

RESOLUTION NO. 09-607

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH SRI TECHNOLOGIES, INC. TO PROVIDE PLANNING  
ASSISTANCE IN THE REVIEW AND PROCESSING OF  
MPD APPLICATIONS**

WHEREAS, on May 12, 2009, the Yarrow Bay Group, through its subsidiary partnerships, filed Master Planned Development (MPD) applications for The Villages and Lawson Hills MPDs; and

WHEREAS, these are large, complex and very significant projects for the City of Black Diamond and, given the complexity of these MPD applications, it is desirable to have an individual who solely focus on their review without interruption with other duties; and

WHEREAS, existing planning staff's time is frequently occupied by other matters in service to the citizens of Black Diamond and other programs of the City; and

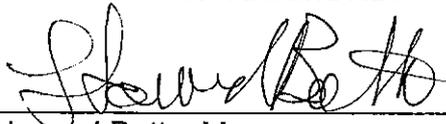
WHEREAS, the Community Development Director solicited interest from several consulting companies and placement services such as SRI, has interviewed the individual to be placed by SRI and determined his selection provides the best potential service to staff;

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

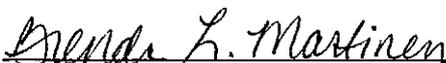
**Section 1.** The Mayor is hereby authorized to execute a contract with SRI Technologies, Inc. to provide planning assistance in the processing of The Villages and Lawson Hills Master Planned Development (MPD) applications attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF MAY,  
2009.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Howard Botts, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

# SRI TECHNOLOGIES INC.

1607 116<sup>th</sup> Ave NE, Bellevue, WA 98004

## Standard Contractual Terms and Conditions For City of Black Diamond

1. It is understood and agreed that assigned employees will be offered by City of Black Diamond (hereafter referred to as The Client) standard work week to perform their duties.
2. Should there be any overtime, we will invoice you at the overtime rate for all hours worked in excess of forty (40) hours in any one week; or thirty-two (32) hours in a holiday week.
3. All billings will be issued weekly and terms of payment are net ten (10) days on receipt of invoice.
4. SRI TECHNOLOGIES, INC. provides the required insurance coverage of our employees while working on your premises. When requested, a Certificate of Insurance will be submitted to you indicating the full extent of our coverage.
5. The overhead, profit, and labor rate factors that comprise the proposed hourly billing rates (other than item 3 above) cover the entire cost of SRI TECHNOLOGIES INC'S services to you, including expense of maintaining proper payroll and accounting records, worker's compensation insurance, federal and state unemployment insurance, all statutory taxes and any other overhead expense incurred by The Client.
7. The Client will not be billed for six (6) observed holidays, namely:

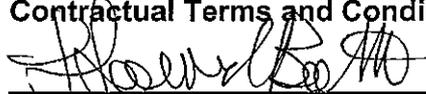
New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
8. No billing shall be issued for time lost by our employees because of illness or any other personal reason.
9. All reproductions and materials other than those quoted, necessary to complete all tasks will be billed at cost.

**CONTINUED**

- 10. In furtherance of the particular requirements of the client, it is acknowledged and agreed by the parties that any and all personnel assigned to The Client by SRI TECHNOLOGIES, INC. are subject to the direct control and supervision of The Client. SRI TECHNOLOGIES, INC.'s obligations hereunder relate solely to the assignment of personnel and the payments provided for herein are based solely on the value thereof. SRI TECHNOLOGIES, INC. shall have no responsibility of liability for the acts or omissions committed by the personnel in the performance of their assignment for The Client or for their work product. The Client shall indemnify, defend and hold SRI TECHNOLOGIES, INC. harmless against any claims, losses, liabilities, or damages (and reasonable expenses related thereto, including reasonable attorney's fees and expenses of defense, and investigation) arising from or in connection with any acts or omissions or alleged acts or alleged omissions of the work product of the personnel assigned hereunder.**
- 11. SRI TECHNOLOGIES, INC.'S responsibility under any agreement to provide services is to exert the best effort possible to carry out the scope as defined. In doing so, SRI TECHNOLOGIES, INC. shall in all respects be guided by such instructions as may from time to time, be given by The Client. All work performed by the personnel assigned to The Client is subject to The Client direction and responsibility.**
- 12. SRI TECHNOLOGIES, INC. currently has an Affirmative Action Program in the corporation and SRI TECHNOLOGIES, INC. will comply with all of the Rules and Regulations of the President's Committee on Equal Employment Opportunity.**
- 13. If, subsequent to execution of this contract, and legislation enacted by a government entity increases the taxes or costs imposed on SRI TECHNOLOGIES, INC. in the performance of the contract, client agrees to be responsible for such increase.**
- 14. If The Client wishes to hire a SRI TECHNOLOGIES, INC. employee direct for permanent employment within the first year of the employees contract, the Client will be charged a conversion fee of 25% of the annual salary (Hourly salary x 2080) minus 1% for every two weeks of employment with SRI at The Client . However, SRI TECHNOLOGIES, INC. shall not refund any monies of that fee should employee terminate or be terminated for any reason . After one year of continuous employment, the conversion fee shall be waived.**
- 15. EMPLOYEE shall not accept employment directly or indirectly or enter into any other business relationships as an individual or other entity with The Client for a period of one (1) year following the termination of employment**

with SRI TECHNOLOGIES, INC., without the written consent of SRI TECHNOLOGIES, INC.

We agree to the Terms and Conditions set forth in the SRI TECHNOLOGIES, INC. Contractual Terms and Conditions.

  
Buyer (Client) \_\_\_\_\_ 5-21-09 \_\_\_\_\_  
Date

  
SRI TECHNOLOGIES, INC. \_\_\_\_\_ 5/27/09 \_\_\_\_\_  
Date

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