



**CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA**

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**Tuesday, January 26, 2016
7:00 p.m.**

**City Council Chambers
16720 SE 271st Street, Suite 100, Covington**

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Announcement of Volunteer of the Year and Commissioner of the Year (Council)

RECEPTION

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: January 12, 2016 Special Meeting-Joint Study Session with Planning Commission (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Accept 2016 King County Youth Sports Facilities Grant (Feser)
- C-4. Accept Department of Ecology 2015-2017 Biennial Stormwater Capacity Program Grant (Vondran)
- C-5. Approve Ordinance Adopting Standards for Public Defense Services (Springer)
- C-6. Approve Cordi & Bejarano, Inc., P.S. Agreement for Indigent Defense Services (Bolli)
- C-7. Authorize Vehicle Purchase for Parks Maintenance (Vondran/Junkin)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: January 14 meeting; December 10 meeting canceled.
- Parks & Recreation Chair Laura Morrissey: December 16 and January 20 meetings.
- Planning Chair Bill Judd: December 17 meeting; Dec. 3, Jan. 7, and Jan. 21 meetings canceled.
- Arts Chair Lesli Cohan: December 10 and January 14 meetings.
- PRePAC Chair Jennifer Harjehausen: December 9 special meeting.
- Economic Development Council Co-Chair Jeff Wagner: December 3 special meeting.

NEW BUSINESS

1. Consider Ordinance to Amend Use, Storage, Setback, Screening and Permitting Requirements for Recreational Vehicles (Hart)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION

- To Discuss Potential Litigation Pursuant to RCW 42.30.110(1)(i).
- To Review the Performance of a Public Employee Pursuant to RCW 42.30.110(1)(g).

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: January 26, 2016

SUBJECT: APPROVAL OF MINUTES: JANUARY 12, 2016 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH PLANNING COMMISSION MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: _____ Ordinance _____ Resolution X Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the January 12, 2016 City Council Special Meeting – Joint Study Session with Planning Commission Minutes.

**City of Covington
City Council Special Meeting
Joint Study Session with Planning Commission Minutes
Tuesday, January 12, 2016**

The Special Meeting Joint Study Session with the Planning Commission was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 12, 2016, at 5:50 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Joe Cimaomo, Mark Lanza, Marlla Mhoon, Jim Scott, Sean Smith, and Jeff Wagner.

PLANNING COMMISSIONERS PRESENT:

Krista Bates, Chele Dimmett, Jennifer Gilbert-Smith, Bill Judd, Jim Langehough, Paul Max, and Alex White.

STAFF PRESENT:

Regan Bolli, City Manager; Richard Hart, Community Development Director; Salina Lyons, Principal Planner; Ann Mueller, Senior Planner; Rachel Bahl, Interim Parks & Recreation Director; and Sharon Scott, City Clerk/Executive Assistant.

OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS:

City Clerk/Executive Assistant Sharon Scott performed the Oath of Office to Marlla Mhoon (Position No. 1, Margaret Harto (Position No. 3), Sean Smith (Position No. 5), and Jeff Wagner (Position No. 7).

Mayor Margaret Harto called the special meeting joint study session to order.

APPROVAL OF AGENDA:

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott second to approve the Agenda. Vote: 7-0. Motion carried.

ITEMS FOR DISCUSSION:

1. Planning Commission 2016 Work Plan.

Community Development Director Richard Hart gave the staff presentation on this item.

Discussion was held regarding the prioritization of the 2016 Work Program items and the reasons associated with the current ranking of the Work Program list provided.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Patricia Akiyama, representing Master Builders Association of King and Snohomish Counties, spoke regarding Work Program Item 12, Study Reducing Residential Side Yard Setbacks from 7.5 feet to 5.0, and requested Council to include this item on the 2016 Planning Commission and Staff Work Plan.

Colin Lund, Oakpointe, also spoke in favor of including the reduction in side yard setbacks on the 2016 Work Plan.

Steve Pand, Parks & Recreation Commission, spoke regarding Work Program Item 13, Park Impact Fee Code Changes, and expressed his disappointment that this item was so far down the list.

Leroy Stevenson, Covington resident, spoke regarding Work Program Item 12, Study Reducing Residential Side Yard Setbacks from 7.5 feet to 5.0, and requested considerations to established neighborhoods that were built with five foot setbacks, with irregular shaped lots, and no safety factors involved to provide flexibility for improvements on those existing homes.

Captain Larry Rabel, Kent Fire Regional Fire Authority, also spoke regarding Work Program Item 12, and stated that the Regional Fire Authority was willing to listen to well thought out plans regarding any changes to side yard setbacks.

There being no further comments, Mayor Hart closed the public comment period.

