CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, April 12, 2016 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

Note: A Study Session is scheduled from 6:00 to 7:00 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- End of Session Update (Lobbyist Briahna Murray – 15 minutes)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.*

APPROVE CONSENT AGENDA

C-1. Vouchers (Hendrickson)
C-2. Approve Interlocal Agreement with National Joint Powers Alliance for Cooperative Purchasing (Newton)
C-3. Approve Resolution Declaring Skate Park Equipment as Surplus Property (Newton/Feser)
C-4. Approve Resolution Authorizing Washington Wildlife and Recreation Program Grant Application for South Covington Park Property Acquisition Project (Newton/Feser)
C-5. Authorize the City Manager to Extend the Current Contract with SBS Legal Services, PLLC for City Attorney Services (Bolli)

NEW BUSINESS

1. Consider Appointment to Human Services Commission (Council)
2. Consider Ordinance Relating to Updates and Corrections to the City's Procedures for Amending Development Regulations; Repealing Chapter 14.05 and Amending Chapters 14.10 and 14.15 and Section 14.30.060 (Hart/Mueller)
3. Consider Ordinance Amending CMC 10.25.030 to Expand Overnight Parking Restrictions on Public Rights-of-Way in Residential Zones within the City of Covington to all Large Vehicles (Bykonen/McCurdy)
4. Discuss Restructuring of Public Works Maintenance Division Positions (Beaufrere)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).

Consent Agenda Item C-1

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #33804-33804 in the amount of $15,116.83, dated March 14, 2016; Vouchers #33805-33881, including ACH payments and electronic fund transfers in the amount of $125,029.82, dated March 18, 2016; Vouchers #33882-33941, including ACH payments in the amount of $158,416.05, dated April 1, 2016; Electronic Funds Transfer in the amount of $42,273.81, dated April 6, 2016; and Paylocity Payroll Checks #1005041045-1005041061 inclusive, plus employee direct deposits in the amount of $181,952.51, dated March 25, 2016.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers #33804-33804 in the amount of $15,116.83, dated March 14, 2016; Vouchers #33805-33881, including ACH payments and electronic fund transfers in the amount of $125,029.82, dated March 18, 2016; Vouchers #33882-33941, including ACH payments in the amount of $158,416.05, dated April 1, 2016; Electronic Funds Transfer in the amount of $42,273.81, dated April 6, 2016; and Paylocity Payroll Checks #1005041045-1005041061 inclusive, plus employee direct deposits in the amount of $181,952.51, dated March 25, 2016.

March 14, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33804 through Check #33804

In the Amount of $15,116.83

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker Senior Accountant	Mark Lanza City Councilmember
Jeff Wagner Mayor	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
Printed: 3/18/2016 10:42 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
33804	2504	Stalzer and Associates	03/14/2016	
	3889	Comprehensive Plan Update; 11/1-12/31/15		15,116.83
			Total for Check Number 33804:	15,116.83
			Total for 3/14/2016:	15,116.83
			Report Total (1 checks):	15,116.83

March 18, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33805 through Check #33881, including ACH payments and electronic fund transfers

In the Amount of $125,029.82

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker Senior Accountant	Mark Lanza City Councilmember
Jeff Wagner Mayor	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
Printed: 3/18/2016 10:31 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	0418	Olympic Environmental Resource	03/18/2016	
	20162	Spring recycling program implementation		1,260.00
			Total for this ACH Check for Vendor 0418:	1,260.00
ACH	0771	David Evans & Associates, Inc.	03/18/2016	
	371774	Traffic Concurrency; Provident Electric		8,554.50
			Total for this ACH Check for Vendor 0771:	8,554.50
ACH	1091	Complete Office Solutions	03/18/2016	
	133368-0	Poly zip bags		34.75
	133368-0	Office supplies		67.08
			Total for this ACH Check for Vendor 1091:	101.83
ACH	1271	Rob Hendrickson	03/18/2016	
	1271-3	Hendrickson; Piper Jaffray conference, parking		14.00
			Total for this ACH Check for Vendor 1271:	14.00
ACH	1622	Law Offices of Thomas R Hargan, PLLC	03/18/2016	
	16-CV02	Prosecution services through 2/29/16		4,539.37
			Total for this ACH Check for Vendor 1622:	4,539.37
ACH	1688	Mountain Mist	03/18/2016	
	054257-3	Maint shop; bottled water, February		11.00
	054257-3	City hall; bottled water, February		102.28
	054257-3	Maint shop; bottled water, February		8.24
	054257-3	Maint shop; bottled water, February		8.24
	054257-3	Aquatics; bottled water, February		77.76
			Total for this ACH Check for Vendor 1688:	207.52
ACH	1876	John Gaudette	03/18/2016	
	1876-3	Gaudette; PNR Management school, mileage/tol		116.16
	1876-3-1	Reimbursement; CDL testing		12.00
	1876-3-1	Reimbursement; CDL testing		8.00
			Total for this ACH Check for Vendor 1876:	136.16
ACH	1901	Modern Building Systems, Inc.	03/18/2016	
	0072636	Maint shop; building lease, 4/1-5/1/16		426.80
	0072636	Maint shop; building lease, 4/1-5/1/16		569.06
	0072636	Maint shop; building lease, 4/1-5/1/16		426.80
			Total for this ACH Check for Vendor 1901:	1,422.66
ACH	2105	Rachel Bahl	03/18/2016	
	2105-3	Bahl; mileage reimbursement, February		78.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor 2105:	78.82
ACH	2151	Shawn Buck	03/18/2016	
	2151-3	Buck; APWA Asset Management meeting, lunch		19.20
			Total for this ACH Check for Vendor 2151:	19.20
ACH	2250	SBS Legal Services	03/18/2016	
	C064	Legal services; February		9,690.00
			Total for this ACH Check for Vendor 2250:	9,690.00
ACH	2262	Voyager Fleet Systems Inc.	03/18/2016	
	869285460609	Vehicle fuel		310.19
			Total for this ACH Check for Vendor 2262:	310.19
ACH	2461	Tri-Tec Communications, Inc.	03/18/2016	
	615814	Aquatics; telephone headset bundle		1,030.61
	615916	Ball; phone/license		698.30
			Total for this ACH Check for Vendor 2461:	1,728.91
ACH	2500	Tetra Tech, Inc.	03/18/2016	
	51021542	CIP 1127; engineering, 1/23-2/19/16		3,234.20
			Total for this ACH Check for Vendor 2500:	3,234.20
ACH	2555	NuCO2 LLC	03/18/2016	
	48087362	Aquatics; CO2 for pH control		104.59
			Total for this ACH Check for Vendor 2555:	104.59
ACH	2621	Jaquelyn Ball	03/18/2016	
	2621-3	Reimbursement; #3468, vehicle fuel		41.15
	2621-3-1	Reimbursement; jury duty mileage		23.16
			Total for this ACH Check for Vendor 2621:	64.31
ACH	2813	Rachael Leung	03/18/2016	
	2813-3	Leung; mileage reimbursement, February		3.04
	2813-3	Leung; mileage reimbursement, February		3.03
			Total for this ACH Check for Vendor 2813:	6.07
56	1917	US Bank National Association	03/18/2016	
	1917-02-2016	Credit card fees for February transactions		355.70
	1917-02-2016	Credit card fees for February transactions		50.50
			Total for Check Number 56:	406.20
57	2783	WA State Dept of Revenue	03/18/2016	
	2783-02-2016	Business & Occupation Tax February 2016		783.07
	2783-02-2016	Business & Occupation Tax February 2016		336.05
	2783-02-2016	Business & Occupation Tax February 2016		306.34
	2783-02-2016	Sales Tax February 2016		1,144.12
	2783-02-2016	Sales Tax February 2016		4.36
	2783-02-2016	Use Tax February 2016		239.82
	2783-02-2016	Use Tax February 2016		34.34
			Total for Check Number 57:	2,848.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33805	3047	Christiana Abad	03/18/2016	
	3047-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33805:	9.50
33806	2940	Accord Contractors, LLC	03/18/2016	
	30363	Aquatics; concrete patching/repair work		5,957.80
			Total for Check Number 33806:	5,957.80
33807	0206	AFLAC	03/18/2016	
	380560	Insurance premiums, March		391.07
			Total for Check Number 33807:	391.07
33808	0955	American Red Cross	03/18/2016	
	10432149	Lifeguarding classes; 2/6		81.00
			Total for Check Number 33808:	81.00
33809	3048	Muthukrishnan Anbuman	03/18/2016	
	3048-2016	Refund balance on customer's account at the Aqu		6.75
			Total for Check Number 33809:	6.75
33810	1534	APWA - WA State Chapter	03/18/2016	
	1800100-9030105	Bates; NPWI leadership skills, registration		250.00
	1800100-9030105	Bates; NPWI leadership skills, registration		250.00
	1800100-9030105	Lindskov; NPWI leadership skills, registration		200.00
	1800100-9030105	Lindskov; NPWI leadership skills, registration		300.00
			Total for Check Number 33810:	1,000.00
33811	2033	Aquatic Specialty Services	03/18/2016	
	10353	Pool chemicals		352.67
	10433	In house vacuum repair		124.90
			Total for Check Number 33811:	477.57
33812	2223	ARC Imaging Resources	03/18/2016	
	A23102	Plotter/scanner; usage, 1/9-2/9/16		62.40
			Total for Check Number 33812:	62.40
33813	2856	Baden Sports Inc.	03/18/2016	
	PSI479572	Soccer balls		1,026.27
	PSI479811	Soccer balls		952.97
			Total for Check Number 33813:	1,979.24
33814	0499	Bank of America	03/18/2016	
	0405-3	Aquatics; cleaning supplies		328.59
	0405-3	Aquatics; CPR pocket masks		221.54
	0405-3	Aquatics; CPR pocket masks, use tax		-17.54
	0405-3	Sweetheart swim; supplies		82.32
	2923-3	Volunteer/Commissioner of Year; cake		39.34
	2923-3	Classified ads; seasonal maintenance workers		245.00
	2923-3	DOL regulatory training DVD, use tax		-17.11
	2923-3	DOL regulatory training DVD		216.11
	2923-3	Dalton/Kirshenbaum; employee pride awards		100.00
	3331-3	Mhoon; SCA networking dinner		45.00
	3331-3	Council Summit; flowers		30.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3331-3	Bolli; NW Regional Mgmt conference, registrati		325.00
	3433-3	Bolli; Chamber auction item, lunch with CM		15.51
	3433-3	Bolli; Soos Creek quarterly meeting, lunch		17.52
	3433-3	Bolli; AWC City Action Days; hotel/parking		131.65
	3433-3	Chamber auction item, lunch with CM		15.51
	3639-3	New Maintenance Worker; computer monitor		109.20
	3639-3	Network cables, use tax		-5.87
	3639-3	Network cables		74.17
	3639-3	Replacement computer monitors		545.98
	3639-3	Replacement computer monitors, use tax		-43.24
	3639-3	New Maintenance Worker; computer monitor, us		-8.65
	3639-3	New Maintenance Worker; computer monitor		72.79
	3639-3	New Maintenance Worker; computer monitor, us		-5.76
	3639-3	Ball; monitor		181.99
	3639-3	Ball; monitor, use tax		-14.41
	3639-3	Server room storage bins		44.53
	3639-3	Server room storage bins, use tax		-3.53
	3639-3	Computer cables		71.76
	3639-3	Computer parts		19.29
	3639-3	Computer parts, use tax		-1.53
	3639-3	Computer parts, use tax		-2.58
	3639-3	Computer parts		32.55
	3639-3	Christenson; high res monitors		1,172.86
	3639-3	Christenson; high res monitors, use tax		-92.88
	5700-3	Maint shop; tarp		130.83
	5700-3	Maintenance retreat; lunch		15.37
	5700-3	Maintenance retreat; lunch		20.49
	5700-3	Public works retreat, supplies		4.72
	5700-3	Public works retreat, supplies		4.71
	5700-3	Graffiti repellant		540.83
	5700-3	Maint shop; tarp		174.43
	5700-3	Graffiti repellant, use tax		-42.83
	5700-3	Maint shop; tarp		130.83
	5700-3	Hex-Plugger, use tax		-28.17
	5700-3	Hex-Plugger		355.67
	5700-3	Maintenance retreat; lunch		15.36
	6093-3	Public Works retreat, lunch		65.34
	6093-3	Public Works retreat, lunch		65.35
	6093-3	Fealy; Winter Agronomic, registration		20.00
	6093-3	Gaudette; Winter Agronomic, registration		20.00
	6093-3	Fealy; Winter Agronomic, registration		30.00
	6093-3	Gaudette; Winter Agronomic, registration		30.00
	6167-3	Bates/Vondran/Fealy; Partner in Emergency Prep		975.00
	6668-3	Student Art Show; portfolios		231.21
	6668-3	Student Art Show; inventory stickers, use tax		-3.81
	6668-3	Slate; WFEA annual conference, registration		402.50
	6668-3	Patterson; WFEA annual conference, registration		272.50
	6668-3	Student Art Show; inventory stickers		48.06
	6686-3	Meyers; ICC Institute, shuttle		49.56
	6686-3	Hendrickson; GFOA, airfare, travel insurance		737.70
	6686-3	Davy; Mean Girls, registration		161.89
	6686-3	GoToMeeting, annual plan through 2/20/17		406.60
	7314-3	Ball; CPRP application/exam		260.00
	7314-3	Conway; CPRP application/exam		260.00
	7314-3	DSLR camera kit, use tax		-120.23
	7314-3	Skate Park Design outreach, gift card for drawin;		20.00
	7314-3	DSLR memory cards/batteries		79.15
	7314-3	DSLR camera kit		1,518.23
	8754-3	Slate; PRSA North Pacific District conference		325.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9148-3	Vondran; Surface 4		1,250.00
	9148-3	Vondran; Surface 4		188.94
	9148-3	Vondran; Surface 4		188.95
	9148-3	Computer adapters		108.82
	9148-3	Computer adapters, use tax		-8.62
	9148-3	Lindskov/Wesley; ITE lunch meeting		85.00
	9148-3	1099 forms/envelopes, letter opener		50.79
			Total for Check Number 33814:	12,965.61
33815	3049	Susan Behrens	03/18/2016	
	3049-2016	Refund balance on customer's account at the Aqu		7.75
			Total for Check Number 33815:	7.75
33816	3050	Christabell Bernard	03/18/2016	
	3050-2016	Refund balance on customer's account at the Aqu		6.75
			Total for Check Number 33816:	6.75
33817	2368	Best Parking Lot Cleaning Inc.	03/18/2016	
	144194	MV; street cleaning, February		2,427.59
	144372	Street cleaning, February		7,326.93
			Total for Check Number 33817:	9,754.52
