid Waste Division in the amount of $20,000 to help fund the 2023-2024 household hazardous waste collection and recycling events;

Section 2. The Mayor is hereby authorized to execute a Docusign grant agreement with King County Solid Waste Division to help fund the 2023-2024 household hazardous waste collection and recycling events; substantially in the form attached hereto;

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF JANUARY, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CPA #

INTERAGENCY AGREEMENT FOR 2023 and 2024

Between

KING COUNTY and the CITY OF BLACK DIAMOND

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

PREAMBLE

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

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

I. PURPOSE

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

II. RESPONSIBILITIES OF THE PARTIES

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

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **$20,000.00**.

2. This Agreement provides for distribution of 2023 and 2024 grant funds to the City. However, grant funds are not available until January 1, 2023.

3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:

    a. a description of each activity accomplished pertaining to the scope of work; and

    b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

    If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2025.

    If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 15, 2024 and March 21, 2025.

    Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

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

10. The City shall maintain a record of the use of any equipment that costs more than $1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.

13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

15. This project shall be administered by Ryan Sweet, Capital Project/Program Manager, or designee.

B. <u>The County</u>:

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

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.

3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Black Diamond" and/or "text provided courtesy of the City of Black Diamond."

4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2023 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2023, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, if execution by either Party does not occur until after January 1, 2023, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2023 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION

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

VII. INSURANCE

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

B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

IX. TIME IS OF THE ESSENCE

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

X. SEVERABILITY

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

XI. NOTICE

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

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
Lucy.auster@kingcounty.gov

If to the City:

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

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

City of Black Diamond

____
Carol Benson, Mayor
City of Black Diamond

____
Date

King County

BY__________________________________
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

____
Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Black Diamond
2023/24 Scope of Work

A. Basic Information

1. City of Black Diamond

2. Grant Project Manager: Ryan Sweet
Capital Project/Program Manager
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
TEL – (360) 469-9314
FAX - (360) 851-4501
Email – rsweet@blackdiamondwa.gov

3. Contractor name: Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
Email – pauldevine@msn.com

4. 2023/24 Budget: $20,000.00

B. Scope of Work

In 2023-24, Black Diamond will work with the City of Maple Valley to co-host spring and fall recycling events in the City of Maple Valley. Black Diamond and Maple Valley will share event expenses on a percentage basis based on the population of each City (to the extent possible). Some expenses, such as the event flyer printing, sorting and mailing, will be based on the actual number of flyers sent to each City. The combined population of the two cities is 33,960 (according to the King County Solid Waste Division). Black Diamond's population is 5,520 (16%) and Maple Valley's population is 28,640 (84%).

1. Task One: Recycling Collection Events

A) Schedule - Spring and Fall, 2023/24

B) Task Activities

- Total Number of Recycling Collection Events – Four or more

- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers+
  - Ferrous Metals
  - Non-ferrous Metals

- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Paper Shredding
- Oil and Latex Paint**

+User fees may apply
++If service provider is available
*Will be collected if the material is paid for by Washington PaintCare program.

- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.

- Event promotional methods
  - Events will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Black Diamond households.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and City website.
  - By publicizing the event through the King County Solid Waste Division promotional activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2023/24 volumes and vehicles with prior year's events

D) Task Performance Objectives:

The City plans to send out approximately 2,700 promotional flyers to Black Diamond households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 22-30 tons of material from the local waste stream per year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. The City of Black Diamond has a population of approximately 5,520. The City expects, based on past events, that 300–400 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 22-30 tons of material diverted from the local waste stream for recycling per year.

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

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

A) Task Schedule: Spring, 2023-24

B) Task Activities:

- Total Number of Bin/Barrel Sales – Two or more
- Task Description **-** The City will implement two or more rain barrel, compost/worm bin sales in 2023-24. The sales will be held in conjunction with Maple Valley Recycling Collection Events. The City will:

    - Distribute subsidized rain barrels, backyard compost bins, worm bins, and educational materials to City residents. The number of bins and barrels purchased will depend on the type of units selected. Residents will be charged $25 per unit.

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

D) Task evaluation. Event reports will include:

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

Exhibit B

2023-2024 WRR Grant Guidelines

Program Eligibility:
The King County Solid Waste Division (SWD) has prepared a list of Re+ Action Ideas that expands on the WRR Case Studies shared in the past two grant cycles and that includes new creative and innovative project ideas for WRR Grant proposals/scopes of work (Attachment 3). The goal of this list is to offer ideas for innovative projects beyond current WRR SOWs including, ideas for incorporating Equity and Social Justice into all of our work such as transcreating materials and signage into top spoken languages in King County.