Summary discussion was held regarding the many considerations that go into housing density and setbacks.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:47 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #33514-33570, including ACH payments in the amount of \$309,999.83, dated January 8, 2016; and Paylocity Payroll Checks #1004756867-1004756872 and Paylocity Payroll Checks #1004756876-1004756876 inclusive, plus employee direct deposits in the amount of \$165,289.74, dated January 15, 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 #33514-33570, including ACH payments in the amount of \$309,999.83, dated January 8, 2016; and Paylocity Payroll Checks #1004756867-1004756872 and Paylocity Payroll Checks #1004756876-1004756876 inclusive, plus employee direct deposits in the amount of \$165,289.74, dated January 15, 2016.

January 8, 2016

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #33514 through Check #33570, including ACH payments

In the Amount of \$309,999.83

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail by Check Date

User: scles
 Printed: 1/7/2016 12:53 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0078 15-16	Shellie Bates Bates; 2015 flexible spending	01/08/2016	240.00
Total for this ACH Check for Vendor 0078:				240.00
ACH	0771 368488	David Evans & Associates, Inc. Traffic Concurrency; Cedar Creek Parke	01/08/2016	7,840.00
Total for this ACH Check for Vendor 0771:				7,840.00
ACH	0973 0001863 0001885	Public Finance Inc. LID Administration; 4th Quarter 2015 LID administration; 1st Quarter 2016	01/08/2016	121.50 125.35
Total for this ACH Check for Vendor 0973:				246.85
ACH	1408	Washington Workwear Stores Inc.	01/08/2016	
	2132	Allen; gloves		1.95
	2132	Allen; gloves		3.90
	2132	Allen; gloves		3.90
	2158	Allen; work gloves		11.73
	2158	Allen; work gloves		11.73
	2158	Allen; work pants		35.18
	2158	Allen; work pants		17.58
	2158	Allen; work pants		35.18
	2158	Allen; work gloves		5.86
	2160	Gaudette; safety boots		34.75
	2160	Gaudette; safety boots		34.75
	2160	Gaudette; work pants		13.68
	2160	Gaudette; work pants		13.68
	2160	Gaudette; work pants		6.84
	2160	Gaudette; safety boots		17.37
	2163	Wesley; work shirt		48.86
	2164	Lindskov; waterproof jacket		84.70
	2164	Lindskov; waterproof jacket		56.47
	2165	Parrish; hat		21.71
	2167	Wesley; safety boots		77.32
Total for this ACH Check for Vendor 1408:				537.14
ACH	1622 15-CV12	Law Offices of Thomas R Hargan, PLLC Prosecution services through 12/31/15	01/08/2016	4,547.10
Total for this ACH Check for Vendor 1622:				4,547.10
ACH	2105	Rachel Bahl	01/08/2016	
	2105-1	Bahl; mileage reimbursement, May		61.40
	2105-1-1	Bahl; mileage reimbursement, June		59.55
	2105-1-2	Bahl; mileage reimbursement, July		55.86
	2105-1-3	Bahl; mileage reimbursement, August		69.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2105-1-4	Bahl; mileage reimbursement, September		56.55
	2105-1-5	Bahl; mileage reimbursement, October		61.40
	2105-1-6	Bahl; mileage reimbursement, November		99.40
	2105-1-7	Bahl; mileage reimbursement, December		94.47
Total for this ACH Check for Vendor 2105:				557.80
ACH	2262 869285460552	Voyager Fleet Systems Inc. Vehicle fuel	01/08/2016	1,203.19
Total for this ACH Check for Vendor 2262:				1,203.19
ACH	2555 47374718	NuCO2 LLC Aquatics; CO2 lease	01/08/2016	80.17
Total for this ACH Check for Vendor 2555:				80.17
ACH	2633 0425157-IN	National Safety, Inc. Dalton; work shirts, sweatshirts	01/08/2016	135.12
Total for this ACH Check for Vendor 2633:				135.12
ACH	2747 2747-1 2747-1 2747-1-2 2747-1-2 2747-1-3 2747-1-3	Bob Lindskov Lindskov; various meetings, mileage/parking Lindskov; various meetings, mileage/parking Lindskov; Traffic signal systems, mileage Lindskov; Traffic signal systems, mileage Lindskov; work shirts reimbursement Lindskov; work shirts reimbursement	01/08/2016	64.74 43.16 12.24 18.35 23.44 35.17
Total for this ACH Check for Vendor 2747:				197.10
33514	2502 2502-A33 2502-A33 2502-A40 2502-D5	AALL Self Storage Unit A33 storage payment; January - December Unit A33 storage payment; January - December Unit A40 storage payment; January - December Unit D5 storage payment; January - December	01/08/2016	1,020.00 1,020.00 1,248.00 3,600.00