33818	3051	Jen Bonner	03/18/2016	
	3051-2016	Refund balance on customer's account at the Aqu		6.75
			Total for Check Number 33818:	6.75
33819	2143	Wilma Bowen	03/18/2016	
	2143-2015	Utility tax rebate; electricity		34.86
	2143-2015	Utility tax rebate; natural gas		30.32
	2143-2015	Utility tax rebate; solid waste		14.21
	2143-2015	Utility tax rebate; cable		58.14
	2143-2015	Utility tax rebate; telephone		49.80
			Total for Check Number 33819:	187.33
33820	1868	The Brickman Group Ltd, LLC	03/18/2016	
	5101025366	Landscaping maintenance; March		5,400.68
			Total for Check Number 33820:	5,400.68
33821	0026	C&B Awards	03/18/2016	
	2666	Spring soccer t-shirts		5,378.71
	2667	Spring soccer coaches t-shirts		776.49
			Total for Check Number 33821:	6,155.20
33822	1997	Capital One Commercial	03/18/2016	
	068172	Aquatics; storage containers		77.24
	701053	Return; Scott desk chair		-177.19
	794242	Paper products, cleaner, hand sanitizer		232.46
	794242	Maint shop; coffee, creamer		18.17
	794242	Maint shop; coffee, creamer		13.63
	794242	Maint shop; coffee, creamer		13.63
			Total for Check Number 33822:	177.94
33823	2366	CenturyLink Business Services	03/18/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1368421351	Aquatics; internet/loop, February		360.00
			Total for Check Number 33823:	360.00
33824	3052	Garrett Christianson	03/18/2016	
	3052-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33824:	9.50
33825	0722	City of Bellevue	03/18/2016	
	30706	2016 eCityGov annual membership		2,300.00
			Total for Check Number 33825:	2,300.00
33826	0366	City of Covington	03/18/2016	
	0366-3	CCP Phs 2; pre-application meeting submittal		791.00
			Total for Check Number 33826:	791.00
33827	3053	Chris Cooper	03/18/2016	
	3053-2016	Refund balance on customer's account at the Aqu		13.50
			Total for Check Number 33827:	13.50
33828	0184	Cordi & Bejarano	03/18/2016	
	223	Public defender services, February		4,000.00
			Total for Check Number 33828:	4,000.00
33829	1952	Covington Copy It...Mail It	03/18/2016	
	6014	SoCo Park; CFT grant application postage		30.09
			Total for Check Number 33829:	30.09
33830	1983	De Lage Landen Financial Srvcs	03/18/2016	
	49342337	Copier lease; 3/1-3/31/16		104.41
			Total for Check Number 33830:	104.41
33831	1923	Delta Business Training, LLC	03/18/2016	
	4911	2016 Online training renewals		651.60
	4911	2016 Online training renewals, use tax		-51.60
			Total for Check Number 33831:	600.00
33832	2961	Global Equipment Company Inc.	03/18/2016	
	109149355	First Aid to Go kits, use tax		-21.07
	109149355	First Aid to Go kits		266.07
	109149952	Disposable instant cold packs		168.75
			Total for Check Number 33832:	413.75
33833	2553	Gordon Thomas Honeywell Governmental	03/18/2016	
	Feb16 1123	Governmental Affairs services; February		2,300.00
			Total for Check Number 33833:	2,300.00
33834	0302	Gray & Osborne	03/18/2016	
	16421.00 2	CIP 1029; construction management, 1/31-2/27/1		4,362.72
			Total for Check Number 33834:	4,362.72
33835	3055	Michelle Hagen	03/18/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3055-2016	Refund balance on customer's account at the Aqu		15.00
			Total for Check Number 33835:	15.00
33836	3056	Carlene Hale	03/18/2016	
	3056-2016	Refund balance on customer's account at the Aqu		47.00
			Total for Check Number 33836:	47.00
33837	3054	Kathy Hartz	03/18/2016	
	3054-2016	Refund balance on Joey Gannom's account at Aq		9.50
			Total for Check Number 33837:	9.50
33838	2938	Alfred Helfen	03/18/2016	
	2938-3	Utility tax rebate; natural gas		41.81
	2938-3	Utility tax rebate; solid waste		15.45
	2938-3	Utility tax rebate; cable		68.77
	2938-3	Utility tax rebate; electricity		28.68
			Total for Check Number 33838:	154.71
33839	3057	Becky Hoffman	03/18/2016	
	3057-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33839:	9.50
33840	0867	Home Depot Credit Services	03/18/2016	
	009232	Watering can		19.53
	1580100	Aquatics; ADA lift supplies		4.32
	2091985	Aquatics; compression coupling		11.91
	3091902	Maint shop; return electrical supplies		-2.20
	3091902	Maint shop; return electrical supplies		-2.92
	3091902	Maint shop; return electrical supplies		-2.20
	3585354	Aquatics; closure repair supplies		100.29
	4064186	Network wiring supplies		4.28
	5073281	Maint shop; electrical supplies		6.16
	5073281	Maint shop; electrical supplies		8.22
	5073281	Maint shop; electrical supplies		6.17
	5073330	Network wiring supplies		33.50
	6010726	CCP; plumbing supplies, fertilizer, seed		80.23
	72231	Maint shop; cords, straps		6.48
	72231	Maint shop; cords, straps		6.48
	72231	Maint shop; cords, straps		8.63
	8160100	Aquatics; replacement hooks for locker room		32.32
			Total for Check Number 33840:	321.20
33841	1722	Honey Bucket	03/18/2016	
	2-1572595	Cedar Heights; portable toilet, 2/29-3/27/16		177.50
	2-1572596	Covington Elementary; portable toilet, 2/29-3/27		177.50
	2-1572597	Crestwood; portable toilet, 2/29-3/27/16		177.50
	2-1572598	Jenkins Creek; portable toilet, 2/29-3/27/16		177.50
	2-1572599	Mattson; portable toilet, 2/29-3/27/16		177.50
	2-1572600	Kentwood; portable toilet, 2/29-3/27/16		177.50
	2-1576518	Skate park; portable toilet, 3/3-3/30/16		202.95
			Total for Check Number 33841:	1,267.95
33842	3058	Debra Howe	03/18/2016	
	3058-2016	Refund balance on customer's account at the Aqu		47.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33842:	47.00
33843	3074 73240	Hydraulic Installation & Repair #2577; repairs	03/18/2016	1,974.51
			Total for Check Number 33843:	1,974.51
33844	1803 MHT6544	Iron Mountain Document storage; March	03/18/2016	157.00
			Total for Check Number 33844:	157.00
33845	3059 3059-2016	Elizabeth Keenan Refund balance on customer's account at the Aqu	03/18/2016	20.00
			Total for Check Number 33845:	20.00
33846	3060 3060-2016	Laurie Kelly Refund balance on customer's account at the Aqu	03/18/2016	10.00
			Total for Check Number 33846:	10.00
33847	2480 87290	Ken's Pool & Patio Aquatics; broken step repair, final payment	03/18/2016	1,571.45
			Total for Check Number 33847:	1,571.45
33848	0385 1600002115	Kent School #415 Gym rental, basketball, 1/30-2/20/16	03/18/2016	4,024.32
			Total for Check Number 33848:	4,024.32
33849	3061 3061-2016	Lisa Kimmet Refund balance on customer's account at the Aqu	03/18/2016	140.00
			Total for Check Number 33849:	140.00
33850	0143 11004332	King County Finance City hall; internet, February	03/18/2016	375.00
			Total for Check Number 33850:	375.00
33851	3062 3062-2016	Akhila Kruthiventi Refund balance on customer's account at the Aqu	03/18/2016	19.00
			Total for Check Number 33851:	19.00
33852	3063 3063-2016	Anvitha Kruthiventi Refund balance on customer's account at the Aqu	03/18/2016	18.50
			Total for Check Number 33852:	18.50
33853	2932 INVHDMM0060297	LogicNow, Inc. Spam filtering service; 3/1/16-3/1/17	03/18/2016	1,519.02
			Total for Check Number 33853:	1,519.02
33854	2367 151640	Magnum Print Solutions Police; fax machine maintenance/repair	03/18/2016	146.60
			Total for Check Number 33854:	146.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33855	1796	Robert Meyers	03/18/2016	
	1796-3	Meyers; ICC Institute, per diem		241.50
			Total for Check Number 33855:	241.50
33856	3064	Rachel Montgomery	03/18/2016	
	3064-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33856:	9.50
33857	1487	NAPA Auto Parts	03/18/2016	
	781823	#2900; battery		50.39
	782497	Maint shop; #3384 part		10.75
	782497	Maint shop; #3384 part		14.33
	782497	Maint shop; #3384 part		10.75
			Total for Check Number 33857:	86.22
33858	3065	Cuong Nguyen	03/18/2016	
	3064-2016	Refund balance on customer's account at the Aqu		114.00
			Total for Check Number 33858:	114.00
33859	3066	Cheryl Nichelson	03/18/2016	
	3066-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33859:	9.50
33860	1948	George Nomura	03/18/2016	
	1948-3	Utility tax rebate; electricity		15.59
	1948-3	Utility tax rebate; natural gas		32.55
	1948-3	Utility tax rebate; solid gas		9.57
	1948-3	Utility tax rebate; cable		64.63
	1948-3	Utility tax rebate; telephone		18.73
			Total for Check Number 33860:	141.07
33861	0004	Office Depot	03/18/2016	
	1907196525	Student Art Show; supplies		19.60
	1909536275	Slate, mouse		21.71
	1910021828	Newton; keyboard		79.92
	1910032818	Return; Newton keyboard		-79.92
	823856047001	Return; clock		-31.18
	825320098001	Fax drum		85.78
	825320098001	Office supplies		54.24
	826280933001	Return; fax toner		-44.58
	826331026001	Office supplies		77.47
	826615600001	Office supplies		260.12
			Total for Check Number 33861:	443.16
33862	3067	Karlina Packard	03/18/2016	
	3067-2016	Refund balance on customer's account at the Aqu		56.50
			Total for Check Number 33862:	56.50
33863	1407	Parametrix, Inc.	03/18/2016	
	21-23624	Plan review services; 1/3-1/30/16		1,396.15
			Total for Check Number 33863:	1,396.15
33864	3075	Pinky's Plumbing LLC	03/18/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8967	Minor housing repair; #TRUM-01-15		3,094.01
			Total for Check Number 33864:	3,094.01
33865	0161	Puget Sound Energy	03/18/2016	
	200005568858	Streets; electricity, 2/1-3/1/16		87.52
	200013103656	CCP; electricity, 2/1-3/1/16		29.62
	200013951476	Streets; electricity, 2/1-3/1/16		94.98
	200014568881-3	Maint shop; electricity, 2/1-3/1/16		63.30
	200014568881-3	Maint shop; electricity, 2/1-3/1/16		47.47
	200014568881-3	Maint shop; electricity, 2/1-3/1/16		47.47
			Total for Check Number 33865:	370.36
33866	1905	Sharp Electronics Corporation	03/18/2016	
	C850233-701	Copier usage, 1/15-2/22/16		25.07
	C850233-701	Copier usage, 1/15-2/22/16		16.71
	C850235-701	Reception; copier usage, 1/15-2/16/16		15.62
	C850311-701	Police; copier usage, 1/14-2/25/16		40.41
	C850600-701	Workroom; copier usage, 1/29-2/29/16		2,442.22
	C851079-701	Aquatics copiers'; usage, 2/1-3/7/16		24.04
			Total for Check Number 33866:	2,564.07
33867	3076	Sign Pros	03/18/2016	
	REC002662	Refund; Sign permit #S16-0002		40.00
	REC002662	Refund; Sign permit #S16-0002		423.00
			Total for Check Number 33867:	463.00
33868	3068	Heather Snyder	03/18/2016	
	3068-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33868:	9.50
33869	3009	SoftwareOne, Inc.	03/18/2016	
	US-PSI-465221	Junkin/Vondran/Lindskov; Microsoft Project 201		514.35
	US-PSI-465221	Junkin/Vondran/Lindskov; Microsoft Project 201		553.91
	US-PSI-465221	Feser; Microsoft Project 2016		395.65
	US-PSI-465221	Junkin; Microsoft Project 2016		118.70
			Total for Check Number 33869:	1,582.61
33870	1903	Sound Publishing, Inc.	03/18/2016	
	7664688	Weekly bulletin; 2/12, 2/26		745.55
			Total for Check Number 33870:	745.55
33871	3069	Francisca Sturgeon	03/18/2016	
	3069-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33871:	9.50
33872	2023	Mae Trepanier	03/18/2016	
	2023-2015	Utility tax rebate; natural gas		113.26
	2023-2015	Utility tax rebate; solid waste		10.66
	2023-2015	Utility tax rebate; cable		97.59
	2023-2015	Utility tax rebate; electricity		60.59
			Total for Check Number 33872:	282.10
33873	2556	United Site Services	03/18/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	114-3779557	Gardner; fence rental, 2/20-3/18/16		355.77
			Total for Check Number 33873:	355.77
33874	2103	US Bancorp Equip Finance Inc.	03/18/2016	
	299551796	Copier lease		130.32
	299551796	Copier lease		86.88
			Total for Check Number 33874:	217.20
33875	0046	Verizon Wireless	03/18/2016	
	9760839183	Cellular service,2/21-3/20/16		42.14
	9760839183	Cellular service/tablet data, 2/21-3/20/16		98.61
	9760839183	Cellular service/tablet data,2/21-3/20/16		125.60
	9760839183	Cellular service/tablet data, 2/21-3/20/16		190.73
	9760839183	Cellular service/tablet data, 2/21-3/20/16		166.39
	9760839183	Cellular service,2/21-3/20/16		30.13
	9760839183	Cellular service,2/21-3/20/16		47.77
	9760839183	Cellular service,2/21-3/20/16		29.30
	9760839183	Cellular service, 2/21-3/20/16		195.64
	9760839183	Hart; phone		113.06
	9760839183	Hart; phone		48.45
			Total for Check Number 33875:	1,087.82
33876	2061	WA Wildlife & Recreation Coalition	03/18/2016	
	R-16	2016 WWRC agency membership dues		250.00
			Total for Check Number 33876:	250.00
33877	3070	Korina Weigand	03/18/2016	
	3070-2016	Refund balance on customer's account at the Aqu		142.00
			Total for Check Number 33877:	142.00
33878	3071	Jonah Weisser	03/18/2016	
	3071-2016	Refund balance on customer's account at the Aqu		7.75
			Total for Check Number 33878:	7.75
33879	3072	Nikki Westover	03/18/2016	
	3072-2016	Refund balance on customer's account at the Aqu		9.50
			Total for Check Number 33879:	9.50
33880	3073	Katja White	03/18/2016	
	3073-2016	Refund balance on customer's account at the Aqu		28.00
			Total for Check Number 33880:	28.00
33881	2104	Zones, Inc.	03/18/2016	
	K02570160101	Beaufrere; Surface Pro balance		466.00
	K02570160101	Aquatics; Surface Pro balance		466.00
	K02570160101	Hendrickson; Surface Pro balance		466.00
	K02570160101	Computer replacements; Surface Pros		2,625.01
	K02570160102	Hendrickson; Surface Pro accessories		267.91
	K02570160102	Beaufrere; Surface Pro accessories		267.92
	K02570160102	Aquatics; Surface Pro accessories		267.92
			Total for Check Number 33881:	4,826.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 3/18/2016:	125,029.82
			Report Total (96 checks):	125,029.82