The list offers ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2019 Comprehensive Solid Waste Management Plan (Comp Plan), all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-city projects.

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

Sample Re+ Actions

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

In addition, below are project examples included in the Case Studies shared in the last two grant cycles.

Sample Case Study Actions

- City Development of Contracts for "Responsible Recycling."
- Purchase School Milk Dispensers and Reusable Cups to Replace Single-use Milk Cartons.
- City of Bellevue Recycling Unusual of Bulky Items.
- City of Kirkland Organics Contamination Enforcement – Cart Tagging

Please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov if you have questions about specific program eligibility and/or consistency with the Comp Plan.
The following are not eligible for funding:

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

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

Grant Administration

Requests for Reimbursement:

Cities may submit as few as one request for reimbursement per year during the funding cycle, due no later than March 16, 2024 and March 14, 2025. Alternately, Cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 5^{th} working days of January 2024 and January 2025, Cities must notify SWD of the amount of their total expenditures for work that has been completed in the previous year but for which a request for reimbursement has not yet been submitted so that SWD can accrue the amounts.

Progress Reports

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

Amendments

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

Certificate of Coverage

Certificate holder:	**Policy number:** **None** **Term of certificate:** **1/1/2022 – 1/1/2023** **Annual re-issue:** **Yes**

RE:

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

	Type of coverage	Limits	Deductible
☒	All risk property coverage	$250 million per occurrence	$0
☒	Liability coverage	$15 million per occurrence	$0
☒	Employee fidelity blanket coverage	$1 million per occurrence	$0
☒	Comprehensive auto liability	$15 million per occurrence	$0
☒	Cyber liability	$3 million per occurrence	$0
☒	Pollution liability	$2 million per occurrence	$0

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

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

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

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

Carol L Wilmes

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Black Diamond**

Exhibit D

BUDGET SUMMARY REPORT FORM

2023-2042 Waste Reduction & Recycling Grant Program

City: ______________________ Date: ______________________

Address: ______________________ Phone: ______________________

______________________ Invoice #: ______________________

______________________ Report Period: ______________________

Preparer's Name: ______________________ Contract #: ______________________

Total amount requested this period: ______________

Total amount previously invoiced: ______________

Original interlocal amount: ______________

Total amount charged to date: $ -

Amount remaining for completion of interlocal: $ -

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

For King County Use

Contract # 0

Project 1126942 Org 720122 Exp.Account 54150 Task 22.000'

Purchase Order # ______________ Requisition # ______________ Receipt ______________

Supplier # ________ Supplier Pay Site ________ Invoice # ______________ Payment Type ________

Total charges this period are approved for paymen $ ______________

Project Manager: ______________ Date ______________

Exhibit D

Exhibit D

Exhibit E

King County Waste Reduction Recycling Grant **Expense Summary Form**
2023-2024 Grant Cycle
City of ____________
Reimbursement Request # _______
Date _____________
Contract # _________

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

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: January 19, 2023 AB23-005**		
Resolution approving contract with Valley Defenders, PLLP for Public Defense Services		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: General Fund		Public Works – Scott Hanis	
Timeline: 2023		Court – Stephanie Cantu	

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

Attachments: Resolution; Contract

SUMMARY STATEMENT:

The City of Black Diamond's Public Defender contract has expired and Mayor Benson is seeking Council approval of the contract with Valley Defenders, PLLC. The only change to the contract from the prior one is in section 6d. In the prior contract the amount was $500, and they are seeking an increase to $750. This new amount is consistent with King County contracts in other jurisdictions.

The term of the contract is for one year.

FISCAL NOTE (Finance Department): The 2023 Budget has the funds for this expenditure.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to approve Resolution No. 23-1531, authorizing the Mayor to execute a contract with Valley Defenders, PLLP for Public Defense Services.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
January 19, 2023		

RESOLUTION NO. 23-1531

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VALLEY DEFENDERS, PLLP, FOR PUBLIC DEFENSE SERVICES

WHEREAS, the City's current public defense contract has expired; and

WHEREAS, Valley Defenders, PLLP is willing and able to provide public defense services to the City; and

WHEREAS, the City finds the proposed contract to be fair and reasonable;

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

Section 1. The City Council hereby authorizes the Mayor to execute a contract with Valley Defenders, PLLP for public defense services; 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 19TH DAY OF JANUARY, 2023.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND CONTRACT
FOR PUBLIC DEFENSE SERVICES
(VALLEY DEFENDERS, PLLP)

This agreement (the "Agreement") is entered into by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "**City**") and Valley Defenders, PLLP ("**Attorney**"); collectively, the "Parties."