Total for Check Number 33514:				6,888.00
33515	2033 10066 10104	Aquatic Specialty Services Aquatics; clean/calibration services; December Unruh; AFO class, registration	01/08/2016	179.20 425.00
Total for Check Number 33515:				604.20
33516	2223 A20431	ARC Imaging Resources Plotter/scanner; usage, 11/9-12/9/15	01/08/2016	9.04
Total for Check Number 33516:				9.04
33517	1278 100004336364	ASCAP ASCAP license fee; 1/1-12/31/16	01/08/2016	336.00
Total for Check Number 33517:				336.00
33518	0077 39792	Association of WA Cities AWC; 2016 membership fee	01/08/2016	11,679.00
Total for Check Number 33518:				11,679.00
33519	0019	AWC Employee Benefits Trust	01/08/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	100315L0120160	Medical Insurance Premiums, January		1,951.52
	100315L0120160	Medical Insurance Premiums, January		2,265.53
	100315L0120160	Medical Insurance Premiums, January		7,203.97
	100315L0120160	Medical Insurance Premiums, January		6,906.16
	100315L0120160	Medical Insurance Premiums, January		9,341.34
	100315L0120160	Medical Insurance Premiums, January		1,156.42
	100315L0120160	Unruh; Medical Insurance Premium, December		750.00
	100315L0120160	Medical Insurance Premiums, January		6,155.59
	100315L0120160	Medical Insurance Premiums, January		9,911.34
	100315L0120160	Medical Insurance Premiums, January		2,948.53
	100315L0120160	Medical Insurance Premiums, January		3,354.39
	100315L0120160	Medical Insurance Premiums, January		2,387.54
	100315L0120160	Medical Insurance Premiums, January		770.94
	100315L0120160	Medical Insurance Premiums, January		2,327.60
	100315L0120160	Medical Insurance Premiums, January		457.23
			Total for Check Number 33519:	57,888.10
33520	2856	Baden Sports Inc.	01/08/2016	
	PSI469781	Basketballs		1,006.72
	PSI470224	Basketballs		228.06
			Total for Check Number 33520:	1,234.78
33521	0499	Bank of America	01/08/2016	
	0332-1	Maint shop; tree rope, bag, carbines, slings		369.89
	0332-1	Maint shop; tree rope, bag, carbines, slings		369.89
	0332-1	Maint shop; waders		50.36
	0332-1	Maint shop; tree rope, bag, carbines, slings		184.95
	0332-1	Maint shop; waders		100.74
	0332-1	Maint shop; waders		100.74
	0332-1	Sand bags		361.02
	0405-1	Lifeguarding class; CPR pocket masks		135.44
	0405-1	Lifeguarding class; CPR pocket masks, use tax		-10.72
	0405-1	Aquatics; organizing supplies, batteries		81.83
	0405-1	Seahorse art event; refreshments, toys		86.04
	0405-1	Hollydaze movie; supplies		188.65
	2675-1	Patching software, use tax		-1.72
	2675-1	Basketball ball bags, referee jerseys, tape		539.42
	2675-1	Patching software		21.72
	2675-1	Basketball ball bags, referee jerseys, tape, use ta		-42.72
	2923-1	Beaufre; planner cover, use tax		-2.40
	2923-1	Beaufre; planner cover		30.28
	2923-1	Beaufre; planner		25.93
	3331-1	Bolli; Econ Dvlp Council, event refund		-18.00
	3331-1	Hart; Chamber luncheon, December		17.50
	3331-1	Hart; Chamber luncheon, December		7.50
	3331-1	Harto; SCA dinner meeting		45.00
	3331-1	Bolli; 2016 Chamber luncheons		220.00
	3331-1	Bolli; Econ Dvlp Council event registration		190.89
	3331-1	Summit Workshop; meeting room deposit		500.00
	3433-1	Bolli; PSRC meeting, parking		6.00
	3433-1	Budget breakfast meeting		57.63
	3433-1	Management team; executive lunch meeting		189.12
	3433-1	Bolli; lunch meeting with CM David Cline		14.54
	3639-1	Michaud/Lyon; planners		62.57
	3639-1	Ogren; electronic plan review software maintena		53.21
	3639-1	Ogren; electronic plan review software, use tax		-21.41
	3639-1	Ogren; electronic plan review software		270.41
	3639-1	Ogren; electronic plan review software maintena		-4.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6093-1	Community Outreach; ribbon cutting tape, use ta		-2.95
	6093-1	Jenkins Creek ribbon cutting ceremony supplies,		65.72
	6093-1	Community Outreach; ribbon cutting tape		37.31
	6167-1	PW; bridge calendars, use tax		-1.51
	6167-1	PW; bridge calendars		19.01
	6167-1	PW; bridge calendars		19.00
	6167-1	PW; bridge calendars, use tax		-1.50
	6686-1	Aquatics staff appreciation party		935.86