April 1, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33882 through Check #33941, including ACH payments

In the Amount of $158,416.05

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker Senior Accountant	Mark Lanza City Councilmember
Jeff Wagner Mayor	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
Printed: 3/31/2016 11:46 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0546	Victoria Throm	04/01/2016	
	0546-4	Throm; SCA meeting, mileage		17.78
			Total for this ACH Check for Vendor 0546:	17.78
ACH	1103	Pat Patterson	04/01/2016	
	1103-4	Patterson; NW Festivals conference, mileage		54.97
			Total for this ACH Check for Vendor 1103:	54.97
ACH	2044	Karla Slate	04/01/2016	
	2044-4	Slate; NW Festivals conference, mileage		46.49
			Total for this ACH Check for Vendor 2044:	46.49
ACH	2555	NuCO2 LLC	04/01/2016	
	48231636	Aquatics; CO2 lease		81.53
			Total for this ACH Check for Vendor 2555:	81.53
33882	2033	Aquatic Specialty Services	04/01/2016	
	10506	Aquatics; clean/calibration service, March		179.20
	10507	Aquatics; briquettes		794.95
			Total for Check Number 33882:	974.15
33883	2753	ArchiveSocial	04/01/2016	
	1900	Social media archiving; annual subscription		588.00
			Total for Check Number 33883:	588.00
33884	2462	ArcMate Manufacturing Corporation	04/01/2016	
	INV046217	Maint shop; EZ reachers		118.58
	INV046217	Maint shop; EZ reachers		118.58
	INV046217	Maint shop; EZ reachers, use tax		-12.52
	INV046217	Maint shop; EZ reachers, use tax		-9.39
	INV046217	Maint shop; EZ reachers, use tax		-9.39
	INV046217	Maint shop; EZ reachers		158.10
			Total for Check Number 33884:	363.96
33885	0019	AWC Employee Benefits Trust	04/01/2016	
	100315L0420160	Medical Insurance Premiums, April		457.23
	100315L0420160	Medical Insurance Premiums, April		1,156.42
	100315L0420160	Medical Insurance Premiums, April		9,341.34
	100315L0420160	Medical Insurance Premiums, April		6,906.15
	100315L0420160	Medical Insurance Premiums, April		1,541.89
	100315L0420160	Medical Insurance Premiums, April		2,265.53
	100315L0420160	Medical Insurance Premiums, April		2,357.99
	100315L0420160	Medical Insurance Premiums, April		7,325.55
	100315L0420160	Medical Insurance Premiums, April		2,948.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	100315L0420160	Medical Insurance Premiums, April		2,583.45
	100315L0420160	Medical Insurance Premiums, April		2,387.54
	100315L0420160	Medical Insurance Premiums, April		2,320.00
	100315L0420160	Medical Insurance Premiums, April		6,155.59
	100315L0420160	Medical Insurance Premiums, April		10,491.26
			Total for Check Number 33885:	58,238.47
33886	2368	Best Parking Lot Cleaning Inc.	04/01/2016	
	145528	Maple Valley; street cleaning spill, 3/14		293.22
			Total for Check Number 33886:	293.22
33887	3078	Bike Masters Inc.	04/01/2016	
	3078-4	3 - Bicycle tune ups/parts		461.97
			Total for Check Number 33887:	461.97
33888	2865	Bluebeam Software, Inc.	04/01/2016	
	10096031	Thompson/Lyons/Bykonen; plan review softwar		892.69
	10096031	Thompson/Lyons/Bykonen; plan review softwar		-70.69
	10096031	Thompson/Lyons/Bykonen; plan review softwar		117.29
	10096031	Plan review software maint; 3/29-12/7/16, use ta		-9.29
			Total for Check Number 33888:	930.00
33889	1075	Bowen Scarff Ford Sales, Inc.	04/01/2016	
	362969	#3425; steering column repairs		1,242.02
			Total for Check Number 33889:	1,242.02
33890	2849	Bricks 4 Kidz	04/01/2016	
	1073	Instructor payment; Winter 2016		556.50
			Total for Check Number 33890:	556.50
33891	2829	BSN Sports, Inc.	04/01/2016	
	97722337	Baseball; batting tees		173.68
			Total for Check Number 33891:	173.68
33892	0026	C&B Awards	04/01/2016	
	2717	Soccer; added t-shirt		11.89
			Total for Check Number 33892:	11.89
33893	2981	Kimberly Campbell	04/01/2016	
	2981-4	Daddy Daughter Spring Fling; DJ, MC and musi		275.00
			Total for Check Number 33893:	275.00
33894	2270	CenturyLink	04/01/2016	
	6317966698B-4	City hall; telephone, 3/13-4/13/16		101.98
			Total for Check Number 33894:	101.98
33895	1960	Gregg Christenson	04/01/2016	
	1960-4	Christenson; WABO seminar, parking		32.00
			Total for Check Number 33895:	32.00
33896	0366	City of Covington	04/01/2016	
	B16-0041	Skate park renovation; building permit		2,892.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33896:	2,892.40
33897	0366	City of Covington	04/01/2016	
	0366-4	SWM utility tax; February		1,314.73
			Total for Check Number 33897:	1,314.73
33898	2179	Conservation Technix, Inc.	04/01/2016	
	549	PROS plan update; 2/1-3/9/16		3,389.32
			Total for Check Number 33898:	3,389.32
33899	1952	Covington Copy It...Mail It	04/01/2016	
	6058	GIS center; postage		8.10
			Total for Check Number 33899:	8.10
33900	0537	Covington Water District	04/01/2016	
	104587-4	Crystal view; water, 2/20-3/18/16		33.15
	105731-4	SR 516; water, 2/20-3/18/16		63.40
	107666-4	CCP; water, 1/16-3/18/16		46.50
	108188-4	Skate park; water, 1/16-3/18/16		66.30
	115324-4	Aquatics; water, 1/16-3/18/16		1,976.90
	122505-4	Maint shop; water, 1/16-3/18/16		22.81
	122505-4	Maint shop; water, 1/16-3/18/16		22.82
	122505-4	Maint shop; water, 1/16-3/18/16		30.42
	132669-4	CCP; water, 1/16-3/18/16		66.30
	132670-4	CCP; water, 2/20-3/18/16		113.75
			Total for Check Number 33900:	2,442.35
33901	2468	Jesse Dalton	04/01/2016	
	2468-4	Dalton; 5 year service award		75.00
			Total for Check Number 33901:	75.00
33902	3079	Darlene Drake	04/01/2016	
	8021087	Refund; Covington Days Booth		150.00
			Total for Check Number 33902:	150.00
33903	1996	Facility Maintenance Contractors	04/01/2016	
	160315	Maint shop; janitorial service		88.20
	160315	Maint shop; janitorial service		88.20
	160315	Maint shop; janitorial service		117.60
			Total for Check Number 33903:	294.00
33904	0354	Grainger	04/01/2016	
	9048722665	Aquatics; half mask respirators		106.18
	9056170278	Aquatics; combination cartridges		420.50
			Total for Check Number 33904:	526.68
33905	2936	Great Northwest Martial Arts Academy	04/01/2016	
	2936-4	Instructor payment; January/February		308.78
			Total for Check Number 33905:	308.78
33906	2527	Harkness Construction, LLC	04/01/2016	
	Taylor - 2	Minor housing repair; #TAYL-01-15		3,487.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33906:	3,487.50
33907	1722	Honey Bucket	04/01/2016	
	2-1586683	CCP; portable toilet service, 3/11-4/7/16		255.00
			Total for Check Number 33907:	255.00
33908	3038	IBS, Inc.	04/01/2016	
	611282-1	Maint shop; silicone spray, penetrating gel, lubri		12.62
	611282-1	Maint shop; silicone spray, penetrating gel, lubri		12.62
	611282-1	Maint shop; silicone spray, penetrating gel, lubri		16.83
	611710-1	Maint shop; crimp & seal rings, connectors		18.71
	611710-1	Maint shop; crimp & seal rings, connectors		24.94
	611710-1	Maint shop; re-threading tool		31.42
	611710-1	Maint shop; re-threading tool		23.56
	611710-1	Maint shop; re-threading tool		23.56
	611710-1	Maint shop; crimp & seal rings, connectors		18.71
			Total for Check Number 33908:	182.97
33909	1342	Integra Telecom	04/01/2016	
	13718952	City hall; telephone, 3/8-4/7/16		736.69
	13718952	Maint shop; telephone, 3/8-4/7/16		136.16
	13718952	Maint shop; telephone, 3/8-4/7/16		181.54
	13718952	Maint shop; telephone, 3/8-4/7/16		136.16
	13718952	Aquatics; telephone, 3/8-4/7/16		90.28
			Total for Check Number 33909:	1,280.83
33910	2235	Integrity Structural Engineering, PLLC	04/01/2016	
	1600201	SE 256th Culvert; bridge consulting, 3/17-3/24/1		2,860.00
			Total for Check Number 33910:	2,860.00
33911	3077	Brittany Johnson	04/01/2016	
	3077-4	Refund; Safe at Home class canceled		30.00
			Total for Check Number 33911:	30.00
33912	0271	Kent Youth & Family Services	04/01/2016	
	0271-4Qtr15	Human services; Early Childhood Education, 4th		1,250.00
			Total for Check Number 33912:	1,250.00
33913	0143	King County Finance	04/01/2016	
	73687-73687	Street services; February		4,738.09
	73735-73736	Street services; February		921.24
	73760-73760	CIP 1028; engineering, February		4,113.99
			Total for Check Number 33913:	9,773.32
33914	0686	Kiwanis Club of Covington	04/01/2016	
	8020913	Refund; community room damage deposit, 3/29/		250.00
			Total for Check Number 33914:	250.00
33915	1405	Lakeside Industries	04/01/2016	
	12044563MB	EZ street asphalt		209.51
			Total for Check Number 33915:	209.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33916	2490	Law Office of Theresa and Phillip Griffin	04/01/2016	
	2490-4	Public defender; court video, December/January		2,350.00
			Total for Check Number 33916:	2,350.00
33917	1431	Valerie Lyon	04/01/2016	
	1431-4	Lyon; 10 year service award		100.00
			Total for Check Number 33917:	100.00
33918	1878	MacLeod Reckord	04/01/2016	
	7301	CCP Phs 2; wetland mitigation, 2/1-2/29/16		471.25
	7302	CCP Phs 2; engineering, 2/1-2/29/16		14,145.00
			Total for Check Number 33918:	14,616.25
33919	0797	Maple Valley Signs	04/01/2016	
	9796	Police magnet signs		97.74
			Total for Check Number 33919:	97.74
33920	2550	Motorplex Pro-Tow	04/01/2016	
	75453	#2883; repairs		441.09
	75473	#3416; lube/oil/differential/transfer case service		612.59
			Total for Check Number 33920:	1,053.68
33921	2010	Multicare Health System	04/01/2016	
	2010-4	Instructor payment; Power Cooking		1,176.00
			Total for Check Number 33921:	1,176.00
33922	2483	NovotX, LLC	04/01/2016	
	1253	Elements XS Annual Maintenance; through 4/1/1		1,500.00
	1253	Elements XS Annual Maintenance; through 4/1/1		1,500.00
			Total for Check Number 33922:	3,000.00
33923	2796	NW Envirotech, LLC	04/01/2016	
	14115	Asphalt		1,616.19
			Total for Check Number 33923:	1,616.19
33924	0004	Office Depot	04/01/2016	
	828635885001	Office supplies		92.99
	828636287001	Shredder bags		29.18
	828651378001	Envelopes		74.64
			Total for Check Number 33924:	196.81
33925	0818	Pacific Office Automation	04/01/2016	
	49512973	Copier lease; 3/15-4/14/16		122.47
			Total for Check Number 33925:	122.47
33926	2635	Pacific Plants, Inc.	04/01/2016	
	77305	CCP; plants for wetlands		836.22
			Total for Check Number 33926:	836.22
33927	0164	Pitney Bowes	04/01/2016	
	2004515-MR16	Postage meter lease; 12/30/15-3/30/16		716.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33927:	716.76
33928	3018	Platt	04/01/2016	
	J016410	Maint shop; plumbing supplies		62.02
	J016410	Maint shop; plumbing supplies		62.02
	J016410	Maint shop; plumbing supplies		82.70
			Total for Check Number 33928:	206.74
33929	3080	Prince Telecom	04/01/2016	
	19277	Police; cable for tv access		162.90
			Total for Check Number 33929:	162.90
33930	0161	Puget Sound Energy	04/01/2016	
	200003986730-4	Streets; electricity, 2/3-3/3/16		76.48
	200003987282-4	Streets; electricity, 2/4-3/4/16		61.65
	200003987464-4	Streets; electricity, 2/4-3/4/16		11.78
	200004045635-4	Streets; electricity, 2/3-3/3/16		85.37
	200004045866-4	Streets; electricity, 2/4-3/4/16		70.01
	200022909309-4	Streets; electricity, 2/3-3/3/16		86.43
	200022909689-4	Skate park; electricity, 2/4-3/4/16		13.65
	300000001770-4	Streets; electricity, 2/3-3/3/16		10.84
	300000001770-4	City tree; electricity, 2/3-3/3/16		10.84
	300000001788-4	Streets; electricity, 2/2-3/2/16		87.25
	300000001788-4	Streets; electricity, 2/2-3/2/16		8,597.46
	300000001804-4	Streets; electricity, 2/1-3/1/16		60.65
	300000001804-4	Streets; electricity, 2/3-3/3/16		44.71
	300000007774-4	Aquatics; natural gas, 2/1-3/1/16		2,537.37
	300000007774-4	Aquatics; electricity, 2/1-3/1/16		2,340.30
	300000007934-4	City hall; natural gas, 2/3-3/3/16		114.07
	300000007934-4	City hall; electricity, 2/3-3/3/16		1,731.43
	300000011266-4	SR 516; electricity, 2/3-3/3/16		218.36
	300000011266-4	Crystal view; electricity, 2/3-3/3/16		10.84
			Total for Check Number 33930:	16,169.49
33931	3082	Rainier Connect	04/01/2016	
	5000174-4	Business web hosting; 11/27/15-3/31/16		34.18
			Total for Check Number 33931:	34.18
33932	3081	RV Rentals Seattle Inc.	04/01/2016	
	603596970001	Refund; business license overcharged		60.00
			Total for Check Number 33932:	60.00
33933	2474	SCORE	04/01/2016	
	1809	Jail costs; February		12,180.00
			Total for Check Number 33933:	12,180.00
33934	1232	Seattle Marine & Fishing	04/01/2016	
	1231652	Aquatics; line		95.79
			Total for Check Number 33934:	95.79
33935	1905	Sharp Electronics Corporation	04/01/2016	
	C851943-701	Reception copier; usage, 2/16-3/15/16		15.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33935:	15.54
33936	1850	Sherwin-Williams Co.	04/01/2016	
	4618-4	City hall; paint supplies		66.39
	4643-4	City hall; paint supplies		57.09
	6713-5	CCP; field paint		1,395.80
			Total for Check Number 33936:	1,519.28
33937	3012	Smarsh Inc.	04/01/2016	
	INV00142855	Mobile text archiving; 2/1-2/29/16		49.50
			Total for Check Number 33937:	49.50
33938	1158	Sprint Rothhammer Intl, Inc.	04/01/2016	
	135730A	Aquatics; resale items, goggles, caps, nose clips		723.31
			Total for Check Number 33938:	723.31
33939	0281	Standard Insurance Company	04/01/2016	
	006355510001-4	Life Insurance Premiums, April		44.92
	006355510001-4	Life Insurance Premiums, April		117.10
	006355510001-4	Life Insurance Premiums, April		175.90
	006355510001-4	Life Insurance Premiums, April		394.46
	006355510001-4	Life Insurance Premiums, April		117.79
	006355510001-4	Life Insurance Premiums, April		287.65
	006355510001-4	Life Insurance Premiums, April		176.86
	006355510001-4	Life Insurance Premiums, April		519.56
	006355510001-4	Life Insurance Premiums, April		331.25
	006355510001-4	Life Insurance Premiums, April		562.45
	006355510001-4	Life Insurance Premiums, April		183.81
	006355510001-4	Life Insurance Premiums, April		99.19
	006355510001-4	Life Insurance Premiums, April		7.91
	006355510001-4	Life Insurance Premiums, April		587.94
	006355510001-4	Life Insurance Premiums, April		364.31
			Total for Check Number 33939:	3,971.10
33940	2103	US Bancorp Equip Finance Inc.	04/01/2016	
	300410081	Workroom copier lease, April		639.10
	300767225	Reception copier lease, April		93.40
	300923794	Police copier lease, April		93.40
			Total for Check Number 33940:	825.90
33941	2230	Wilbur-Ellis Company	04/01/2016	
	9696578RI	Casoron		1,096.10
			Total for Check Number 33941:	1,096.10
			Total for 4/1/2016:	158,416.05
			Report Total (64 checks):	158,416.05

April 6, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Electronic Funds Transfer

In the Amount of $42,273.81

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against the City of Covington, Washington, County of King, and that we are authorized to authenticate and certify said claims per the attached register.

Cassandra Parker Senior Accountant	Mark Lanza City Councilmember
Jeff Wagner Mayor	Marlla Mhoon City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
Printed: 4/6/2016 10:34 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0706	Covington Retail Associates	04/06/2016	
	4775	1st floor; building lease, April		27,018.92
	4775	1st floor; operating expenses, April		10,401.29
	4776	2nd floor; operating expenses, April		1,406.68
	4776	2nd floor; building lease, April		3,446.92
			Total for this ACH Check for Vendor 0706:	42,273.81
			Total for 4/6/2016:	42,273.81
			Report Total (1 checks):	42,273.81

March 25, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/25/16 consisting of:

PAYLOCITY CHECK # 1005041045 through PAYLOCITY CHECK # 1005041061 inclusive, plus employee direct deposits

IN THE AMOUNT OF $181,952.51

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL APPROVAL REPORT.

Cassandra Parker Senior Accountant	Mark Lanza City Councilmember
Jeff Wagner Mayor	Marlla Mhoon City Councilmember

Council Meeting Date Approved: _____

03/25/16 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
111988	Regular	3/25/2016	503	Bolli, Regan H	4,922.76
111989	Regular	3/25/2016	246	Kirshenbaum, Kathleen	508.27
111990	Regular	3/25/2016	243	Lyon, Valerie	1,509.36
111991	Regular	3/25/2016	234	Mhoon, Darren S	1,492.31
111992	Regular	3/25/2016	162	Michaud, Joan M	2,221.79
111993	Regular	3/25/2016	123	Scott, Sharon G	2,579.56
111994	Regular	3/25/2016	313	Slate, Karla J	2,545.74
111995	Regular	3/25/2016	444	Ziolkowski, Diana	88.66
111996	Regular	3/25/2016	275	Hart, Richard	3,183.48
111997	Regular	3/25/2016	368	Mueller, Ann M	1,362.44
111998	Regular	3/25/2016	487	Bykonen, Tyler B	202.06
111999	Regular	3/25/2016	180	Cles, Staci M	1,972.88
112000	Regular	3/25/2016	146	Hagen, Lindsay K	1,642.23
112001	Regular	3/25/2016	235	Hendrickson, Robert	3,857.18
112002	Regular	3/25/2016	105	Parker, Cassandra	2,650.24
112003	Regular	3/25/2016	433	Cimaomo, Joseph T	390.11
112004	Regular	3/25/2016	323	Harto, Margaret	578.24
112005	Regular	3/25/2016	324	Lanza, Mark	382.11
112006	Regular	3/25/2016	326	Mhoon, Marlla	541.85
112007	Regular	3/25/2016	327	Scott, James A	413.57
112008	Regular	3/25/2016	502	Smith, Sean D	580.24
112009	Regular	3/25/2016	329	Wagner, Jeffrey	766.94
112010	Regular	3/25/2016	374	Allen, Joshua C	2,303.91
112011	Regular	3/25/2016	353	Dalton, Jesse J	1,863.20
112012	Regular	3/25/2016	373	Fealy, William J	2,162.82
112013	Regular	3/25/2016	301	Gaudette, John J	3,039.05
112014	Regular	3/25/2016	511	Goranson, Gage W	941.57
112015	Regular	3/25/2016	186	Junkin, Ross D	2,901.85
112016	Regular	3/25/2016	268	Bykonen, Brian D	2,307.89
112017	Regular	3/25/2016	279	Christenson, Gregg R	2,947.97
112018	Regular	3/25/2016	270	Lyons, Salina K	2,370.50
112019	Regular	3/25/2016	269	Meyers, Robert L	3,468.53
112020	Regular	3/25/2016	284	Ogren, Nelson W	2,852.70
112021	Regular	3/25/2016	266	Thompson, Kelly	2,278.03
112022	Regular	3/25/2016	518	Islam, Shahinur	471.67
112023	Regular	3/25/2016	307	Morrissey, Mayson	3,099.26
112024	Regular	3/25/2016	199	Bahl, Rachel A	2,194.40
112025	Regular	3/25/2016	397	Ball, Jaquelyn I	1,372.15
112026	Regular	3/25/2016	451	Conway, Sean	1,620.46
112027	Regular	3/25/2016	428	Feser, Angela M	2,314.87
112028	Regular	3/25/2016	448	Finazzo, Dominic V	1,581.51
112029	Regular	3/25/2016	453	Leung, Rachael M	1,315.35
112030	Regular	3/25/2016	194	Newton, Ethan A	3,363.80
112031	Regular	3/25/2016	195	Patterson, Clifford	2,521.74
112032	Regular	3/25/2016	540	Unruh, Gordon B	1,662.88
112033	Regular	3/25/2016	106	Bates, Shellie L	2,215.20
112034	Regular	3/25/2016	349	Buck, Shawn M	1,846.52
112035	Regular	3/25/2016	273	French, Fred	194.27
112036	Regular	3/25/2016	436	Lindskov, Robert T	3,170.93
112037	Regular	3/25/2016	257	Parrish, Benjamin A	2,099.25
112038	Regular	3/25/2016	173	Vondran, Donald M	3,796.43
112039	Regular	3/25/2016	252	Wesley, Daniel A	2,260.05
112040	Regular	3/25/2016	388	Andrews, Kaitlyn E	501.27
112041	Regular	3/25/2016	434	Bailey, Brooke	107.68
112042	Regular	3/25/2016	481	Binder, Jordan M	185.32

