

RESOLUTION NO. 11-757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE FOR THE PURCHASE OF TWENTY CONCRETE BOAT RAMP PLANKS AND APPURTENANCES FOR LAKE SAWYER.

**WHEREAS**, the City is planning to reconstruct the boat ramp at Lake Sawyer this summer during the low water period; and

**WHEREAS**, the City would like to reconstruct the boat ramp according to the Washington State Department of Fish and Wildlife standard design method; and

**WHEREAS**, Fish and Wildlife makes their own concrete boat ramp planks and brackets in their shop in Lacey; and


**WHEREAS**, these boat ramp planks are a specialty item that can only be purchased through Fish and Wildlife;

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

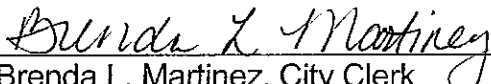
**Section 1.** Authorizing the Mayor to execute an interlocal agreement with the Washington State Department of Fish and Wildlife for the purchase of twenty concrete boat ramp planks and appurtenances for Lake Sawyer for \$17,250 substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2011.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

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

AGREEMENT FOR PROCUREMENT OF GOODS  
Between  
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE  
And  
CITY OF BLACK DIAMOND

Period of Performance: July 1, 2011 -- August 1, 2011


THIS AGREEMENT is by and between the City of Black Diamond, hereinafter referred to as "City" and the Washington State Department of Fish and Wildlife, hereinafter referred to as "WDFW" who mutually agree as follows:

1. The City and WDFW desire to enter into this Agreement for WDFW to provide 20 launch planks for the City of Black Diamond in accordance with this agreement.
2. PICK-UP OF MATERIALS: WDFW shall complete manufacturing of the launch planks and make launch planks and other deliverables available for pick up by the City at the WDFW Lacey Construction Shop on Carpenter Road, Lacey Washington on a time and date to be mutually agreed upon, but no later than August 1, 2011.
3. DELIVERABLES: WDFW will provide the following:
  - a. Twenty (20) four foot by twelve foot concrete boat ramp panels according to WDFW standards.
  - b. All needed connection hardware; to include 38 flat and L brackets, and all needed nuts, bolts and washers.
4. CONSIDERATION: The maximum consideration payable to WDFW for performance under this Agreement shall not exceed \$17,250. WDFW will give notice to the City as soon as practicable in the event that WDFW determines that the maximum amount set forth herein will be exceeded.
5. CONTRACT COORDINATION: The Public Works Director, Seth Boettcher, of the City of Black Diamond PO Box 599, 24301 Roberts Drive, Black Diamond, Washington 98010, 360.886.2560, and Bill Phillips, Assistant Director of Capital and Asset Management Program, of WDFW, 600 Capitol Way N, Olympia, Washington 98501-1091, 360.902.8382, or their successors, will provide assistance and guidance to the other party necessary for the performance of this agreement.

6. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.
7. AGREEMENT ALTERATIONS AND AMENDMENTS: The City and WDFW may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the Director or his/her delegates for WDFW.
8. TERMINATION: Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.
9. INCONSISTENCY: In the event of inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, (c) General Terms and Conditions, (d) any other provision of the contract whether incorporated by reference or otherwise.
10. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the parties hereto.
11. Regardless of date of signature, this agreement's effective date is: July 1, 2011.
12. *Correspondence @ 7-20-11 RR*  
Invoices shall be sent to the attention of: Lisa Ponder, Contracts Specialist, 600 Capitol Way N. Olympia, WA 98501.

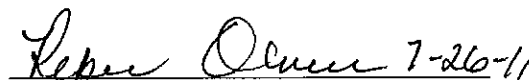
IN WITNESS WHEREOF: City of Black Diamond and WDFW have signed this Agreement.

WASHINGTON DEPARTMENT OF  
FISH AND WILDLIFE

  
\_\_\_\_\_  
Lee Rolle,  
Chief Financial Officer

*7/20/2011*  
\_\_\_\_\_  
Date

CITY OF BLACK DIAMOND

  
\_\_\_\_\_  
Rebecca Olness, Mayor  
City of Black Diamond

\_\_\_\_\_  
Date