	6686-1	Hendrickson/Parker/Cles/Salazar; PSFOA lunch		100.00
	6686-1	Hendrickson; GFOA conference registration		380.00
	7314-1	Meyers/Christenson; phone cases, use tax		-2.59
	7314-1	Meyers/Christenson; phone cases		32.71
	7314-1	Meyers; ICC Education Institute, registration		325.00
	7314-1	Meyers; ICC Education Institute, airfare		216.20
	8754-1	CEDC open house, postcard printing, use tax		-4.86
	8754-1	Packaging for marketing kits		68.22
	8754-1	Packaging for marketing kits, use tax		-5.40
	8754-1	CEDC open house, postcard printing		61.33
			Total for Check Number 33521:	6,421.64
33522	2368	Best Parking Lot Cleaning Inc.	01/08/2016	
	137971	Street cleaning, December		5,561.41
	143008	Street cleaning, November		10,427.10
	143568	MV, street cleaning, December		2,427.59
			Total for Check Number 33522:	18,416.10
33523	2849	Bricks 4 Kidz	01/08/2016	
	1064	Instructor payment; December		80.50
			Total for Check Number 33523:	80.50
33524	0026	C&B Awards	01/08/2016	
	2448	Basketball coaches shirts		295.19
			Total for Check Number 33524:	295.19
33525	1997	Capital One Commercial	01/08/2016	
	062682	Parks Director interview luncheon supplies		181.71
			Total for Check Number 33525:	181.71
33526	2270	CenturyLink	01/08/2016	
	6317966698B-1	City hall; telephone, 1/1-1/13/16		41.29
	6317966698B-1	City hall; telephone, 12/13-12/31/15		60.35
			Total for Check Number 33526:	101.64
33527	0391	City of Renton	01/08/2016	
	40590	Human services; KC Sexual Assault Resource		5,156.00
	40590	Human services; YWCA Domestic Violence Svc		10,000.00
			Total for Check Number 33527:	15,156.00
33528	1170	Coastwide Laboratories	01/08/2016	
	GW2829750	Aquatics; toilet tissue		96.46
			Total for Check Number 33528:	96.46
33529	0364	Code Publishing Company	01/08/2016	
	51708	Municipal code update;12/20/15		282.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33529:	282.22
33530	0537	Covington Water District	01/08/2016	
	104587-1	Crystal view; water, 11/21-12/18/15		30.65
	105731-1	SR 516; water, 11/21-12/18/15		58.60
	132670-1	CCP; water, 11/21-12/18/15		105.10
			Total for Check Number 33530:	194.35
33531	1983	De Lage Landen Financial Svcs	01/08/2016	
	48179322	Aquatics copiers' lease; 12/1-12/31/15		104.41
			Total for Check Number 33531:	104.41
33532	2967	Economic Development Council of Seattle	01/08/2016	
	5370	2016 Public sector membership dues		2,500.00
			Total for Check Number 33532:	2,500.00
33533	1875	FirstChoice	01/08/2016	
	128790	Coffee service		114.63
			Total for Check Number 33533:	114.63
33534	2078	Girard Resources & Recycling, LLC	01/08/2016	
	30843	Crushed gravel		127.61
			Total for Check Number 33534:	127.61
33535	2648	Hart's Gymnastics	01/08/2016	
	2648-1	Instructor payment; December		299.20
			Total for Check Number 33535:	299.20
33536	0867	Home Depot Credit Services	01/08/2016	
	2014335	Paint remover		32.05
	3072709	Maint vehicle; socket, organizer		2.48
	3072709	Maint vehicle; socket, organizer		2.48
	3072709	Maint vehicle; socket, organizer		1.24
	5015062	Maint shop; Makita Impact Driver & Driver-Dril		146.34
	5015062	Maint shop; Makita Impact Driver & Driver-Dril		73.17
	5015062	Maint shop; Makita Impact Driver & Driver-Dril		146.34
	5591410	Tree lighting; flagging tape		26.99
	7581116	Aquatics; replacement flashlights		54.14
	8161805	#2745; ratchet tie downs		42.92
	9013589	Lumber, graffiti paint remover		37.47
	9161792	Tree lighting; rope, ferrule & stop sets		47.00
			Total for Check Number 33536:	612.62
33537	1722	Honey Bucket	01/08/2016	
	2-1480881	CCP; portable toilet service; 1/1-1/14/16		127.50
	2-1480881	CCP; portable toilet service, 12/18-12/31/15		127.50
			Total for Check Number 33537:	255.00
33538	1701	Johnsons Home & Garden	01/08/2016	
	400638	Maint shop; nuts, bolts, screws		14.31
	400638	Maint shop; nuts, bolts, screws		14.31
	400638	Maint shop; nuts, bolts, screws		7.15
	401028	Aquatics; coupler		46.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33538:	81.87
33539	1319 S-03	King County 2016 SCATBd annual dues	01/08/2016	100.00
			Total for Check Number 33539:	100.00