112043	Regular	3/25/2016	534	Blakely, Gavin D	92.41
112044	Regular	3/25/2016	513	Bryant, Colin A	59.89
112045	Regular	3/25/2016	517	Burke, Austin W	174.66
112046	Regular	3/25/2016	514	Collins, Ashtyn E	206.54
112047	Regular	3/25/2016	258	Cox, Melissa	993.84
112048	Regular	3/25/2016	526	Duval-Dreblow, Shailynn R	429.54
112049	Regular	3/25/2016	505	Gormley, Hannah E	225.13
112050	Regular	3/25/2016	508	Halbert, Olivia M	86.63
112051	Regular	3/25/2016	460	Hatch, Christopher	305.33
112052	Regular	3/25/2016	530	Hauck, Liam M	69.30
112053	Regular	3/25/2016	512	Hauer, Colton A	96.85
112054	Regular	3/25/2016	426	Knox, Patrick L	444.71
112055	Regular	3/25/2016	410	Lanz, Avalon A.	241.20
112056	Regular	3/25/2016	539	Losacco, Alessandra G	172.08
112057	Regular	3/25/2016	435	Martin, Iain-Josiah	278.82
112058	Regular	3/25/2016	525	Mastroianni, Anthony J	185.99
112059	Regular	3/25/2016	483	Medel, Erick	863.59
112060	Regular	3/25/2016	340	Middleton, Jordan	250.01
112061	Regular	3/25/2016	516	Montero, Ivan P	188.03
112062	Regular	3/25/2016	445	Portin, Andrew	106.52
112063	Regular	3/25/2016	319	Praggastis, Alexander	28.39
112064	Regular	3/25/2016	387	Praggastis, Elena C	252.13
112065	Regular	3/25/2016	493	Sears, Andrew J	23.09
112066	Regular	3/25/2016	232	Smith, Gaylynn M.	481.55
112067	Regular	3/25/2016	492	Spencer, Ethan R	360.56
112068	Regular	3/25/2016	392	Wardrip, Spencer A	763.40
112069	Regular	3/25/2016	432	Wilton, Sara J	23.79
112070	Regular	3/25/2016	480	Woods, Dylan J	241.38
112071	Regular	3/25/2016	533	Wruth, Hunter T	153.92
112072	Regular	3/25/2016	541	Cox, Christopher S	220.56
112073	Regular	3/25/2016	482	Cruz, Garrett M	123.85
112074	Regular	3/25/2016	467	Lam, Brandon A	128.05
112075	Regular	3/25/2016	468	Lam, Matthew T	100.50
112076	Regular	3/25/2016	495	Tashiro-Townley, Joshua C	144.62
112077	Regular	3/25/2016	116	Beaufrere, Noreen	2,990.41
112078	Regular	3/25/2016	137	Throm, Victoria J	2,031.14
1005041045	Regular	3/25/2016	364	Newell, Nancy J	113.59
1005041046	Regular	3/25/2016	545	Hoggan, Rebekah L	83.11
1005041047	Regular	3/25/2016	527	Ainsworth, Nicholas D	345.88
1005041048	Regular	3/25/2016	509	Brannon, David J	287.09
1005041049	Regular	3/25/2016	274	Goldfoos, Rhyan	170.30
1005041050	Regular	3/25/2016	553	Hall, Michael J	20.21
1005041051	Regular	3/25/2016	489	Wold, Jared K	139.98
1005041052	Regular	3/25/2016	551	Bellmore, Alexander J	106.77
1005041053	Regular	3/25/2016	470	Cekarmis, Dusan	138.08
1005041054	Regular	3/25/2016	544	Dhaliwal, Dilraj	84.37
1005041055	Regular	3/25/2016	536	Harjehausen, Jack	57.85
1005041056	Regular	3/25/2016	519	Lopez, Joseph C	57.85
1005041057	Regular	3/25/2016	547	Miskar, Isaac O	38.56
1005041058	Regular	3/25/2016	462	Rogers, Trask	44.68
1005041059	Regular	3/25/2016	474	Shank, Elijah J	62.67
1005041060	Regular	3/25/2016	554	Underwood, Brady M	48.20
Totals for Payroll Checks		**107 Items**			**117,062.65**

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
112079	AGENCY	3/25/2016	401SS	ICMA Retirement Trust	18,605.60
112080	AGENCY	3/25/2016	457Ex	Vantagepoint Transfer Agent-457	375.80
112081	AGENCY	3/25/2016	CICOV	City of Covington	2,955.54
112082	AGENCY	3/25/2016	Emp	City of Covington Employee	106.00

112083 AGENCY	3/25/2016	IC401	ICMA Retirement Trust	16,125.18
112084 AGENCY	3/25/2016	IC457	ICMA Retirement Trust	2,071.18
112085 AGENCY	3/25/2016	ROTH	ICMA Retirement Trust	150.00
112086 AGENCY	3/25/2016	VEBA	HRA VEBA Trust Contributions	1,785.00
1005041061 AGENCY	3/25/2016	JG1	WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	**9 Items**			**42,284.71**

Tax Liabilities	21,922.58
Paylocity Fees	682.57
Grand Total	**$ 181,952.51**

Consent Agenda Item C-2

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND THE NATIONAL JOINT POWERS ALLIANCE FOR COOPERATIVE PURCHASING

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Joint Exercise of Powers Agreement (Interlocal Agreement)
2. About NJPA Brochure

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
National Joint Powers Alliance (NJPA) is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits.

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. NJPA has the legislative authority to establish contracts for government and education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members. Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process. The city may become a member of NJPA by utilizing our state's interlocal agreement act and executing the attached Joint Exercise of Powers Agreement (Attachment 1) with NJPA.

The potential benefit to the City of Covington is both a savings of time and money through a streamlined procurement process that aggregates demand to get lower prices.

The current Gerry Crick Skate Park renovation project would benefit from this agreement with a 7% NJPA discount and free freight. This savings is estimated at a value of $14,823 and allows for the current skate park design.

ALTERNATIVES:
Not to enter into an agreement with the NJPA. This would result in a scaled-down design for the skate park renovation.

FISCAL IMPACT:
There are no costs associated with entering into this agreement with the NJPA. Purchasing decisions under this agreement will follow city and state purchasing policies. In the case of the skate park renovation project, the savings are invested into the project to provide a more robust skate park design.

CITY COUNCIL ACTION: ____Ordinance ____Resolution __X__Motion ____Other

> **Council member _____ moves, Council member _____ seconds, to authorize the City Manager to enter into an Interlocal Agreement (ILA) between the City of Covington and the National Joint Powers Alliance in substantial form as that presented, for the purpose of cooperative purchasing.**

REVIEWED BY: City Manager, City Attorney, Finance Director

NATIONAL JOINT POWERS ALLIANCE
JOINT POWERS AGREEMENT

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and _____ (hereinafter referred to as "Governmental Unit").

Recitals

WHEREAS, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21; and

WHEREAS, under Minnesota Statute §471.59, NJPA is permitted to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

WHEREAS, Governmental Unit asserts it is authorized by its Statutes to utilize contracts competitively solicited by another governmental unit; and

WHEREAS, Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors;

NOW THEREFORE, NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for commodities and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be deemed a non-voting Participating Member.

2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services hereinafter referred to as "goods and services" for its eligible users.

3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation.

4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase commodities or services from NJPA's contracts, the Governmental Unit must issue a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA's contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of NJPA's contract. The Governmental Unit will not use the goods available under NJPA's contracts for purposes of resale.

8. Pursuant to Minn. Stat. §471.59, subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA's procurements, contracts or agreements or the payment of any membership fee to NJPA.

10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body, if required by law.

11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, MN Statute Sec. 471.345.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:	**National Joint Powers Alliance®**
By _____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Its _____	_____
TITLE	TITLE
_____	_____
DATE	DATE

JOINT EXERCISE OF POWERS
AGREEMENT

National Joint Powers Alliance®

ORGANIZATION INFORMATION **(** Required Fields)**

Reference:
Minnesota Joint Exercise of Powers
M.S. 471.59

Applicant Name: ** _____

Address: ** _____

City, State, Zip ** _____

Federal ID Number: _____

Contact Person: ** _____

Title: ** _____

E-mail: ** _____

Phone: _____

Website: _____

Participating Agency
Joint Exercise of Powers Authority
granted under State Statute

_____

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
- ☐ Government or Municipality (please specify: _____)
- ☐ Higher Education
- ☐ Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- ☐ Advertisement _____
- ☐ Current NJPA Member _____
- ☐ Vendor Representative _____
- ☐ Trade Show _____
- ☐ NJPA Website _____
- ☐ Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®

202 12TH Street NE

Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org

NJPA
National Joint Powers Alliance®

ATTACHMENT 2

ABOUT US

Contract Purchasing

Working cooperatively...

TOGETHER

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING

Chad Coauette
Executive Director/CEO
chad.coauette@NJPAcoop.org
218-894-5463

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively solicited equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate the solicitation and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at NJPAcoop.org.

National Joint Powers Alliance® (NJPA) is established as a public agency serving our member agencies across the United States and Canada as a municipal contracting agency. NJPA operates under the enabling authority of Minnesota Statute 123A.21. This statute was created in 1976 to serve education entities and revised in 1995 to allow cities, counties, local governments and non-profits to benefit from the use of service cooperatives.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" Law, which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies. In general, the Joint Powers Law allows two units of government and/or education to work together or allows one government to carry out a function on behalf of another government. This includes the ability of agencies to enter into cooperative purchasing agreements. We are a public agency serving our members from government, K12, higher education, and all non-profit agencies throughout the United States and Canada.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

We look forward to being a part of serving your agency needs through our contract solutions.

NJPA
National Joint Powers Alliance®

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SERVICE IS OUR FOUNDATION

At NJPA, we are driven to provide efficient public service through our national contract purchasing program of world class vendors. The common needs of our members and our desire to effectively serve your agency will lead our commitment and overall efforts as together we face the budget and purchasing challenges in the future.

Mike Hajek
Director of Business Development
mike.hajek@NJPAcoop.org
218-894-5477

OUR PURPOSE: The general purpose of NJPA is to serve our member agencies by facilitating a national municipal contracting alliance. Our goal is to provide our members with requested programs and services that are created, coordinated and delivered through a cooperative effort between NJPA and our member agencies. **NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers.** Appropriate levels of membership are offered to government, education and all non-profit agencies nationwide and in Canada. Member agencies are responsible for interpreting their own purchasing laws and recognizing NJPA as having satisfied their own competitive solicitation and contracting requirements.

OUR MEMBER COMMITMENT: NJPA is committed to serving you, our member agency, through a continuous effort to meet your present and future needs. Our goals are highlighted by our desire to provide valued national contract purchasing solutions. We will strive to identify and meet your needs in a measurable, cost-effective manner. We will research the industry with regard to our members' common needs, and as a result deliver to you the opportunity to purchase the very best products, equipment and services through nationally leveraged contracts offering our members the lowest possible contract price. We are only able to do this as we work together to develop business and member agency relationships, creating a unified purchasing alliance.

We look forward to working closely with you and your agency, listening to your needs and interests and responding by providing valued national and international contract solutions.

NJPA is nationally endorsed by: AASA THE SCHOOL SUPERINTENDENTS ASSOCIATION aasa.org GOVERNMENT FLEET government-fleet.com

ENABLING LEGISLATION

JOINT POWERS AUTHORITY

NJPA members may be authorized to use NJPA contracts through joint exercise of powers laws, interlocal cooperation or cooperative purchasing laws. Interpretation of these laws varies from individual to individual and from agency to agency and is the responsibility of the member. NJPA invites, evaluates and awards nationally leveraged, competitively solicited and cooperatively shared procurement contracts for our current and potential membership nationwide.

SERVICE IS OUR STANDARD

As a unit of government, NJPA exists for the singular purpose of providing valued services to our member agencies. We engage our membership throughout our procurement process in an effort to stay in tune to their individual needs and interests. Members are encouraged to give us input and express their views on everything we do on their behalf. This includes which products and equipment to solicit for, the process we use, how to evaluate, and finally, how our members judge the value of our contracts. We are driven to provide efficient public service through our national cooperative purchasing programs. Our common needs and the desire to serve your agencies will lead our efforts as we face the challenges of the procurement, business and industry communities both now and in the future.

MEMBERSHIP WITH NJPA

Membership in NJPA is at no-cost, no-obligation or liability to "Participating Members" and can be established in the following ways:

- Online at: njpacoop.org/join/application
- Through hard copy participation membership application
- Through "Joint Exercise of Powers" or "Interlocal" agreements

OUR FOUNDATION

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our "Service Cooperative" (SC) was created. Previously known as the North Central Service Cooperative (NCSC), we are now doing business as the National Joint Powers Alliance® (NJPA). Amendments to this legislation in 1995 expanded our potential participating membership to include any unit of government, education or non-profit agency.

- **M.S. 123A.21 Subd. 2**
  The purpose of a service cooperative is to "assist in meeting specific needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves."

- **M.S. 123A.21 Subd. 3: Membership and Participation**
  Full membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59. Participating members, in contrast, are non-voting members whom retain full right and title to cooperative purchasing contracts created by NJPA. Participating members have no cost, obligation or liability to the organizational liabilities of NJPA.

- **M.S. 123A.21 Subd. 7 (23)**
  This section identifies the specific directive for our service cooperative to provide "cooperative purchasing services" to our members.

- **M.S. 123A.21 Subd. 9 (d,e)**
  Funding and benefit "(d) the SC is a **public corporation and agency** and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the members."

  Organization by definition and limitations "(e) The SC is a **public corporation and agency** and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity."

STATE OF MINNESOTA ENABLING LEGISLATION

The following summary is an explanation of the enabling legislation referenced by NJPA. The plain language of the statutes, from our perspective, gives NJPA very clear authority to serve current and future members through cooperative efforts.

NJPA COOPERATIVE PURCHASING LEGISLATION

- **Minnesota Statute 471.345: Uniform Municipal Contracting Law (UMCL)**
  NJPA as a political subdivision of the State of Minnesota, adheres to the competitive solicitation requirements of the UMCL.

- **M.S. 471.345 Subd. 1: Municipality Defined**
  "For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts."

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
  A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive solicitation requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive solicitations or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Subd. 1 defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of their own governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
  "Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, independent nonprofit firefighting corporation, other political subdivision of this or another state, another state, federally recognized Indian tribe, the University of Minnesota, the Minnesota Historical Society, nonprofit hospitals licensed under sections 144.50 to 144.56, rehabilitation facilities and extended employment providers that are certified by the commissioner of employment and economic development, day training and habilitation services licensed under sections 245B.01 to 245B.08, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy-making and appropriating authority."

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
  "Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself."

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public corporation or agency that was statutorily created to provide services, such as cooperative purchasing for government and education agencies. NJPA serves member agencies under the legislative authority established by Minnesota Statute 123A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. NJPA employees have the same employment status as employees of NJPA government and education member agencies.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other areas of serving members, NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Eligible members include any unit of government, education (K-12 and higher ed) or non-profit agencies nationwide and Canada.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of publicly elected governing officials; including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for member use of NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. Vendors realize substantial efficiencies through their ability to respond to one NJPA solicitation and Request for Proposal (RFP) that will potentially earn thousands of sales opportunities. From these efficiencies, vendors pay an administrative fee to NJPA calculated as a percentage of sales processed through the competitively solicited procurement contracts awarded and held by the vendor. This administrative fee is not an added cost to the member. This administrative fee covers the costs of contract marketing and facilitation and it offsets operating expenses incurred by NJPA. This fee may also be used for other purposes as allowed by Minnesota statute. NJPA does not receive state or federal aid or membership fees. With respect to cooperative contract purchasing, NJPA is a self-funded governmental unit. NJPA also shares these fees with certain other NJPA members, partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts. Administrative fees paid to NJPA are not an additional cost to NJPA members.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. A membership can be initiated by: • Online membership application: NJPAcoop.org/join/application • Paper-based membership application • "Joint Exercise of Powers" or "Interlocal" agreement. Participating members are non-voting members of NJPA that are able to enter into Joint Powers Agreements. Non-profit organizations, non-public schools and other similar entities may join NJPA through an associate membership. Full voting memberships are limited to units of government or education located within the five county region of Minnesota which NJPA was originally created to serve.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has multiple member advisory committees that specialize in various membership verticals. These verticals include our general membership represented by procurement professionals from our government and education agencies and others, such as fleet departments, food service departments, park and recreation departments and public utility departments.

FREQUENTLY ASKED QUESTIONS

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, non-profit agencies may also participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Generally, joint powers and/or cooperative purchasing laws create the authority for members to work together with NJPA and accept NJPA procurement laws. These laws are a part of state law; however, they are written slightly differently in respective states. NJPA membership forms are designed to help establish an appropriate agreement to comply with the joint powers laws of our qualifying agencies.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A. • The competitive solicitation and contract process is completed and satisfied on behalf of your agency. • National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing. • Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors. • Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies. • NJPA contract solutions offer choice with the ability to continue to perform your own competitive solicitation process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our members' process. In creating a contract pathway through a unified and commonly embraced contracting process, NJPA contracts are accepted by the highest level of government and education agencies across the country. NJPA increases our members' comfort by conducting complete financial audits of our organization annually through an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA membership and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our member agencies.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. Yes, in most states and local jurisdictions, though it is the responsibility of individual members to make the determination. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee and recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing and contracting rules, guidelines and regulations applicable to NJPA. Each solicitation is issued on behalf of NJPA and current and potential NJPA members nationwide. Each RFP advises all responders that NJPA most desires and invites a vendor whom can sell and service participating member agencies in all fifty states and, optionally, provinces and territories of Canada. All RFP respondents understand that these contracts will be under consideration for use by government, education and non-profit member agencies throughout the United States.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Related contract and competitive solicited process documentation is available on the NJPA website under each individual vendors' page or by request. Once on a vendor page, there is a tab titled "Contract Documentation" where these documents can be reviewed. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, most pricing is not located on the website and is available upon request in compliance with MN Data Practices. Procurement files are also available upon request.