1. Scope of Services.

a. Attorney shall provide public defender services for indigent criminal defendants charged in Black Diamond Municipal Court under ordinances of the City or laws of the state of Washington who qualify for counsel. **Jamie O'Brien** shall be the managing attorney overseeing the public defender services provided pursuant to this Agreement.

b. Attorney shall provide legal representation for each of these defendants from the time of screening or appointment through trial, sentencing, and appeal to Superior Court, if necessary. Attorney be allowed to withdraw from representation upon disposition of a case or if allowed to withdraw upon motion to the Court. Compliance reviews and/or probation revocation hearings are also the responsibility of Attorney following appointment by the Court, but shall be subject to additional compensation outside of the per case flat rate as per Article 7, below.

c. Attorney shall provide standby representation to all in-custody defendants as well as general advice to unrepresented defendants at out-of-custody arraignments.

a. Attorney shall provide the Black Diamond Police Department with the telephone number or numbers at which the Attorney can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day. Attorney shall also provide the Black Diamond Police Department with the phone number and contact information for at least two (2) other back-up lawyers who are licensed in Washington State should the Attorney be unreachable.

b. Attorney shall be available for next court day preliminary hearings. Attorney can appear by telephone/video conferencing for such hearings, when available. Attorney shall also provide the City with the phone number and contact information for at least two (2) other back-up lawyers who are licensed in Washington State should Attorney be unreachable for preliminary hearings. Attorney maintains a conference room and individual attorney offices available at its office in Bellevue to accommodate confidential meetings with clients.

c. The Attorney shall file monthly reports with the City delineating each client who has been appointed to the Attorney, including name(s), charge(s), case number (s), disposition, bench or jury trial (if applicable), and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior month.

d. The Attorney shall provide a letter of introduction to the screener to be handed out to each defendant who receives an appointment.

2. Applicant Screening. Determination of for eligibility of appointed counsel under this Agreement shall be determined by a screening process established by the Court. The Court shall be responsible for handling the screening process

3. Associated Counsel. The Attorney may associate or employ additional attorneys to represent defendants under this Agreement at Attorney's expense. All attorneys who provide public defense services under this Agreement with the City must be acceptable to the City and must be approved in advance by the City. No legal interns shall be used unless agreed to in advance by the City. Attorney shall be responsible for overseeing and approving serviced performed by other attorneys under this Agreement.

4. Term; Nunc-Pro Tunc. The provision of services under this agreement shall commence on **January 1, 2023**. This Agreement shall remain in full force and effect through December 31, 2023, unless terminated earlier pursuant to the terms hereof. This agreement may be extended for two (2) one-year periods by mutual agreement of the parties. In the event that this agreement is executed on or after January 1, 2023, the parties agree that the terms and conditions hereof shall be interpreted and applied as though the effective date hereof was January 1, 2023.

5. Case defined. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. As the Black Diamond Municipal Court is a court of limited jurisdiction, multiple citations from the same incident are counted as one case.

6. Compensation.

a. Compensation for the services performed under this Agreement shall be a flat fee of $3,500 per month plus an additional $350.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of $3,500 plus an additional $700 ($350.00 x 2) for a total of $4,200; if 8 cases are assigned in March, Attorney shall be compensated in the amount of $3,500. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court.

b. The Flat fee shall include compensation of Attorney for coverage of arraignments, telephonic bail hearings, and review, revocation & probation hearings. Attorney shall be allowed to withdraw as attorney of record when each case reaches disposition (plea or other similar disposition, dismissal, verdict after trial or mistrial.

c. This compensation covers all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke.

d. The City shall pay Attorney an additional sum of $750 for each appeal to Superior Court plus the costs of transcriptions.

e. Such fees shall include all overhead, costs and expenses of Attorney, except as otherwise set forth herein, and shall be Attorney's sole compensation. All compensation is inclusive of administrative costs as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.

f. SCORE HEARINGS: Attorney shall be compensated for hearings held at the South Correctional Entity Jail (SCORE) at the rate of $175.00 per hour. The hourly compensation will include travel time to and from the jail.

g. ADDITIONAL CALENDARS: Court calendars held in addition to the two Wednesday morning regularly scheduled court days where attorney needs to be present, shall be compensated at the rate of $250.00 per calendar.

h. Service Provider shall be paid $75.00 per critical state advise phone calls from defendants initiated from the Black Diamond police department.

7. Professional Liability Coverage. During the term of the Contract, the Attorney shall have professional liability coverage in a minimum amount of $1,000,000 per claim and $1,000,000 in general aggregate covering Attorney and Attorney's agents and employees providing services under this Agreement. Proof of this coverage must be provided to the City prior mutual acceptance of this contract.

