

RESOLUTION NO. 07-460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
FOR CONSULTING/APPRaisal SERVICES WITH ALLEN
BRACKETT SHEDD

WHEREAS, the City of Black Diamond finds it necessary to hire an experienced consultant to provide appraisal services to the City; and,

WHEREAS, the City has selected Allen Brackett Shedd to provide such services and Consultant is qualified, willing and able to perform the necessary services identified herein; now therefore,

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

Section 1. The Mayor is authorized to execute the Consulting/Appraisal Services Contract between Allen Brackett Shedd and the City of Black Diamond, substantially in the form attached hereto as Exhibit A.

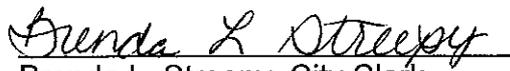
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER 2007.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

CONTRACT FOR CONSULTING/APPRaisal SERVICES

ALLEN BRACKETT SHEDD, herein referred to as the "Consultant," and THE CITY OF BLACK DIAMOND, herein referred to as the "Client," hereby agree and contract as follows:

I. Contract Work

The Consultant will provide a *Summary Appraisal Report* of The Black Diamond Water Pipeline Easements. We will develop and report our services in conformity with and subject to the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of the appraisal is to provide an opinion of the current market value of the property. The Consultant will provide the Client with a *Summary Appraisal Report* per your verbal authorization to proceed.

II. Contract Sum

The Consultant will perform the services outlined above on a fixed fee basis not to exceed \$8,500. If further consultation or court testimony is required, the additional charge is \$200 per hour.

III. Time of Payment

The Consultant shall submit a statement at the completion. Payment shall be due on the date of the statement and shall be deemed delinquent if not made within 30 days of the due date. Delinquent payments shall accrue interest at the rate of 18% per annum from the due date. Should it be necessary for the Consultant to employ the services of an attorney or begin legal proceedings to collect any delinquent payments, the Client shall be liable to the Consultant for a reasonable attorney's fee and the court costs incurred.

IV. Termination

In the event the consulting services are stopped by the Client at any time, the Consultant's fee shall be calculated, due and payable on the basis of the Consultant's fee schedule in effect on the date of the contract, and the actual hours and direct non-salary expenses incurred to the date of termination.

July 25, 2007
DATE

By: 
ALLEN BRACKETT SHEDD

10-5-07
DATE

By: 
(CLIENT)