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a comprehensive 12-step process (described in full on pages 9 -10) that includes: 1) Identify members' needs, 2) Research solutions available in the marketplace, 3) Request permission from the NJPA Board of Directors, 4) Draft a solicitation, public advertisement and notice, 5) Conduct a pre-proposal conference followed by receipt of responses, 6) Evaluate proposers' responses, 7) Review evaluation results, 8) Provide recommendations to the NJPA Board, 9) Award vendor(s), 10) Post approved contract documents, 11) Develop and implement a joint marketing plan with awarded vendor(s), and 12) Review and maintain our contract throughout its term.

FREQUENTLY ASKED QUESTIONS

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. NJPA contracts establish a business to government style transaction flow. Members are encouraged to begin communications with their local dealer/representative of our contract holder, as they are the experts in helping members determine their specific needs and thereby defining the best solution for equipment, products and services needed. Members communicate with the vendors through contract proposals that include pricing. Members may contact NJPA to verify the awarded contract pricing and confirm contract terms and conditions. To execute a purchase, a member should issue a purchase order according to their normal organizational parameters. In addition, the member should include identifying language on the face of that purchase order such as: "This purchase order is issued pursuant to NJPA Contract #XXXXXX-AAA" which will notify the local dealer/representative of the desire and intent to use the NJPA contract that includes its pricing, terms and conditions.

Q. CAN MY AGENCY ADD ADDITIONAL TERMS & CONDITIONS TO MEET MY LOCAL REQUIREMENTS?

A. Members have the ability to propose new or additional terms and conditions. By reviewing your procurement documentation and local requirements you may find that there are specific requirements by your agency that are not included in the NJPA terms and conditions. The terms and conditions of the NJPA contract cannot be changed, but custom or additional terms and conditions are acceptable between the customer and vendor at the purchase order level.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA cooperative procurement contracts do not guarantee sales. Each vendor must earn each individual sale they propose. Excellent products/equipment and customer service yields excellent customer satisfaction and assurance. As a result, NJPA cooperative procurement contracts are based on the quality and performance of the equipment/products and support of the on-going customer services. Our members issue their most important and final vote with their purchase orders. We find that our vendors exceed our members' expectations due to the quality of vendors we have under contract and how each vendor sees the value of the contract for their company.

Q. WHO DOES NJPA AWARD CONTRACTS TO?

A. NJPA prefers to award contracts at the manufacturer level when possible. Contract awards to manufacturers are made on behalf of that manufacturer's dealer network through the established relationship between manufacturer and authorized dealers. Likewise, contract awards made to a re-seller are made on behalf of the re-seller's manufacturers, again through the established relationship between the re-seller and their manufacturers. In many cases, some products or equipment are only available through re-sellers. Whichever is the case, NJPA members have a single source of responsibility in the awarded contractor and that awarded contractor takes responsibility for all third party sub-contractors used in the acquiring and delivering of products and services to be delivered. As a result of the contracting reputation NJPA has earned, NJPA is able to award contracts to quality vendors that members can trust.

Q. HOW DO MY REGULAR SUPPLIERS BECOME AUTHORIZED SUPPLIERS FOR NJPA?

A. Ask the supplier to watch for solicitations being posted. NJPA solicitations are posted in the *USA Today* (usatodayclassifieds.com), at least once in Oregon and Utah in the *Daily Journal of Commerce* (djcoregon.com) and the *Salt Lake News* (naclegal@mediaoneutah.com), respectively; on the NJPA website (NJPAcoop.org); distributed to other third party procurement websites such as BidSync (bidsync.com), Onvia (onvia.com), MERX (merx.com), and Biddingo (biddingo.com); and distributed to the procurement offices at the state level in each state for re-publication in their jurisdictions at their discretion. Suppliers who respond to NJPA RFPs in a sufficient manner are awarded a contract according to the terms and conditions contained therein.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Contact us at njpacoop.org | 888-894-1930 or contact any of our vendors listed in our Contract Directory.

Q. HOW CAN WE BECOME A NJPA VENDOR?

A. All current NJPA vendors became awarded vendors by responding to a NJPA nationally advertised solicitation in their respective categories. To learn more visit our website at NJPAcoop.org/how-to-become-a-vendor.

OUR 12-STEP PROCUREMENT PROCESS

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) IDENTIFY MEMBERS' NEEDS

NJPA pursues member participation and conducts research through our member advisory committees, which are represented by various verticals, at numerous national trade shows, and through daily member interaction.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKETPLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document, its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- In print: *Salt Lake News* (Utah), *USA Today* (National)
- In print and online: *Daily Journal of Commerce* within the State of Oregon
- In print and online: *The State* within the State of South Carolina
- On the NJPA website
- On e-commerce sites: BidSync, Biddingo, MERX, Onvia, PublicPurchase
- We notify the state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and if such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are opened by a Contracts & Compliance department employee at the time, date and place specified in the RFP.

6) EVALUATE PROPOSERS' RESPONSES

Evaluation begins at the proposal opening by determining the *responsiveness* of each proposal. Level One Responsiveness includes: • Timely submission • Properly organized • Electronic as well as physical copies as required • Original signatures on appropriate documents • Level Two Responsiveness is the evaluation of the proposal response according to the evaluation criteria provided in the RFP and documented on the "Proposal Evaluation" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a proposal. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite proposers to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

Evaluating proposers' responses, continued:

The perceived procurement value of a proposal to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conformance to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA Members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposers who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces.

The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) REVIEW EVALUATION RESULTS

Recommendations of the Proposal Evaluation Committee are reviewed by NJPA's Contract Council. Final recommendations are then approved for consideration by the NJPA Board of Directors.

8) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

Recommendations of the Contract Council are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

9) AWARD VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal at the discretion of NJPA. The Contracts & Compliance Department emails Notices of Award and Non-Award to vendors.

10) POST APPROVED CONTRACT DOCUMENTS

A complete procurement file is maintained by NJPA, and contract documentation is posted on our website for review by our members.

11) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR(S)

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams. NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions; exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows.

12) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option at NJPA's discretion. NJPA does not eliminate member responsibility for following the solicitation process; rather, we provide a nationally pre-competed option to avoid duplicating the formal solicitation process.

HOW TO JOIN

Joining NJPA gives you another choice in purchasing by allowing you the opportunity to access competitively awarded, nationally leveraged cooperative purchasing contracts for life!

WHY JOIN NJPA: The benefits of NJPA include:

- NJPA is a government entity
- Contracts competitively solicited on your behalf
- Formal contracting process satisfied – avoids duplication
- Reduced vendor protests
- NJPA publicly elected board awards contracts
- NJPA staff are public employees
- Function as our own lead agency
- No-cost, liability or obligation membership
- Life cycle cost efficiencies
- Nationally leveraged volume pricing
- Saves time and money
- Eliminates low-bid, low-quality issues
- Choice of high quality equipment/products/services: nearly 200 national world-class vendors and 500+ construction related contracts

APPLY TO JOIN: We ask you join in the fashion that meets your agency's legal or policy requirements. Go to NJPAcoop.org/join to complete the online or paper application.

- **NJPA Online Application:** Nearly 90% of NJPA members join utilizing the online application. Within 24 hours you will receive your NJPA Member ID # electronically. You will also receive an NJPA membership packet by mail within 7-10 business days.

If your agency/organization requires executed signatures, please utilize one of the paper agreement options below:

- **Participating Member Agreement:** A hard copy version of our Membership application providing authorized signatures lines for your agency and NJPA.
- **"Joint Exercise of Powers" or "Interlocal" Agreement:** A hard copy Joint Powers Agreement utilized only by government agencies when required.
- **Associate Member Agreement:** A hard copy version of our Membership application for non-profit entities that require authorized signatures.

HOW TO PURCHASE: NJPA's solution-based solicitation process gives you access to our awarded vendors' full line of products and services. Ordering products and services…is as easy as **1**…**2**…**3**!

1. Establish membership with NJPA at no cost, obligation or liability
2. Browse through the NJPA Contract Directories to see NJPA's extensive list of awarded vendors available to you – or go to NJPAcoop.org/contracts.
3. Contact your vendor of choice directly by utilizing the contact information found in the Contract Directory or on NJPA's website. Inform them of your interest in using the NJPA Contract. They will do the rest!

QUESTIONS: Contact our Member Relations and Communications Specialists:

Duff Erholtz - duff.erholtz@NJPAcoop.org or 218-894-5094
Mike Domin - mike.domin@NJPAcoop.org or 218-895-4148

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NJPA AWARDED CONTRACTS

Competitively Solicited National Cooperative Contract Solutions

8/4/2015

Consent Agenda Item C-3

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: CONSIDER RESOLUTION DECLARING SKATE PARK EQUIPMENT AS SURPLUS PROPERTY

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Proposed Resolution

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:
Staff is seeking council's approval to surplus all of the Gerry Crick Skate Park skating equipment per the city's Capital Asset policy, Section VIII. The approved skate park project proposes replacement of the equipment, which requires removal of the existing equipment. Surplusing the equipment will allow for either possible sale or disposal of the pieces.

The city currently owns the following asset:
- Asset #2540: Skate Park Equipment

ALTERNATIVES:
1. Not declare the equipment surplus and store the equipment.

FISCAL IMPACT:
Any proceeds from sale of the equipment will be applied to the $120,000 renovation project. If a sale is not successful, there will be costs associated with removing and disposing of the equipment.

CITY COUNCIL ACTION: _____Ordinance __X__Resolution _____Motion _____Other

Councilmember _____ moves, Councilmember_____ seconds, to pass a resolution in substantial form as that attached hereto, declaring the Gerry Crick Skate Park equipment, Asset #2540, as surplus property and authorizing any sale funds to be used for the project.

REVIEWED BY: City Manager, City Attorney, Finance Director, Parks & Recreation Director

RESOLUTION NO. 2016-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING SKATE PARK EQUIPMENT AS SURPLUS PROPERTY.

WHEREAS, the City of Covington owns, provides and maintains skate park equipment; and

WHEREAS, the city owns skate park equipment (Asset #2540) that is scheduled for replacement in 2016; and

WHEREAS, the city's Capital Asses Policies require that disposal of capital assets may occur only after being declared surplus by the City Council; now, therefore

BE IT RESOLVED by the City Council of the City of Covington, King County, Washington, as follows:

Section 1. The City Council does hereby declare that the Gerry Crick Skate Park equipment is surplus to the needs of the city, and authorizes disposal of the equipment in the most cost effective manner. The City Council further authorizes the use of any skate park equipment sale funds to purchase and install replacement equipment.

PASSED in open and regular session on this 12th day of April, 2016.

_____
Mayor Jeff Wagner

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM:

_____
Sara Springer, City Attorney

Consent Agenda Item C-4

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO COMPLETE AN APPLICATON FOR FUNDING ASSISTANCE FROM WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) FOR THE SOUTH COVINGTON PARK PROPERTY ACQUISITION PROJECT

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Washington Wildlife and Recreation Program Authorization Resolution
2. Sample Project Agreement

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:
South Covington (SoCo) Park consists of three parcels located on Wax Road directly across from the future Town Center. Successful grant awards from the State of Washington Recreation and Conservation Office (RCO) and King County Conservation Futures Taxes (CFT) is funding most of the first parcel purchase, which is currently in process. Additional awarded CFT funds are available for the purchase of the last two parcels, along with another grant application staff submitted in March for the remainder of the eligible amount. The CFT funding will provide a significant funding match required for this proposed RCO grant application. If successful, this RCO grant will provide the remaining funds needed to pursue the acquisition of the last two parcels.

Staff recommends the council to adopt this resolution authorizing the city manager to apply for a grant from the Washington Wildlife and Recreation Program for the SoCo Park property acquisition project.

ALTERNATIVES:
1. Not adopt the resolution.

FISCAL IMPACT:
Grant funds from both grant sources of RCO and CFT will contribute a majority of the funds required for property acquisition. The city's portion of the project is roughly estimated to be $200,000, if both grants are awarded to the city (without established purchase prices, the city's portion is approximate).

CITY COUNCIL ACTION: ____Ordinance __X_Resolution ____Motion ____Other

Council member _____ moves, Council member _____ seconds, to adopt a resolution authorizing the city manager to apply for WWRP grant funding for the South Covington Park Acquisition project.

REVIEWED BY: City Manager; City Attorney, Finance Director, Parks and Recreation Director

ATTACHMENT 1

Recreation and Conservation Office
Washington Wildlife and Recreation Program (WWRP)
Application Resolution/Authorization

Organization Name: City of Covington Resolution No. 2016-06

Project Name and Number: SoCo Park Acquisition Phase 2

This form authorizes submitting application(s) for grant funding assistance for Washington Wildlife and Recreation Program (WWRP) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of acquisition; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application.

NOW, THEREFORE, BE IS RESOLVED that:

1. The City Manager, Regan Bolli, is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Regan Bolli, City Manager, to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from King County Conservation Futures Taxes grants and City of Covington General Fund and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project, the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office

after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
9. We provided appropriate opportunity for public comment on this application.
10. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

This application authorization was adopted by our organization during the meeting held:

Location: City of Covington City Hall Date: April 12, 2016

Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title Mayor Date April 12, 2016

Washington State Attorney General's Office

Approved as to form Brian Faller March 15, 2016

Assistance Attorney General *Date*

SAMPLE ATTACHMENT 2

Funding Board Project Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the [*Recreation and Conservation Funding Board (RCFB or funding board) and/or the Salmon Recovery Funding Board (SRFB or funding board)*] and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and [*parent organization name if it exists*] [*by and through the*] [*child organization name*] (sponsor), [*Address, City, State, Zip Code*] and shall be binding on the agents and all persons acting by or through the parties. [*The sponsor's Data Universal Numbering System (DUNS) Number is XXXXX.*]

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the [*Account Name*] of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

[*project description*]

D. PERIOD OF PERFORMANCE

The period of performance begins on [*Project Start Date*] (project start date) and ends on [*Project End Date*] (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATION

For [*acquisition, development, renovation and restoration projects*] the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and or facilities and areas [*developed, renovated, or restored*] with funding assistance remain in the public domain in perpetuity.

For maintenance projects, the sponsor's on-going obligations shall be in for a period of useful service life based on improvements made and shall survive the completion/termination of this Agreement, unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restrictions on Conversion) that all facilities and areas maintained with funding assistance remain in the public domain until the facilities reach their useful service life, unless otherwise provided in the Agreement or as approved by the board.

For education, education and enforcement, enhancement, planning, and monitoring projects, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed [*RCO total*]. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount
[***Grant Program-****account - category*]	_____	_____
Sponsor Match	_____	_____
Total Project Cost	100.00%	_____

G. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through the following federal funding source(s):.

Federal Agency: _____

Catalog of Federal Domestic Assistance Number and Name: _____

Federal Award Identification Number: _____ Federal Fiscal Year: _____

Federal Award Date: _____Total Federal Award: _____

Federal Award Project Description:_____

Sponsor's Indirect Cost Rate:_____

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are $750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F – Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE IN SIGNED WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable [*federal accounting rules*], RCW [*REVISED CODE OF WASHINGTON SECTION(S)*], WAC Title [*286 or 420*], and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

[*special conditions*]

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact	**RCFB-SRFB**
Name:	Recreation and Conservation Office
Title:	Natural Resources Building
Address:	PO Box 40917
E-mail Address:	Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This Agreement, for project *[Number*], shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

[*Project Sponsor*]

By: _____ **Date:** _____

Name: (printed) _____

Title: _____

State of Washington, Recreation and Conservation Office
On behalf of the [*Recreation and Conservation Funding Board or Salmon Recovery Funding Board*]

By: _____ **Date:** _____
[*RCO DIRECTOR NAME*]
Director, Recreation and Conservation Office

Pre-approved as to form:

By:_____/s/_____ **Date:** July 20, 2015___
Assistant Attorney General

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: **Project Number:**

Project Title: **Approval Date:**

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement – The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R § 200.23 (2013)).

development project – A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

landowner agreement – An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation – A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The time during which the sponsor may incur new obligations to carry out the work authorized under this this Agreement (2 C.F.R. § 200.77 (2013)).

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO – **Recreation and Conservation Office** - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

RCW – Revised Code of Washington

RTP - **Recreational Trails Program** – A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one – the primary sponsor – may be the fiscal agent.

sponsor or primary sponsor – The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200. 93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of

such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of

methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

A. Nondiscrimination Laws. The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

B. Wages and Job Safety. The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state

prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.

C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04.

Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.

B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.

C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.

D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:

1. All approved or required activities outlined in the Agreement are done;

2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed; and
8. Fiscal transactions are complete.
9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.

E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

C. **Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

A. **RCFB Projects.** See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

B. **Income.**

1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.

2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

   a. Value of any service(s) furnished;
   b. Value of any opportunities furnished; and
   c. Prevailing range of public fees in the state for the activity involved.

   d. Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

C. **Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:

1. The sponsor's matching resources;

2. The project's total cost;

3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or

5. Capital expenses for similar acquisition and/or development and renovation.

D. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and
4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.

B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.

C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs. The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:

1. The fund source;
2. The percentage of the total costs of the project that is financed with federal money;
3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.

B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for

construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.

C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

> "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.

D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
   a. No hazardous substances were found on the site, or
   b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board’s conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
2. In a reasonably safe condition for the project's intended use.
3. Throughout its estimated useful service life so as to prevent undue deterioration.
4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. Open to the public. Facilities open and accessible to the general public must:

1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.

B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.

C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27: PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part

401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. **Procurement of Recovered Materials**. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

B. Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

C. Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.

D. Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.

E. Government Agencies. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

F. Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the “Project Agreement General Provisions” in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

A. Section 15 - Income and Income Use;
B. Section 19 - Stewardship and Monitoring;
C. Section 21 - Acknowledgement and Signs;
D. Section 23 – Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
E. Section 24 – Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
F. Section 25 – Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

B. Audit Requirements. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the sponsor expends $750,000 or more in total Federal funds in a fiscal year. The $750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

> "You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.