33540	0143 11004095 2064763 2065242 2065285	King County Finance City hall; internet, November 2015 Voter registration Jail costs; November 2015 Voter registration, additional costs	01/08/2016	375.00 25,872.86 146.65 1,693.81
			Total for Check Number 33540:	28,088.32
33541	0204 0204-1	King County Pet Licensing Pet license remittance; December 2015	01/08/2016	255.00
			Total for Check Number 33541:	255.00
33542	2707 29767-15	Learning Resources Network Inc. LERN; 2016 membership renewal	01/08/2016	395.00
			Total for Check Number 33542:	395.00
33543	2486 855828/7 855828/7 855828/7 856109/7	McLendon Hardware, Inc. Maint shop; qwik cap Maint shop; qwik cap Maint shop; qwik cap Tarp	01/08/2016	4.38 4.38 2.18 93.06
			Total for Check Number 33543:	104.00
33544	3017 3716-173596 3716-173638 3716-173638 3716-173638 3716-173638	O'Reilly Automotive Inc. #1892; battery #1892; radiator cap Maint shop; coupler Maint shop; coupler Maint shop; coupler	01/08/2016	170.83 5.69 1.63 3.25 3.25
			Total for Check Number 33544:	184.65
33545	0004 1875708249 1875708249 81252305001 812523289001 812523289001 814025217001 814025217001 814025217001 814025217001 814025217001 814025217001	Office Depot Morrissey; labels Morrissey; computer speakers File folders Office supplies Hot cocoa CD/DVD labels Comp plan; binders, dividers PROS plan; binders Office supplies Wall clock	01/08/2016	6.84 39.94 195.46 106.92 24.03 19.48 175.45 33.88 167.28 31.18
			Total for Check Number 33545:	800.46
33546	1249 19188	Orca Pacific Inc. Aquatics; swivel nut	01/08/2016	30.41
			Total for Check Number 33546:	30.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33547	0818	Pacific Office Automation	01/08/2016	
	48395225	Copier lease; 1/1-1/14/16		55.31
	48395225	Copier lease; 12/15-12/31/15		67.16
Total for Check Number 33547:				122.47
33548	2771	Pacific Office Automation	01/08/2016	
	936253	Copier maintenance; 8/12-11/12/15		96.64
Total for Check Number 33548:				96.64
33549	2084	Planning Association of WA	01/08/2016	
	601	Hart; 2016 PAW membership dues		75.00
Total for Check Number 33549:				75.00
33550	3034	Praxair Distribution Inc	01/08/2016	
	54445037	Maint shop; welder		831.77
	54445037	Maint shop; welder		831.76
	54445037	Maint shop; welder		415.88
	54445038	Maint shop; welder spool gun, cylinder, rack, suj		746.01
	54445038	Maint shop; welder spool gun, cylinder, rack, suj		746.01
	54445038	Maint shop; welder spool gun, cylinder, rack, suj		373.00
Total for Check Number 33550:				3,944.43
33551	2860	Protect Youth Sports	01/08/2016	
	401248	Background checks		128.00
Total for Check Number 33551:				128.00
33552	0275	Puget Sound Clean Air Agency	01/08/2016	
	16-0265	2016 Clean air assessment		12,557.00
Total for Check Number 33552:				12,557.00
33553	2776	Red Wing Shoe Store	01/08/2016	
	8870000003657	Dalton; safety boots		274.56
Total for Check Number 33553:				274.56
33554	2571	Reserve Account	01/08/2016	
	2571-1	Postage		11.91
	2571-1	Postage		106.78
	2571-1	Postage		4.37
	2571-1	Postage		28.74
	2571-1	PW, Postage		0.25
	2571-1	Postage		0.00
	2571-1	Postage		1.42
	2571-1	Postage		0.00
	2571-1	Postage		17.94
	2571-1	Postage		1.42
	2571-1	Postage		72.43
	2571-1	Postage		2.84
	2571-1	Postage		0.97
	2571-1	Postage		0.00
	2571-1	Postage		0.00
	2571-1	Postage		35.56
	2571-1	Postage		12.14
	2571-1	PW, Postage		0.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33554:	297.01
33555	3035	Salsbury Industries	01/08/2016	
	6006970	Aquatics; lockers, use tax		-302.74
	6006970	Aquatics; lockers		3,823.03
			Total for Check Number 33555:	3,520.29
33556	2122	Schneider Electric Buildings America, Inc.	01/08/2016	
	610560	Aquatics; PASS fee, 1/1-12/31/16		4,276.07
			Total for Check Number 33556:	4,276.07
33557	1905	Sharp Electronics Corporation	01/08/2016	
	C845640-701	Police copier; usage, 11/16-12/10/15		21.80
	C845705-701	Copier; usage, 11/15-12/15/15		18.05
	C845705-701	Copier; usage, 11/15-12/15/15		12.04
	C845710-701	Reception copier; usage, 11/15-12/15/15		10.81
			Total for Check Number 33557:	62.70
33558	0480	SHRM	01/08/2016	
	9006401745	Throm; SHRM membership dues, 2/1/16-1/31/17		190.00
			Total for Check Number 33558:	190.00