8. Indemnification/ Hold Harmless**.** Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorney, and Attorney's associates, agents and employees, in performance of this Agreement. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless will be valid and enforceable only to the extent of the negligence of the Attorney, its associates, agents and employees.

9. Reimbursement of Certain Costs. The City shall reimburse the Attorney for reasonable expert witness fees if the court orders an expert witness upon motion of the Attorney. The City shall reimburse the Attorney for the costs of third party investigative services if the court orders

the use of an investigator upon motion of the Attorney. The City shall reimburse the Attorney for the costs of appellate transcripts as required by court rules.

10. Discovery Provided. The City shall provide to the Attorney at no cost to the Attorney or the defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with rules for discovery. Attorney will have fax and email available for transmission of discovery.

11. Interpreters. Attorney will meet with indigent clients who require interpreters at the court facility and/or jail at the City's expense. When special circumstances arise that may require a more extensive interview, Attorney will contract the Court to arrange for interpreting services.

12. Assignment or Subcontractors. The contract for public defense services may not be assigned or subcontracted without the prior written consent of the City.

13. Standard of Care. Attorney represents and warrants that she, and any agents used to perform services under this Agreement, has the requisite training, skill and experience necessary to provide the services described herein and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Attorney shall comply with the applicable standards for public defense services pursuant to Chapter 10.101 RCW and in compliance with Standard 14.1 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.

14. Readiness. The Attorney is expected to be prepared to proceed at every stage of the criminal proceedings, unless restricted by circumstances outside of the Attorney's control. The Attorney will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

15. Termination.

a. Either party may terminate this Agreement without cause, by giving the other party ninety (90) days written notice.

b. Either party may terminate this agreement on seven (7) days written notice in the event of (1) material breach of contract, (2) violation of the rules of professional conduct, or (3) unforeseen medical issues. Such termination is effective only if the party terminating has provided written notice of the deficiency to the other party and such deficiency is not corrected in a timely manner to the reasonable satisfaction of the terminating party.

c. The City shall have the right to terminate this Agreement immediately if the license to practice law of Jamie OBrien is suspended or revoked. In the event of termination or expiration of the Agreement, the Attorney shall be allowed to withdraw from all cases pursuant to the Court rules.

16. Attorney Conflict. In the event the Attorney must withdraw from a case because of a conflict of interest, the matter will be referred to the municipal court judge for a final decision. Upon the judge's determination that the Attorney cannot represent the assigned client, the Court shall appoint the client to appropriate conflict counsel.

17. Discrimination and Compliance with Laws.

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

b. Attorney shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

19. Records retention. Attorney shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement or the Rules of Professional Conduct. Copies shall be made available on request.

20. Independent Contractor. Attorney is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be considered to create an employment relationship between the parties. Neither Attorney nor any employee of Attorney shall be entitled to any benefits accorded City employees.

21. Governing Law and Venue for Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

22. Attorneys' Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

23. Entire Agreement--Modification. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

24. Training. Attorneys and all attorney employees who regularly appear in the Black Diamond Municipal Court pursuant to this contract shall attend at least seven (7) continuing

legal education hour credits approved by the Washington State Office of Public Defense annually.

25. Supervision of Contract and Professional Standard. Any defendant complaints regarding Attorney's services shall first be addressed by Attorney. If defendant this does not resolve defendant's complaint to defendant's satisfaction, Attorney shall report the complaint to the Judge of the Black Diamond Municipal Court within 5 business days and inform defendant in writing of defendant's right to notify the court of complaint.

26. Private Practice Case Load. Attorney shall maintain compliance with the maximum case load requirements as stated by the Supreme Court Order for Indigent Defense Standards and shall file certification as required by this Order.

27. Extraordinarily Complex Cases. Attorney may ask City for extra compensation in extraordinarily complex cases. In order to request such extra compensation, Attorney must make a written request to the Black Diamond Municipal Court for Extraordinary Compensation before extra work or costs are incurred. A copy of such request shall be provided to the Mayor prior to the Court hearing on the request. Such requests may be heard In Camera at Attorney's request. The parties to this contract agree that the Judge of the Black Diamond Municipal Court shall be the decision maker in such requests, and that the Judge's decision in such cases cannot be appealed unless the ruling could be detrimental to the defendant's right to due process or effective assistance of counsel.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Dated this ______ day of _____________, 2023

CITY OF BLACK DIAMOND:	**ATTORNEY:**
By: ____________________________	____________________________
Carol Benson, Mayor	Jamie L. O'Brien Valley Defenders, PLLP
POB 599 Black Diamond, WA 98010	2700 Richards Road, Suite 202 Bellevue, WA 98005
360/886-5700	425/657-0794