J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. $3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA From 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (a) through (e) of this section.

N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 CF.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf

Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM AND MARINE SHORELINE PROTECTION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.

3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. The sponsor may search the Hotel-Motel National Master List at: http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. **Recycled Paper**

   a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

   b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.

   c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

   d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

   a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

      Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

   b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing

Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: http://www.epls.gov. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

   a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.

   b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at http://ecfr.gpoaccess.gov.

8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

    "YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.

12. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:

    a. Establish all sub-award agreements in writing;

b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);

c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;

d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;

e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and

g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.

13. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.

14. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.

16. **Copeland "Anti-Kickback" Act**. All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C,F,R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

17. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.

19. **Rights to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.

20. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. **Semi-Annual FEATS Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:

   a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

   b. The reasons for slippages if established outputs/outcomes were not met; AND

   c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

   Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

   "THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [*EPA agreement number*] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

   RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.

7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at http://www.epa.gov/STORET.

SECTION 34: PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program.

A. DUNS and CCR Requirements

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.

B. Reimbursement Limitation. If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

C. DUNS and CCR Requirements

1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:

   a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.

   b. May not make a subaward to an entity unless the entity has provided its DUNS number to the spnosor.

3. Definitions. For purposes of this award term:

   a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site http://www.sam.gov.

   b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

c. Entitv.as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:

   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization; and

   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

d. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

   iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

e. Subrecipient means an entity that:

   i. Receives a subaward from you under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. **General.** This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

2. **Statutory Requirements.** In carrying out this agreement, the recipient must comply with:
   a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

   c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving

   d. Federal financial assistance.

   If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

   If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. **Regulatory Requirements.** The recipient agrees to comply with all applicable EPA civil rights regulations, including:
   a. For Title IX obligations, 40 C.F.R. Part 5; and

   b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

   c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. **Title VI - LEP, Public Participation and Affirmative Compliance Obligation.**

   a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-binlgetdoc.cgi?dbname=2004 register&docid=fr25jn04-79.pdf

   b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.qpo.gov/2006/pdf/06-2691.pdf. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\.1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring.

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency;

E. State law;

F. Washington Administrative Code;

G. Project Agreement;

H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper;

otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding of the Agreement in order to satisfy the judgment.

C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: **Project Number:**

Project Title: **Project Type:**

Program **Approval**

Project Metrics

Project Acquisition

Project acres by purpose type:	
Habitat Conservation	18.00
Public Access	32.00
Miles of shoreline protected:	1.00

Sites Improved

Project areas developed:	2.00
Project areas renovated:	0.00

Acquisition Metrics

Property: Worksite #1

Real Property

Land

Acres by Acreage Type (fee simple):	
Uplands	17.00
Tidelands	33.00
Existing structures on site:	No structures on site
Clean up of hazardous substances required (yes/no):	Unknown

Incidentals

Signs (Acq)

Number of permanent signs that identify site and funding partners	1

Development Metrics

Property: Worksite #1

Buildings and Structures

Construct / install restroom

Number of restrooms:	1 new, 0 renovated
Select the restroom type:	Vault toilets

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway:	Compacted gravel
Linear feet of path/walkway:	1200
Walkway lighting provided (yes/no):	No
Number of walkway bridges:	0 new, 0 renovated

Develop viewpoint

Number of designated viewpoints:	1 new, 0 renovated
Select the viewpoint structures:	Benches/seating

Install signs/kiosk

Number of kiosks:	0 new, 0 renovated
Number of interpretive signs/displays:	5 new, 0 renovated
Number of permanent entrance signs:	1 new, 0 renovated
Project involves installation of informational signs (yes/no):	

Parking and Roads

Parking development

Number of vehicle parking stalls:	8 new, 0 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	1
Select the parking surfaces:	Gravel
Select the parking enhancements:	Entry gate, Wheel stops

Legal Description

Project Sponsor: **Project Number:**

Project Title: **RCO Approval:**

Worksite Name
Property Name
Legal Description

Worksite #1
The legal description of the property purchased with funding assistance provided through this Project Agreement (and protected by a recorded Deed-of-Right) shall be amended into the Project Agreement prior to reimbursement of the final payment.

Milestone Report by Project

Project Number:

Project Name:

Sponsor:

Project Manager:

X	!	Milestone	Target Date	Comments/Description
X		Project Start	08/01/2014	
X		Baseline Documentation to RCO	10/01/2014	Please provide the prelimary title report for the property prior to closing
X		Survey Complete	10/31/2014	
X		Order Appraisal(s)	11/01/2014	
X	!	Progress Report Submitted	01/15/2015	
X	!	Order Appraisal Review(s)	03/15/2015	
X	!	Purchase Agreement Signed	03/31/2015	
X	!	Acquisition Closing	06/30/2015	
X		Funding Acknowl Sign Posted	06/30/2015	
X	!	Progress Report Submitted	06/30/2015	
X		Recorded Acq Documents to RCO	07/30/2015	
X	!	Annual Project Billing	07/31/2015	
X	!	Cultural Resources Complete	12/31/2015	
X	!	Progress Report Submitted	01/15/2016	
		RCO Final Inspection	02/01/2016	
	!	Agreement End Date	06/30/2016	
		Final Billing to RCO	07/31/2016	
		Final Report in PRISM	07/31/2016	

X=Milestone Complete
!=Critical Milestone

Consent Agenda Item C-5

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACT WITH SBS LEGAL SERVICES FOR CITY ATTORNEY SERVICES

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Contract for Legal Services

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:
The annual SBS legal services contract with the city expiries each year at the end of February and the council subsequently approves a new annual agreement. However, this year the city and SBS Legal Services were working on an agreement that would better meet the city's legal needs and therefore, on February 23, 2016 the council extended the contract to April, allowing for more time to negotiate new contract terms and explore alternative arrangements. After discussion with staff and SBS Legal Services it was agreed to:

- Extend the current contract to the end of 2016.
- Currently we contract for 45 hours/month and we will now have a window of 45-60 hours/month with authorization for anything above 60.
- The increased hours will be in office hours and efforts will be made to have ALL hours worked be in office.

At the end of 2016 the contract will again be evaluated.

ALTERNATIVES:
Choose to not enter into the agreement or request different terms.

FISCAL IMPACT:
The additional hours will increase what has been budgeted by roughly $30,000 per year. However, the bottom line will be about the same as we paid in 2015 due to hours worked over the amount budgeted for that year.

CITY COUNCIL ACTION: ____Ordinance ____Resolution __X__Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute the second amendment to the contract with SBS Legal Services, PLLC for City Attorney services, in substantial form as presented.

REVIEWED BY: City Manager, Finance Director, City Attorney

ATTACHMENT 1

AMENDMENT #2
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
The City of Covington and SBS Legal Services, PLLC

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made this ____ day of April, 2016, by and between the City of Covington, a municipal corporation organized and existing under the laws of the State of Washington (the "City") and Sara B. Springer of SBS Legal Services, PLLC, (the "Contractor"). The City and Contractor are collectively referred to in this Amendment as the "Parties".

RECITALS

A. The Parties previously entered into that certain Agreement dated February 24, 2015, Contract No. 1351-15 (the "Agreement").

B. The Parties executed a First Amendment to the Agreement on February 23, 2016, to extend the term of the Agreement (the "First Amendment").

C. The Parties now desire to amend the Agreement a second time in order to again extend the term of the Agreement and amend certain other provisions as included below.

D. All conditions set forth in the Agreement shall remain in full force and effect except as modified by this Second Amendment. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth in the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and incorporated herein by this reference as though set forth in full.

2. Article 1.2 Base Monthly Hours Amended. Article 1.2 of the Agreement is hereby amended as follows:

> **1.2 Monthly Hours.** The Contractor shall provide a minimum of forty-five (45) hours of city attorney services per month on behalf of the City. Any city attorney services required that will cause the Contractor to exceed sixty (60) hours in any given month shall be agreed upon and approved by all Parties prior to performance.

3. Article 2.1 Compensation Amended. Article 2.1 of the Agreement is hereby amended as follows:

> **2.1. Compensation.** The City shall pay the Contractor for all city attorney services rendered on a time and expenses basis based upon the Contractor's rate as provided herein.
>
> **2.1.1**. **Regular Rate.** The Contractor's regular hourly rate is one hundred and ninety dollars per hour ($190.00/hr) ("Regular Rate"). Any city attorney services performed by the Contractor, the costs of which may be reimbursed to the City by a third party, shall be billed at the Contractor's Regular Rate.

2.1.2. Government Discounted Rate. Any city attorney services performed by the Contractor, the costs of which may not be reimbursed to the City from a third party, shall be billed at a discounted hourly rate for municipal entities of one hundred and fifty dollars per hour ($150.00/hr) ("Discounted Rate").

2.1.3. Additional Provisions. The Contractor shall not amend the Regular Rate or Discounted Rate without prior written approval from the City. The Contractor shall bill time in tenth (1/10) of the hour increments. Any legal services provided by a coverage attorney shall be included within the above compensation provisions.

4. Article 3 Term Amended. Article 3 of the Agreement is hereby amended to extend the Effective Date to December 31, 2016.

5. Article 8 Termination Amended. Article 8 of the Agreement is hereby amended to provide for thirty (30) days written notice of termination to the other party.

6. Conflict. This Second Amendment is and shall be construed as part of the Agreement. In case of any inconsistency between this Second Amendment and the Agreement, the terms of this Second Amendment shall be controlling.

7. Force and Effect/First Amendment Superseded. The Parties hereby ratify and affirm the terms and conditions of the Agreement and agree that except as modified by this Second Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Second Amendment shall supersede the First Amendment previously executed by the Parties.

8. Execution in Counterparts. This Second Amendment may be executed in one or more counterparts and as executed shall constitute one agreement, binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

CITY OF COVINGTON

_____

By: Regan Bolli
Its: City Manager

Attest:

_____
Sharon Scott, City Clerk

Date approved by City Council: April 12, 2016
(If Applicable)

CONTRACTOR
Sara B. Springer, SBS Legal Services, PLLC

_____

By: Sara B. Springer
Its: Owner / Attorney

Agenda Item 1

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Victoria Throm, Personnel & Sr. Human Services Planner

ATTACHMENTS: See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
The Council has been provided the application and interview recording of the applicant listed below.

Human Services Commission – Seven Members (Two of which must be Youth):

- One position open for an adult residing inside the city limits or within three-mile radius.

Name of Applicant (Adult)	**Resides or Works**
Melissa Edlund-Oakley (Interviewed for Parks & Recreation Commission: Jan. 26, 2016)	Resides Inside Covington

NOTE: Ordinance Nos. 10-13, 04-05 § 1, and 22-02 § 1) *Membership, terms, residence requirement:* "Three members shall be adults residing or working within the City of Covington, two shall be adults residing inside or outside of the City of Covington but within a three-mile radius of the City limits and two shall be youth members between the ages of 14 and 18 years at the start of their terms residing in or within a three-mile radius of the City of Covington.

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the position.

CITY COUNCIL ACTION: ____ Ordinance ____ Resolution __X__ Motions ____ Other

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill adult Position No. 7 on the Human Services Commission with a term expiring March 31, 2019.

REVIEWED BY: City Manager
Personnel & Sr. Human Services Planner

Agenda Item 2

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RELATING TO UPDATES AND CORRECTIONS TO THE CITY'S PROCEDURES FOR AMENDING DEVELOPMENT REGULATIONS; REPEALING CHAPTER 14.05 AND AMENDING CHAPTERS 14.10 AND 14.15 AND SECTION 14.30.060 TO EFFECT THE SAME; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):
1. Ordinance No. 09-2016

PREPARED BY: Ann Mueller, Senior Planner

EXPLANATION:
During the process of preparing the periodic update of Covington's Comprehensive Plan and reviewing the city's development regulations in 2014 and 2015 for consistency with the planned updates of the Comprehensive Plan, staff noted that there were existing provisions in Title 14 of the Covington Municipal Code (CMC) that were out of date. These provisions referenced King County and city planning documents from shortly after incorporation that had subsequently been superseded, or were addressed in CMC Title 18, the newly adopted Comprehensive Plan, or are no longer applicable.

This ordinance removes out-of-date references to plans and programs that no longer apply to development in the city and also updates and makes minor changes to existing document text to correct information or clarify processes.

OVERVIEW OF AMENDMENTS TO CMC TITLE 14

14.05 General Provisions

Deleted entire chapter because this information is unnecessary or covered in CMC Title 18 and state law.

14.10 Definitions

Deleted some definitions to terms not used in Title 14 or defined in Title 18 and also corrected the definition of Subarea Plan that was out of date.

14.15. Comprehensive Plan

Amendments included deletions to remove references to outdated or redundant and unnecessary text.

- Deleted reference to the 2001 Comprehensive Plan.
- References to zoning regulations in the city are deleted because they are now contained in CMC Title 18.

- Reference to park development policies were deleted because the city has a PROS Plan as well as a Comprehensive Plan with a Park, Recreation, and Open Space Element. Park development requirements are now part of Title 18.
- Reference to the Shoreline Management Master Program is deleted because in 2013 the city adopted a new Shoreline Management Program which is included by reference in the Comprehensive Plan.
- Reference to a Transportation Plan and a Non-motorized Plan are deleted because they are now included in the Comprehensive Plan and adequately addressed in CMC Title 12 and do not need to be cross referenced here.
- Reference to the Kent School District (KSD) capital facilities plan is outdated and serves no purpose being referenced in the CMC. The KSD plans are acknowledged in the city's Comprehensive Plan.
- The reference to Flood Hazard Reduction Plan policies in this section is also removed because the city's Hazard Mitigation Plan and the Comprehensive Plan address these issues and policies. Regulations of flood hazard areas in the city are currently addressed in CMC Chapter 16.15.

14.30 Permit Decision Types

Added clarifying language to CMC 14.30.060 related to legislative actions and how they are processed, noticed, and appealed.

NEXT STEPS

After these amendments to CMC Title 14, staff will be working on further amendments to Title 16 and 18 to update critical area regulations for consistency with the 2015 Comprehensive Plan Periodic Update policies and findings and new state and federal regulations. This work to amend critical area regulations is part of the Planning Commission's 2016 work program and is planned for completion by the end of this year.

ALTERNATIVES:

1. Amend the ordinance.
2. Return the ordinance to staff for additional changes.
3. Reject the ordinance.

FISCAL IMPACT: This is a procedural amendment to the CMC. No significant fiscal impact is anticipated.

CITY COUNCIL ACTION: __X__Ordinance ____ Resolution ____Motion ___Other

Action may be taken at this meeting.

Councilmember _____ moves, Councilmember _____ seconds, to pass an ordinance, in substantial form as that presented, relating to updates and corrections to the city's procedures for amending development regulations.

REVIEWED BY: Community Development Director, City Attorney, and City Manager

ORDINANCE NO. 09-2016 **ATTACHMENT 1**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, RELATING TO UPDATES AND CORRECTIONS TO THE CITY'S PROCEDURES FOR AMENDING DEVELOPMENT REGULATIONS; REPEALING CHAPTER 14.05 AND AMENDING CHAPTERS 14.10 AND 14.15 AND SECTION 14.30.060 TO EFFECT THE SAME; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2016, the city council adopted the 2015-2035 periodic update to the Covington Comprehensive Plan and determined that the city's existing development regulations implemented the 2015-2035 Comprehensive Plan and comply with the requirements of GMA; and

WHEREAS, the City previously adopted procedures for amending development regulations, consistent with the requirements for amendment prescribed by the Washington State Growth Management Act (GMA), RCW 36.70A; and

WHEREAS, the proposed amendments to the Covington Municipal Code (CMC) were identified by City staff as necessary to remove out of date processes and code references and to clean up inconsistencies and outdated provisions from the originally adopted King County regulations and procedures adopted upon incorporation of the City; and

WHEREAS, City staff transmitted the proposed code amendments to the Washington State Department of Commerce on January 10, 2016, as required under RCW 36.70A.106, and requested an expedited review under RCW 36.70A.106(3)(b), and has received no comments from state agencies; and

WHEREAS, the SEPA Responsible Official for the City determined that adoption of this ordinance is categorically exempt as a procedural action under WAC 197-11-800(20); and

WHEREAS, the city council finds that the City's procedures for the amendment of its development regulations, as currently adopted and as amended pursuant to this ordinance, are consistent with the requirements for amendment prescribed by the Washington State Growth Management Act (GMA), RCW 36.70A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 14.05 Repealed. Chapter 14.05 of the Covington Municipal Code, which was last amended by Ordinance 41-02, is hereby repealed.

Section 2. Chapter 14.10 Amended. Chapter 14.10 of the Covington Municipal Code, which was last amended by Ordinance 41-02, is hereby amended pursuant to Exhibit A, attached hereto and incorporated fully herein by this reference.

Section 3. Chapter 14.15 Amended. Chapter 14.15 of the Covington Municipal Code, which was last amended by Ordinance 41-02, is hereby amended pursuant to Exhibit B, attached hereto and incorporated fully herein by this reference.

Section 4. Section 14.30.060 Amended. Section 14.30.060 of the Covington Municipal Code, which was last amended by Ordinance 41-02, is hereby amended pursuant to Exhibit C, attached hereto and incorporated fully herein by this reference.

Section 5. Savings Clause. The amendment or repeal of any section of Title 14 CMC pursuant to this ordinance shall not affect any right or duty accrued or any proceeding commenced under the provisions of such amended or repealed sections which were in existence on the effective date of the amended or repealed sections of Title 14 CMC herein.