33559	2656	Sound Cities Association	01/08/2016	
	2551	2016 Dues assessment for member cities		11,213.86
			Total for Check Number 33559:	11,213.86
33560	0736	Sound Security, Inc.	01/08/2016	
	791832	Maint shop; secure monitoring, January		32.10
	791832	Maint shop; secure monitoring, January		42.80
	791832	Maint shop; secure monitoring, January		32.10
	791832	Security monitoring, January		1,050.50
			Total for Check Number 33560:	1,157.50
33561	0281	Standard Insurance Company	01/08/2016	
	00635510001-1	Life Insurance Premiums, January		7.91
	00635510001-1	Life Insurance Premiums, January		181.55
	00635510001-1	Life Insurance Premiums, January		583.50
	00635510001-1	Life Insurance Premiums, January		361.80
	00635510001-1	Life Insurance Premiums, January		44.13
	00635510001-1	Life Insurance Premiums, January		116.20
	00635510001-1	Life Insurance Premiums, January		91.11
	00635510001-1	Life Insurance Premiums, January		91.37
	00635510001-1	Life Insurance Premiums, January		556.48
	00635510001-1	Life Insurance Premiums, January		328.08
	00635510001-1	Life Insurance Premiums, January		516.04
	00635510001-1	Life Insurance Premiums, January		175.21
	00635510001-1	Life Insurance Premiums, January		468.94
	00635510001-1	Life Insurance Premiums, January		115.10
	00635510001-1	Life Insurance Premiums, January		97.19
			Total for Check Number 33561:	3,734.61
33562	1775	Tacoma Screw Products, Inc.	01/08/2016	
	15312392	Maint shop; screws, nuts, washers, hooks, etc		33.08
	15312392	Maint shop; screws, nuts, washers, hooks, etc		66.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15312392	Maint shop; screws, nuts, washers, hooks, etc		66.18
			Total for Check Number 33562:	165.44
33563	2103	US Bancorp Equip Finance Inc.	01/08/2016	
	294002340	Workroom copier; January lease		639.10
	294341847	Reception copier; January lease		102.00
	29450823	Workroom copier; January lease		102.00
			Total for Check Number 33563:	843.10
33564	0357	Valley Communications	01/08/2016	
	0016333	800MHz access fee, December		75.00
			Total for Check Number 33564:	75.00
33565	0046	Verizon Wireless	01/08/2016	
	9757577799	Ogren; phone		10.86
	9757577799	Meyers/Christenson; phone cases		21.13
	9757577799	Cellular service, 1/1-1/20/16		30.82
	9757577799	Ogren; phone		97.73
	9757577799	Cellular service/tablet data, 1/1-1/20/16		100.46
	9757577799	Cellular service/tablet data, 12/21-12/31/15		24.08
	9757577799	Cellular service/tablet data, 1/1-1/20/16		173.77
	9757577799	Cellular service, 12/21-12/31/15		62.94
	9757577799	Cellular service, 1/1-1/20/16		19.37
	9757577799	Cellular service, 12/21-12/31/15		16.95
	9757577799	Cellular service, 12/21-12/31/15		10.66
	9757577799	Cellular service/tablet data, 12/21-12/31/15		55.25
	9757577799	Cellular service/tablet data, 12/21-12/31/15		95.59
	9757577799	Cellular service/tablet data, 1/1-1/20/16		43.77
	9757577799	Cellular service/tablet data, 1/1-1/20/16		63.53
	9757577799	Cellular service, 12/21-12/31/15		19.52
	9757577799	Cellular service/tablet data, 12/21-12/31/15		34.94
	9757577799	Cellular service, 1/1-1/20/16		35.48
	9757577799	Cellular service, 1/1-1/20/16		114.45
	9757577799	Cellular service, 1/1-1/20/16		18.86
	9757577799	Cellular service, 12/21-12/31/15		10.37
			Total for Check Number 33565:	1,060.53
33566	0096	WCIA	01/08/2016	
	40032	2016 Liability insurance		75,032.00
	40032	2016 Property insurance		14,194.00
			Total for Check Number 33566:	89,226.00
33567	0052	WCMA	01/08/2016	
	0052-1	Bolli; 2016 WCMA membership dues		315.00
			Total for Check Number 33567:	315.00
33568	2652	Wells Fargo Financial Leasing	01/08/2016	
	5002720031	Plotter/scanner; lease, 1/10-2/9/16		227.09
			Total for Check Number 33568:	227.09
33569	2873	WPTA	01/08/2016	
	1304284-6424585	Hendrickson; WPTA membership dues		40.00
			Total for Check Number 33569:	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33570	2104	Zones, Inc.	01/08/2016	
	K01722740101	Email archiver software		5,859.58
	K01722740101	Email archiver software maintenance		1,035.37
Total for Check Number 33570:				6,894.95
Total for 1/8/2016:				309,999.83
Report Total (67 checks):				309,999.83