Section 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary technical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 8. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof on the 12th day of April, 2016, and signed in authentication of its passage.

_____
Jeff Wagner, Mayor

PUBLISHED: April 15, 2016
EFFECTIVE: April 20, 2016

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

_____
Sara Springer, City Attorney

EXHIBIT A

AMENDMENTS TO CMC 14.10--Definitions

14.10.001 Generally.

Unless otherwise defined in this chapter, the definitions provided in chapter 18.20 shall be applicable to this title. The definitions contained in this chapter apply throughout this title, unless, from the context, another meaning is clearly intended.

~~**14.10.005 Applicant.**~~

~~"Applicant" means the person or entity who is required to post the financial guarantee. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.040). Formerly 14.55.010)~~

~~**14.10.010 Area zoning.**~~

~~"Area zoning" as used in this division is synonymous with the terms of "rezoning or original zoning" and means procedures initiated by the City of Covington, which result in the adoption or amendment of zoning maps on an area-wide basis. This type of zoning is characterized by being comprehensive in nature, deals with distinct communities, specific geographic areas and other types of districts having unified interests within the City. Area zoning, unlike a reclassification, usually involves many separate properties under various ownerships and utilizes several of the zoning classifications available to express the City's current comprehensive plan and subarea plan policies in zoning map form. (Ord. 41-02 § 2 (20.08.030))~~

~~**14.10.020 Benchmarks.**~~

~~"Benchmarks" means quantifiable measures used to monitor the outcomes of public policy. (Ord. 41-02 § 2 (20.08.035))~~

~~**14.10.030 Comprehensive plan.**~~

~~"Comprehensive plan" means the goals, policies and criteria approved by the City Council to meet the requirements of the Washington State Growth Management Act, and:~~

~~(1) As a beginning step in planning for the development of the City;~~

~~(2) As the means for coordinating City programs and services;~~

~~(3) As policy direction for official regulations and controls;~~

~~(4) As a means for confirming the King County urban/rural boundary;~~

~~(5) As a means of promoting the general welfare. (Ord. 41-02 § 2 (20.08.070))~~

14.10.040 Council.

"Council" means the City of Covington City Council. (Ord. 41-02 § 2 (20.08.090))

14.10.045 Default.

"Default" means the failure to:

(1) Comply with financial guarantee conditions;

(2) Complete, in the specified time, the required improvements in accordance with this code and with approved project plans and conditions. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.040). Formerly 14.55.020)

~~**14.10.050 Department.**~~

~~"Department" means either the Department of Community Development or the Department of Public Works, as specified herein. (Amended at request of department 2/08; Ord. 41-02 § 2 (20.08.100))~~

14.10.055 Development permits.

"Development permits" means all permits, reviews, and approvals administered by the Department including, but not limited to, right-of-way use permits, grading permits, building permits, fire code permits, subdivisions, short subdivisions, binding site plans, zoning permits, conditional use permits, boundary line adjustments, and environmental review and shoreline permits. (Ord. 20-07 § 66; Ord. 06-05 § 1; Ord. 23-04 § 3; Ord. 43-02 § 2 (27.04.010). Formerly 14.55.040)

14.10.060 Development regulations.

"Development regulations" means the controls placed on development or land use activities by the City including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, and subdivision ordinances together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in an ordinance by the City. (Ord. 41-02 § 2 (20.08.105))

~~**14.10.070 Director.**~~

~~"Director" means either the Director of the Community Development Department or the Director of the Public Works Department, or his or her designee, as specified herein. (Amended at request of department 2/08; Ord. 41-02 § 2 (20.08.106))~~

14.10.080 Docket.

"Docket" (noun) means the list of suggested changes to the comprehensive plan or development regulations maintained by the Department. "Docket" (verb) means to record with the Department a suggested change to the comprehensive plan or development regulations. (Ord. 41-02 § 2 (20.08.107))

~~**14.10.085 Environmental review.**~~

~~"Environmental review" means all permits, reviews, and approvals administered pursuant to Chapter 16.10 CMC. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.04.028). Formerly 14.55.060)~~

14.10.090 Examiner.

"Examiner" means the Hearing Examiner as established by Chapter 2.25 CMC, as amended. (Ord. 01-09 § 10; Ord. 41-02 § 2 (20.08.120))

~~**14.10.095 Financial guarantee.**~~

~~"Financial guarantee" means a form of financial security posted to ensure timely and proper completion of improvements, to ensure compliance with the Covington Municipal Code, and/or to warranty materials, workmanship of improvements, and design. Financial guarantees include assignments of funds, cash deposits, and/or other forms of financial security acceptable to the Directors. For the purpose of this chapter, the terms "performance guarantee," "maintenance guarantee" and "defect guarantee" are considered subcategories of financial guarantee. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.04.015). Formerly 14.55.070)~~

14.10.100 Functional plans.

"Functional plans" are detailed plans for facilities and services and action plans for other governmental activities. Functional plans should be consistent with the comprehensive plan, define service levels, provide standards, specify financing methods which are adequate, stable and equitable, be the basis for scheduling facilities and services through capital improvement programs and plan for facility maintenance. Functional plans are not adopted to be part of the capital facilities plan element of the comprehensive plan. (Ord. 41-02 § 2 (20.08.132))

14.10.102 Guarantor.

"Guarantor" means a bank or other acceptable entity which issues the financial guarantee. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.04.020). Formerly 14.55.080)

14.10.108 Permit fee.

"Permit fee" means a payment of money imposed upon development as a condition of application for or approval of development to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluation of an application, or inspecting or monitoring development activity. (Ord. 20-07 § 66; Ord. 43-02 § 2 (27.04.040). Formerly 14.55.100)

14.10.110 Reclassification.

"Reclassification" means a change in the zoning classification by procedures initiated by an individual or a group of individuals who, during the intervals between area zoning map adoptions, wishes to petition for a change in the zoning classification which currently applies to their individual properties. (Ord. 41-02 § 2 (20.08.160))

14.10.120 Site-specific comprehensive plan land use map amendment.

"Site-specific comprehensive plan land use map amendment" means an amendment to the comprehensive plan land use map which includes one property or a small group of specific properties. (Ord. 41-02 § 2 (20.08.170))

14.10.130 Subarea plan.

"Subarea plan" means a detailed local land use plan, which implements and is consistent with and may be incorporated in whole or part into ~~an element of~~ the comprehensive plan, containing specific policies, guidelines, and criteria adopted by the City Council to guide development and capital improvement decisions within specific subareas of the City. The subareas of the City will consist of distinct areas having unified interests or similar characteristics within the City. Subarea plans may include potential annexation area plans, neighborhood plans, and plans addressing multiple areas having common interests. ~~The relationship between the 2001 Comprehensive Plan and any subarea plans are established by CMC 14.15.020.~~ (Ord. 41-02 § 2 (20.08.060))

EXHIBIT B

AMENDMENTS TO CMC 14.15—Comprehensive Plan

14.15.010 Comprehensive plan adopted.

Adopted pursuant to ~~Under~~ the state constitution and the Washington State Growth Management Act, Chapter 36.70A RCW, the ~~2001 Comprehensive Plan is adopted and declared to be the comprehensive plan for City until amended, repealed or superseded~~ City of Covington comprehensive plan shall be the principal planning document for the orderly physical development of the City and shall be used to guide subarea plans, functional plans, provision of public facilities and services, review of annexations, development regulations and land development decisions. A copy of the currently adopted City of Covington Comprehensive Plan is on file with the City Clerk for public inspection. (Ord. 41-02 § 2 (20.12.010))

~~14.15.020 Relationship of comprehensive plan to previously adopted plans, policies, and land use regulations.~~

~~The 2001 Comprehensive Plan shall relate to previously adopted plans, policies and land use regulations as follows:~~

~~(1) Where conflicts exist between neighborhood, or other plans and the comprehensive plan, the comprehensive plan shall prevail;~~

~~(2) Pending or proposed subarea plans or plan revisions and amendments to adopted land use regulations, that are adopted on or after September 25, 2001, shall conform to all applicable policies and land use designations of the 2001 Comprehensive Plan;~~

~~(3) Vested applications for subdivisions, short subdivisions and conditional uses for which significant adverse environmental impacts have not been identified may rely on existing zoning to govern proposed uses and densities. Subdivisions, short subdivisions and conditional uses also may rely on specific facility improvement standards adopted by ordinance, including but not limited to street improvement, sewage disposal and water supply standards, that conflict with the comprehensive plan but shall be conditioned to conform to all applicable comprehensive plan policies on environmental protection, open space, design, site planning and adequacy of on-site and off-site public facilities and services, in cases where specific standards have not been adopted;~~

~~(4) Vested permit applications for proposed buildings and grading and applications for variances, when categorically exempt from the procedural requirements of the State Environmental Policy Act, may rely on existing zoning and specific facility improvement standards adopted by ordinance; and~~

~~(5) Nothing in this section shall limit authority to approve, deny or condition proposals in accordance with the State Environmental Policy Act. (Ord. 41-02 § 2 (20.12.015))~~

~~14.15.030 Zoning, potential zoning, property-specific development standards, and special district overlays.~~

~~Zoning adopted pursuant to this section shall constitute official zoning for the City.~~

~~(1) Official zoning, including but not limited zoning with property-specific development conditions, is depicted on the official zoning map, as maintained by the Department.~~

~~(2) Property-specific development standards (p-suffix conditions) in effect or hereinafter adopted or amended shall be maintained by the Department in the property specific development conditions notebook.~~

~~(3) Special district overlays in effect or hereinafter adopted or amended shall be maintained by the Department in the special district overlay application maps notebook. (Ord. 41-02 § 2 (20.12.050))~~

~~14.15.040 Park development policies.~~

~~Park development policies are adopted and serve as a general basis for a park and recreation facility development, except that the comprehensive plan shall prevail where conflicts, if any, occur. (Ord. 41-02 § 2 (20.12.090))~~

~~14.15.050 Shoreline management master program~~~~.~~

~~The policies, objectives and goals of the shoreline management master program are adopted as an addendum to the comprehensive plan for the City. As an addendum to the comprehensive plan, such policy statement constitutes the official policy of the City regarding areas subject to shoreline management jurisdiction. (Ord. 41-02 § 2 (20.12.200))~~

~~14.15.060 Transportation plan.~~

~~(1) The transportation plan consists of the following elements:~~

~~(a) Element five – transportation consisting of the transportation-related policies from the 2001 Comprehensive Plan.~~

~~(b) Any transportation priority process.~~

~~(c) The annual transportation needs report.~~

~~(d) Any implementation strategy report, as amended.~~

~~(2) The Council finds that the mitigated determination of nonsignificance is adequate to support adoption of the transportation element.~~

~~(3) The transportation plan is adopted as the functional plan implementing the transportation policies established by the comprehensive plan. As an amplification and augmentation of the comprehensive plan, it constitutes official City policy with regard to surface transportation issues.~~

~~(4) The transportation plan dealing with "transportation needs report" and "arterial functional classification" is subject to an annual review and update process preparatory to the capital improvement program budgeting process. Updates will incorporate additional functional plan elements, other local and regional transportation plans and studies, and other information available to Director of Public Works, and shall include public review and information in the annual review of the updates. The Department of Public Works shall provide an update report to the City Council on these elements before finalization of the roads capital improvement program~~

~~budget identifying possible changes to the needs lists or arterial classifications, and why these changes are needed.~~

~~(5) The transportation plan shall be implemented through:~~

~~(a) Adoption of an annual six-year capital improvement program.~~

~~(b) Application of the road adequacy standards, CMC Title 12.~~

~~(c) Application of the mitigation payment system, Chapter 12.105 CMC.~~

~~(d) Mitigation of transportation impacts as required and authorized under the State Environmental Policy Act.~~

~~(e) Road maintenance and traffic operating improvements.~~

~~(f) Pursuit of additional funding sources at the local, State and Federal levels whenever possible.~~

~~(g) Participation in regional efforts to enhance transportation systems applicable to the City.~~

~~(h) Establishment of a system for reviewing proposed developments for their impacts on equestrian, pedestrian and bicycle traffic and requiring mitigation when adverse impacts will occur.~~

~~(i) Development of transportation system management techniques, zoning code changes, and road improvements to enhance the use of transit, increase vehicle occupancy and the development of alternate means of transportation.~~

~~(j) Coordination of plans, projects, programs and policies with other governments. (Amended at request of department 2/08; Ord. 41-02 § 2 (20.12.430))~~

~~14.15.070 Nonmotorized transportation plan~~.

~~(1) The nonmotorized transportation plan, contained in the comprehensive plan, is adopted as the nonmotorized transportation functional plan implementing related policies established in the adopted comprehensive plan, and constitutes an amplification and augmentation of official City policy with regard to transportation issues.~~

~~(2) The nonmotorized transportation plan shall be implemented through:~~

~~(a) Integration of nonmotorized projects into the annual transportation project priority process and the annual six-year capital improvement program.~~

~~(b) Updating the street standards.~~

~~(c) City road maintenance, operating revisions and improvements.~~

~~(d) Pursuit of additional public and private capital, maintenance and program funds at the local, regional, State and Federal level for nonmotorized improvements.~~

~~(e) Providing an overall guide for the coordination, development and implementation of the nonmotorized element of transportation system. (Ord. 41-02 § 2 (20.12.433))~~

~~14.15.080 Kent School District capital facilities plan.~~

~~The Kent School District No. 415 Capital Facilities Plan 2001-2002 to 2006-2007, dated April 2001, which shall be included as an attachment to the ordinance codified in this section and is incorporated herein by reference, is adopted as a subelement of the capital facilities element of the comprehensive plan. (Ord. 41-02 § 2 (20.12.467))~~

~~14.15.090 Flood hazard reduction plan policies.~~

~~The flood hazard reduction plan policies, Chapter 16.15 CMC, are adopted as operating principles to guide the City's flood hazard reduction programs and to meet the intent of the goals and policies of the comprehensive plan. As an amplification and augmentation of the comprehensive plan, the policies constitute official City policy with regard to flood hazard reduction and floodplain management in the City. (Ord. 41-02 § 2 (20.12.480))~~

~~14.15.100 Potential annexation area process.~~

~~The potential annexation area (PAA) process involves two separate determinations: the boundaries of the PAA's, and how services within those PAA's are to be provided. Negotiating these issues will assure that residents and community groups in the affected areas are given meaningful opportunities to participate in the negotiation process. Staff shall keep Council members apprised of public participation processes undertaken by the staff, and provide them with notice of any public meetings on PAA's well in advance of the meetings. Further, staff shall provide summaries of the processes it has used to achieve public participation in any transmittals of PAA agreements forwarded to the Council. (Ord. 41-02 § 2 (20.12.485))~~

EXHIBIT C

AMENDMENTS TO CMC 14.30.060

14.30.060 Legislative ~~decisions~~ actions.

(1) Defined. Legislative actions involve the creation, amendment, or implementation of policy or law by ordinance. In contrast to other types of actions, legislative actions apply to large geographic areas and are of interest to many property owners and citizens. Legislative actions are only taken after an open record hearing.

(~~1~~2) Decisions. The following decisions are legislative~~,~~ and are not subject to the procedures in this chapter, unless otherwise specified:

(a) Zoning code amendments;

(b) Adoption of development regulations and amendments;

(c) Zoning map amendments;

(d) Adoption of the comprehensive plan and any plan amendments; and

(e) Annexations.

(~~2~~3) Planning Commission. The Planning Commission shall hold a public hearing and make recommendations to the City Council on the decisions listed in subsection (~~1~~2) of this section.

(~~3~~4) City Council. The City Council may hold a public hearing on the decisions listed in subsection (~~1~~2) of this section prior to passage of an ordinance or entry of a decision.

(~~4~~5) Public Notice. Unless otherwise provided for herein, ~~N~~notice of the public hearing ~~or public meeting~~ shall be provided to the public ~~as set forth in Chapter 14.40 CMC~~ at least fourteen (14) days prior to the hearing by publishing notice as provided for in CMC 14.40.040(2). In addition to publishing notice and posting notice at City Hall, at least fourteen (14) days prior to the hearing the City shall mail notice of the public hearing to the applicant, relevant government agencies, and other interested parties who have requested in writing to be notified of the hearing. If the legislative action is for a comprehensive plan amendment, notice of the public hearing shall also be posted and mailed pursuant to CMC 14.40.040(3). The city may also provide optional methods of public notice as provided in CMC 14.40.050.

(6) Appeals**.** The City Council's final legislative decision may be appealed together with any SEPA Threshold Determination by filing a petition with the Growth Management Hearings Board pursuant to the requirements set forth in RCW 36.70A.290, as currently adopted and hereafter amended from time to time.

Agenda Item 3

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: CONSIDER ORDINANCE AMENDING CMC 10.25.030 TO EXPAND OVERNIGHT PARKING RESTRICITIONS ON PUBLIC RIGHTS-OF-WAY IN RESIDENTIAL ZONES WITHIN THE CITY OF COVINGTON TO ALL LARGE VEHICLES.

RECOMMENDED BY: Andrew McCurdy, Police Chief
Richard Hart, Community Development Director
Brian Bykonen, Associate Planner/Code Enforcement Officer

ATTACHMENT(S):

1. Proposed Ordinance Amending CMC 10.25.030 to Expand Overnight Parking Restrictions on Public Rights-of-Way in Residential Zones within the City of Covington to All Large Vehicles

PREPARED BY: Brian Bykonen, Associate Planner/Code Enforcement Officer

EXPLANATION:

The City of Covington is a growing community that strives to maintain a safe environment. The city recognizes that the parking of large vehicles on public rights-of-way (ROW) can impact the use, value, and enjoyment of property; aesthetics; sleep and repose; and the quality of a neighborhood.

Currently, under 10.25.030 of the Covington Municipal Code (CMC), only "motor vehicles" (as generally defined, a self-propelled vehicle) more than 80 inches wide at any point along its body are restricted from parking on public ROW in residential zones from the hours of 10 p.m. to 6 a.m. As currently drafted, the regulation under CMC 10.25.030 would restrict a motor home from being parked on public ROW in a residential zone overnight, but *would* allow a fifth-wheel trailer of similar size to be parked on public ROW overnight. This discrepancy in the application of the code defeats the purpose and intent of the code to prevent the parking of all large vehicles from parking overnight in the public ROW in residential neighborhoods.

To remedy the above issue and to provide for the clearest and broadest application of the regulation, staff recommends a simple amendment to CMC 10.25.030 to change "motor vehicle" to "vehicle". Pursuant to RCW 46.04.670 (adopted by reference in the CMC through WAC 308-330-100), the definition of a "vehicle" includes any device capable of being moved upon a public highway (ROW).

If passed by the council, as noted above, the proposed ordinance (Attachment 1) will allow Covington's police department and prosecutor to enforce the parking restrictions under CMC 10.25.030 for *all* large vehicles that are over the allowed size limit of 80 inches in width.

ALTERNATIVES:

1. Recommend amendments to the proposed ordinance.
2. Return the issue to city staff for further study and analysis.

FISCAL IMPACT:
There should be no direct financial impact on the city.

CITY COUNCIL ACTION: __X__Ordinance ____Resolution ____Motion ____Other

> **Council member _____ moves, Council member _____ seconds, to pass an ordinance, in substantial form as that presented, amending CMC 10.25.030 to expand overnight parking restrictions on public rights-of-way in residential zones within the City of Covington to all large vehicles.**

REVIEWED BY: City Manager; City Attorney; Police Chief

ORDINANCE NO. 10-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING CHAPTER 10.25—PARKING RESTRICTION OF CERTAIN VEHICLES WITHIN RESIDENTIAL ZONES—OF THE COVINGTON MUNICIPAL CODE, TO EXPAND OVERNIGHT PARKING RESTRICITIONS ON PUBLIC RIGHTS-OF-WAY IN RESIDENTIAL ZONES WITHIN THE CITY OF COVINGTON TO ALL VEHICLES; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTIONS.

WHEREAS, it is the express intent of the city council to control the number of large vehicles parked overnight on public rights-of-way (ROW) in residential neighborhoods in a manner that promotes residential property values; the use, value, and enjoyment of property; aesthetics; sleep and repose; and the quality of the community; and

WHEREAS, the overnight parking of large vehicles on public ROW is a blighting factor that depreciates the value of adjacent and surrounding properties and in doing so negatively impacts the entire community; and

WHEREAS, it is demonstrated that the city's current overnight parking regulation under section 10.25.030 of the Covington Municipal Code (CMC) is unclear, under-broad, and does not serve as a sufficient deterrent to eliminate such violations; and

WHEREAS, the proposed amendment to CMC 10.25.030 expands the restrictions on overnight parking on public ROW in residential zones to all large vehicles to protect the public health, safety, and general welfare on residential properties; and

WHEREAS, the proposed amendment to CMC 10.25.030 makes Covington's parking regulations more consistent with surrounding jurisdictions; and

WHEREAS, it is within the authority of the city council to protect the health, safety, and welfare of the citizens of Covington, and the city council desires to adopt the following amended regulation to expand the restriction of overnight parking on public ROW to all large vehicles;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. CMC 10.25.030 Amended. Section 10.25.030 of the Covington Municipal Code is hereby amended as follows:

10.25.030 Parking restriction of certain vehicles within residential areas.

No persons shall park a ~~motor~~ vehicle, which is more than eighty (80) inches wide at any point along its body, on any street or alley in residentially zoned areas as defined in the City of Covington zoning code between the hours of 10:00 p.m. and 6:00 a.m. A person found to have committed a violation of this section shall be assessed a civil monetary penalty of $75.00.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk and/or codifier is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof on the 12th day of April, 2016, and signed in authentication of its passage.

_____
Mayor Jeff Wagner

PUBLISHED: April 15, 2016
EFFECTIVE: April 20, 2016

ATTESTED:

_____
Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

_____
Sara Springer, City Attorney

Agenda Item 4

Covington City Council Meeting
Date: April 12, 2016

SUBJECT: DISCUSS RESTRUCTURING OF THE PUBLIC WORKS' MAINTENANCE DIVISION POSITIONS.

RECOMMENDED BY: Don Vondran, Public Works Director
Noreen Beaufrere, Personnel Manager

ATTACHMENT(S):

1. Maintenance Division Restructuring Salary Survey – February 2016
2. Maintenance Division Restructure Job Titles & Salary Ranges - February 2016

PREPARED BY: Noreen Beaufrere, Personnel Manager

EXPLANATION:

As a result of discussion that took place during the city's 2016 budget approval process last year, the city council recognized the pressing need for an additional full-time maintenance worker. This action prompted a discussion between public works staff and the personnel manager to ensure that the new FTE would be recruited for the appropriate job level and pay. There are now five (5) regular full-time maintenance worker positions (which includes the recently-approved position in the 2016 budget) and five (5) seasonal maintenance worker positions.

Considering the expanded responsibilities and additional work the division took on over the years, a need to create different job levels has become a necessity. This would accomplish the practical goal of separating tasks and responsibilities into different knowledge, skill, and ability levels with appropriate pay ranges, thus enabling the city to accommodate graduated training levels for promising candidates with little or no related experience, as well as serve as a retention tool for more experienced employees seeking a long-term career path. Retention is especially important considering the developing shortage of all maintenance worker levels.

Over the last several weeks, the personnel manager met and brainstormed with the public works director, the maintenance supervisor, and the regular full-time maintenance workers to create specific graduated requirements for additional regular full-time job levels. This resulted in the following five (5) positions, from entry level to highly experienced and accredited:

- Maintenance Aide
- Maintenance Worker I
- Maintenance Worker II
- Lead Maintenance Worker (city's current "Maintenance Worker" position)
- Senior Lead Maintenance Worker

The current seasonal maintenance worker position will be retitled to seasonal maintenance aide, to indicate that it is on par with the least experienced regular maintenance aide position.

In order for each position's job description to be readily distinguishable from the others, two distinct sets of qualifications were established for the job descriptions: one that identifies how a current maintenance division employee may qualify for a promotion through the city's Promotion-in-place Program, and another that identifies the qualifications needed by outside applicants. This allows for the city to rely on consistent sets of qualifications when filling openings from outside the city or promoting from within.

The next step was to perform a salary survey in order to assign legitimate pay ranges. Attachment 1 shows the results of that survey. Both the city's pre-established comparable cities and alternate cities were surveyed in order to acquire an adequate number of valid comparisons for each position. At the bottom of the chart on page 2 of Attachment 1, the city's recommended range is supplied for each position. The very last line of the chart shows how much lower or higher the city's recommended ranges are from the high end averages of the comparable cities. A difference of plus or minus 5% is considered acceptable. While the city's current maintenance worker position (retitled as "lead maintenance worker") shall remain unchanged at Salary Range 8, <u>it is important to note the maintenance aide, maintenance worker I, and maintenance worker II positions were all assigned ranges lower than Salary Range 8.</u> **Since it is now planned to recruit either a maintenance worker I or II for the newly-approved position, this restructure will reduce the cost to the city anywhere from 13.5% to 23% (or $8,920 to $15,197) annually, based on salary range midpoints, than what has been included in the 2016 budget for a regular full-time maintenance worker.**

The senior lead maintenance worker is the only position assigned a higher salary range than our present maintenance worker salary range, and is intended to be a position that is only accessible through the city's internal Promotion-in-place Program due to its very specific, higher qualifications.

In going through the above processes, the personnel manager found that the current maintenance supervisor position warranted an increase of one salary range, as well as a title change to maintenance & operations manager. This was not necessarily unexpected, as the position was originally titled as maintenance & operations manager several years ago. When the incumbent assumed the position five (5) years ago, the title and salary range was reduced to that of maintenance supervisor until he successfully gained experience in the position. This has now more than adequately occurred—in fact, the job has increased in scope and complexity over what it was originally due to managing additional staff and newer responsibilities such as managing contracts and interlocal agreements, to name just a couple. The incumbent has also been participating in the rigorous Public Works Association's national Public Works Manager Designation program. Finally, it is evident that without the increase of the single salary range supported by the survey, salary compression would unfairly occur between the senior lead maintenance worker and operations & maintenance manager positions. Since the incumbent is topped out in his current salary range, the new range would only provide for two additional 3% step raises. The first, in the full annual amount of $2,649, is recommended for this year and would likely amount to approximately $1,900 by the time of implementation in 2016.

For your reference, Attachment 2 contains all the new job titles with their proposed salary ranges.

The public works director is in full agreement with the recommendations of the personnel manager based on survey results and the city's current needs. Although it is within the city manager's purview to implement these changes, especially since the overall budgetary impact would result in a cost savings, he wished to extend the courtesy to the council to have the recommendations explained and provide council with the opportunity to ask questions. Again, these changes were not recommended in the 2016 budget process because it was the unanticipated inclusion of an additional maintenance worker in the approved 2016 budget that triggered the need for a prompt analysis.

ALTERNATIVES:
There are no alternatives provided for the city council, since any action taken would fall under the authority of the city manager. No alternatives are recommended for the city manager, since the above-noted actions not only create a logical, fair, and legitimate hierarchy of maintenance division positions (and career path to encourage retention), they also potentially save the city thousands of dollars immediately and over a longer term by providing the city with the tools to recruit from a broader population of job candidates that do not necessarily need to meet a single, restrictive set of qualifications.

FISCAL IMPACT:
For 2016 only, if all recommended changes are implemented (including the promotion for the maintenance supervisor position), it will result in an approximate salary savings of $3,210 to $6,832 (based on salary range midpoints) in 2016. This savings includes the cost of the promotion of the maintenance supervisor to maintenance & operations manager if it becomes effective the first full pay period in April 2016. It also uses an estimated start date of May 16, 2016 for a new maintenance worker I or II. As stated earlier in this blue sheet, the full salary savings for the maintenance worker position over the course of a full year (based on the mid-point of the salary ranges) would be either $8,920 or $15,197, depending on whether a level I or II were hired.

CITY COUNCIL ACTION: ____Ordinance ____Resolution ____Motion _X_Other

This item is for discussion purposes only. Staff is seeking to provide the city council with background information for intended personnel actions, as well as an opportunity to ask questions.

REVIEWED BY: City Manager, City Attorney, Finance Director, and Public Works Director

MAINTENANCE DIVISION RESTRUCTURING SURVEY – FEBRUARY 2016

COMPARABLE OR ALTERNATE CITY	**= Maint Aide** *Entry Level* *No Exp Necessary*	**= Maint Wkr I** *2 Yrs. Exp.*	**= Maint Wkr II** *4 Yrs. Exp.*	**= Maint Wkr III (Lead)** *6 Yrs. Exp*	**= Maint IV (Sr. Lead)** *8 Yrs. Exp*	**= Ops&Maint Mgr** *8 Yrs. Exp* *Const Insp Exp* *Significant Spvy Exp* *2-yr degree*
Bonney Lake		**MWI** **3,499 = Low**	**MWII** **High = 5,370**			
Des Moines-Alt			**MW** **4,248 – 5,165**	**Sr MW** **4,779 – 5,808**		**Maint Supt** **6,275 – 7,627**
Federal Way-Alt		**MW1** 2 Yrs. Exp. Dr. Lic. First Aid=6 mos. Flagger=3 mos. Pest Lic=1 yr. **3,744 – 4,697**	**MWII** 5 Yrs. Ex. Dr. Lic. Pest. Lic. **4,137 – 5,236**			
Issaquah	**MWI** **See Note in MW Sr. Lead box** 6 mos. Exp. Dr. Lic. CDL-A=6 mos. **3,095 – 4,191**		**MWII** 2 Yrs. Exp. Dr. Lic. CDL-A=6 mos. CPR=6 mos. WtrSpcCerk=6 mo Flagger=6 mos **3,790 – 5,123**	**MWIII** 4 Yrs. Exp. Dr. Lic CDL-A=6 mos. CPR=6 mos. Flagger=6 mos. Wtr Certs=6 mos **4,410 – 5,954**	**MW Sr. Lead** **5,190 – 6,958**	**Asst PW Ops Mgr** **6,234 – 8,514**
Maple Valley		**MWI** Any exp rel fld Dr. Lic Flagger-3 mos. Pref Pest Lic.	**MWII** 4 Yrs. Exp. Dr. Lic. Valid CDL-B FirstAid=3 mos. Flagger=3 mos. Pest Lic. **4,557 – 5,545**	**MWIII (Lead)** **No JD** **4,785 – 5,822**		**Ops Mgr** **Only listed under Parks**

Mill Creek		**MWI** 1 Yr. Exp. Dr. Lic. Flagger=6 mo. **3,675 – 4,836**	**MW II** 2 Yrs. Exp. Dr. Lic Flagger=6 mo. <u>1 YR:</u> Pest Lic Laws&Saf Cert ROW Turf/Orn Weed **4,052 – 5,332**			
University Place				**Pks Maint Lead** **4,326 – 5,693**		**Ops Mgr** **5,519 - 7,445**
Woodinville		**MWI** **3,728 – 4,845**	**MWII** **4,130 – 5,370**	**MWIII** 5Yr Exp w/2 supvy Inc in heavy equip **4,348 – 5,652**		**Maint Spvr** **5,750 – 7,340**
Mo. Averages	**3,095 – 4,191**	**3,662 – 4,786**	**4,134 – 5,321**	**4,537 – 5,786**		**5,865 – 7,663**
Annual Averages	**37,140 – 50,292**	**43,944 – 57,432**	**49,608 – 63,852**	**54,444 – 69,432**	**62,280 – 83,496**	**71,340 – 92,772**
Cov. Range # Match	**1**	**4a**	**6a**	**8** **CURRENT RANGE**	**10**	**13**
Recommended Cov Range $	**40,152 – 47,944**	**46,468 – 55,485**	**52,213 – 62,345**	**60,375 – 72,092**	**66,764 – 79,720**	**79,516 - 94,946**
Covington Range High End Deviation from Comp High	**- 4.7%**	**- 3.4%**	**- 2.4%**	**+ 3.8%**	**- 4.5%**	**+ 2.3%**

MAINTENANCE DIVISION RESTRUCTURE JOB TITLES & SALARY RANGES – FEBRUARY 2016

Job Title	Range	NUMBERS DEPICTED BELOW INDICATE **"MIN, MID, AND MAX"** DOLLAR VALUES FOR EACH RANGE. THERE ARE ACTUALLY 7 STEPS IN EACH RANGE, BUT ONLY THOSE 3 VALUES ARE DISPLAYED IN ORDER TO SAVE PAGE SPACE.																		
Reclass to ***Ops & Maint Mgr***	13															80,794	88,286	96,473		
Current Maint Supervisor	12	***Deleting this Job Title and Salary Range—Reclassifying to Operations & Maintenance Mgr at one Salary Range higher***													76,222	83,290	91,014			
New ***Senior Lead Maintenance Worker***	10												67,837	74,127	81,001					
Reclass to ***Lead Maintenance Worker***	8	***Reclassifying from Maintenance Worker; Salary Range remains the same***								60,375	65,974	72,092								
New ***Maintenance Worker II***	6a							52,213	57,054	62,345										
New ***Maintenance Worker I***	4a				46,468	50,777	55,485													
New ***Maintenance Aide***	1	40,152	43,876	47,944																

SEASONAL MAINTENANCE POSITION					**1st Month INCENT $ ***	**2nd Month INCENT $ ***	** **"Incentive $"** noted in both columns to the left show max salary that may be attained if employee is hired at Step 7 and earns an additional $1/hour bonus by achieving all "Exemplary" performance ratings after the 1st and/or 2nd months of employment.*
Current Seasonal Maint Wkr; *Reclass title only to* ***Seasonal Maint Aide***	N/A	13.61/hr	14.87/hr	16.25/hr	+ $1/hr to a max of 17.25/hr	+ $1/hr to a max of 18.25/hr	

DISCUSSION OF FUTURE AGENDA TOPICS:

7:00 p.m. Tuesday, April 26, 2016 Regular Meeting

(Draft Agenda Attached)

Draft
as of 4/06/2016

CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
www.covingtonwa.gov

Tuesday, April 26, 2016 | **City Council Chambers**
7:00 p.m. | **16720 SE 271st Street, Suite 100, Covington**

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- National Aquatics Month Proclamation – May 2016 (Laura Morrissey)
- Arbor Day Proclamation (Laura Morrissey)
- Annual Update from King County Councilmember Reagan Dunn (15 minutes)
- Green River Coalition Report on Covington Community Park Project – Greg Wingard (15 minutes)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.*

APPROVE CONSENT AGENDA

C-1. Minutes: April 12, 2016 Special Meeting – Study Session and April 12, 2016 Regular Meeting Minutes (Scott)
C-2. Vouchers (Hendrickson)
C-3. Approve Maple Hills Phase II Final Plat (Hart)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: April 14 meeting.
- Parks & Recreation Chair Laura Morrissey: April 20 meeting.
- Arts Chair Lesli Cohan: April 14 special meeting.
- PRePAC Chair Jennifer Harjehausen: March 23 meeting.
- Planning Chair Bill Judd: April 7 and April 21 meetings.
- Economic Development Council Co-Chair Jeff Wagner: March 24 meeting.

NEW BUSINESS

1. Consider Revisions to Council Rules of Procedure (Springer)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

PUBLIC COMMENT *See Guidelines on Public Comments above in First Public Comment Section

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).