January 15, 2016

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/15/16 consisting of:

PAYLOCITY CHECK # 1004756867 through PAYLOCITY CHECK # 1004756872 and
PAYLOCITY CHECK # 1004756876 through PAYLOCITY CHECK # 1004756876 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$165,289.74

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
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/15/16 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
111502	Regular	1/15/2016	503	Bolli, Regan H	4,734.21
111503	Regular	1/15/2016	246	Kirshenbaum, Kathleen	510.81
111504	Regular	1/15/2016	243	Lyon, Valerie	1,483.90
111505	Regular	1/15/2016	234	Mhoon, Darren S	1,469.65
111506	Regular	1/15/2016	162	Michaud, Joan M	2,187.60
111507	Regular	1/15/2016	123	Scott, Sharon G	2,534.99
111508	Regular	1/15/2016	313	Slate, Karla J	2,503.36
111509	Regular	1/15/2016	275	Hart, Richard	3,121.00
111510	Regular	1/15/2016	368	Mueller, Ann M	1,799.24
111511	Regular	1/15/2016	180	Cles, Staci M	1,926.76
111512	Regular	1/15/2016	146	Hagen, Lindsay K	1,615.95
111513	Regular	1/15/2016	235	Hendrickson, Robert	3,794.70
111514	Regular	1/15/2016	105	Parker, Cassandra	2,608.40
111515	Regular	1/15/2016	454	Salazar-Delatorre, Viviana J	253.64
111516	Regular	1/15/2016	374	Allen, Joshua C	1,784.72
111517	Regular	1/15/2016	353	Dalton, Jesse J	1,758.73
111518	Regular	1/15/2016	373	Fealy, William J	2,107.94
111519	Regular	1/15/2016	301	Gaudette, John J	2,015.36
111520	Regular	1/15/2016	186	Junkin, Ross D	2,857.52
111521	Regular	1/15/2016	268	Bykonen, Brian D	2,247.38
111522	Regular	1/15/2016	279	Christenson, Gregg R	2,949.11
111523	Regular	1/15/2016	270	Lyons, Salina K	2,332.62
111524	Regular	1/15/2016	269	Meyers, Robert L	3,419.35
111525	Regular	1/15/2016	284	Ogren, Nelson W	2,811.38
111526	Regular	1/15/2016	266	Thompson, Kelly	2,245.50
111527	Regular	1/15/2016	518	Islam, Shahinur	464.80
111528	Regular	1/15/2016	307	Morrissey, Mayson	2,967.22
111529	Regular	1/15/2016	199	Bahl, Rachel A	2,804.59
111530	Regular	1/15/2016	397	Ball, Jaquelyn I	713.05
111531	Regular	1/15/2016	451	Conway, Sean	1,598.09
111532	Regular	1/15/2016	428	Feser, Angela M	2,282.16
111533	Regular	1/15/2016	448	Finazzo, Dominic V	1,559.15
111534	Regular	1/15/2016	305	Kiselyov, Tatyana	1,598.09
111535	Regular	1/15/2016	453	Leung, Rachael M	1,296.00
111536	Regular	1/15/2016	195	Patterson, Clifford	2,484.93
111537	Regular	1/15/2016	540	Unruh, Gordon B	1,639.83
111538	Regular	1/15/2016	106	Bates, Shellie L	2,179.07
111539	Regular	1/15/2016	349	Buck, Shawn M	1,776.69
111540	Regular	1/15/2016	273	French, Fred	147.87
111541	Regular	1/15/2016	436	Lindskov, Robert T	2,998.18
111542	Regular	1/15/2016	257	Parrish, Benjamin A	2,006.81
111543	Regular	1/15/2016	173	Vondran, Donald M	3,815.08
111544	Regular	1/15/2016	252	Wesley, Daniel A	2,214.84
111545	Regular	1/15/2016	388	Andrews, Kaitlyn E	420.99
111546	Regular	1/15/2016	434	Bailey, Brooke	160.89
111547	Regular	1/15/2016	481	Binder, Jordan M	387.68
111548	Regular	1/15/2016	393	Blakely, Coleman P.	206.60
111549	Regular	1/15/2016	534	Blakely, Gavin D	133.62
111550	Regular	1/15/2016	513	Bryant, Colin A	35.37
111551	Regular	1/15/2016	517	Burke, Austin W	159.34
111552	Regular	1/15/2016	379	Carrillo, Anthony G	271.44
111553	Regular	1/15/2016	514	Collins, Ashtyn E	232.56
111554	Regular	1/15/2016	258	Cox, Melissa	521.59
111555	Regular	1/15/2016	385	Cranstoun, Alexander M	258.43
111556	Regular	1/15/2016	229	Duval-Dreblow, Shailynn R	363.04

111557 Regular	1/15/2016	505 Gormley, Hannah E	94.48	
111558 Regular	1/15/2016	508 Halbert, Olivia M	79.60	
111559 Regular	1/15/2016	530 Hauck, Liam M	22.75	
111560 Regular	1/15/2016	512 Hauer, Colton A	68.23	
111561 Regular	1/15/2016	425 Knox, John Q	306.54	
111562 Regular	1/15/2016	426 Knox, Patrick L	293.52	
111563 Regular	1/15/2016	410 Lanz, Avalon A.	411.42	
111564 Regular	1/15/2016	539 Losacco, Alessandra G	115.94	
111565 Regular	1/15/2016	435 Martin, Iain-Josiah	337.66	
111566 Regular	1/15/2016	525 Mastroianni, Anthony J	133.03	
111567 Regular	1/15/2016	483 Medel, Erick	142.68	
111568 Regular	1/15/2016	516 Montero, Ivan P	185.26	
111569 Regular	1/15/2016	439 Newman, Ashley M	190.29	
111570 Regular	1/15/2016	312 Perko, Roxanne H	214.10	
111571 Regular	1/15/2016	445 Portin, Andrew	131.87	
111572 Regular	1/15/2016	319 Praggastis, Alexander	462.68	
111573 Regular	1/15/2016	387 Praggastis, Elena C	132.43	
111574 Regular	1/15/2016	484 Roth, Alexander E	23.42	
111575 Regular	1/15/2016	493 Sears, Andrew J	363.82	
111576 Regular	1/15/2016	492 Spencer, Ethan R	544.27	
111577 Regular	1/15/2016	392 Wardrip, Spencer A	473.39	
111578 Regular	1/15/2016	432 Wilton, Sara J	240.71	
111579 Regular	1/15/2016	533 Wruth, Hunter T	131.25	
111580 Regular	1/15/2016	541 Cox, Christopher S	72.34	
111581 Regular	1/15/2016	116 Beaufrere, Noreen	2,915.55	
111582 Regular	1/15/2016	137 Throm, Victoria J	2,000.25	
1004756867 Regular	1/15/2016	364 Newell, Nancy J	30.47	
1004756868 Regular	1/15/2016	527 Ainsworth, Nicholas D	187.44	
1004756869 Regular	1/15/2016	509 Brannon, David J	101.23	
1004756870 Regular	1/15/2016	489 Wold, Jared K	98.40	
1004756871 Regular	1/15/2016	480 Woods, Dylan J	45.51	
1004756872 Regular	1/15/2016	395 Wunschel, Ethan G.	63.85	
Totals for Payroll Checks	87 Items		105,386.20	
Third Party Checks for Account Paylocity Account				
Check/Voucher	Check Type	Check Date	Employee Id Employee Name	Net Amount
111583	AGENCY	1/15/2016	401SS ICMA Retirement Trust	16,891.37
111584	AGENCY	1/15/2016	457Ex Vantagepoint Transfer Agent-457	359.09
111585	AGENCY	1/15/2016	CICOV City of Covington	3,059.48
111586	AGENCY	1/15/2016	Emp City of Covington Employee	66.00
111587	AGENCY	1/15/2016	IC401 ICMA Retirement Trust	15,258.70
111588	AGENCY	1/15/2016	IC457 ICMA Retirement Trust	2,069.66
111589	AGENCY	1/15/2016	ROTH ICMA Retirement Trust	150.00
111590	AGENCY	1/15/2016	VEBA HRA VEBA Trust Contributions	1,742.50
1004756876	AGENCY	1/15/2016	JG1 WASH CHILD SUPPORT	110.41
Totals for Third Party Checks	9 Items			39,707.21
			Tax Liabilities	19972.41
			Paylocity Fees	223.92
			Grand Total	\$ 165,289.74

Consent Agenda Item C-3

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: KING COUNTY YOUTH SPORTS FACILITY GRANT APPROVAL

RECOMMENDED BY: Angie Feser, Parks Planner

ATTACHMENT(S):

1. Contract and Attached Exhibits

PREPARED BY: Angie Feser, Parks Planner

EXPLANATION:

This grant is for the Gerry Crick Skate Park renovation project which is the replacement of failing skate park ramps and equipment. The project's budget is estimated at \$120,000 with funding from several sources including \$60,000 from General Fund, \$21,500 Parks Fee-In-Lieu, \$7,500 donated labor (community-build installation) and \$1,000 donation from partnership with MultiCare Covington Hospital. The remaining \$30,000 is provided by this King County Youth Sports Facilities Grant.

This renovation of equipment will allow for the skate park to remain open, create a partnership with MultiCare Covington Hospital and provide an opportunity for a community-built project allowing the public to be involved with the renovation design and installation of a youth recreation facility.

ALTERNATIVES: (include consequences and staff recommendation)

1. Not approve the grant and decrease the project budget by \$30,000.
2. Not approve the grant, not complete the project and make arrangements to eventually close the skate park.

FISCAL IMPACT:

As described above, this is a \$120,000 project with various funding sources including General Fund and Parks Fee-in-Lieu from city funds. Donations of community labor and from MultiCare Covington Hospital combined with this grant supply the balance of the funds necessary for the project.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to accept the 2016 King County Youth Sports Facilities grant in the amount of \$30,000 and execute the grant contract in substantial form as that attached hereto.

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



King County

YOUTH SPORTS FACILITIES GRANT CONTRACT – 2016

Department/Division Natural Resources and Parks / Parks Division
Agency: Covington Parks & Recreation
Project Title: Gerry Crick Skate Park
Contract Amount: \$30,000 Fund Code: 1638
Contract Period From: November 1, 2015 To December 31, 2017
Contract Number: 5808739

THIS CONTRACT is entered into by KING COUNTY (the “County”), and Covington Parks & Recreation (the “Agency”), whose address is 16720 SE 271st St. #100, Covington, WA 98042,

WHEREAS, King County is the manager of the Youth Sports Facilities Grant (YSFG) Program;

WHEREAS, the Agency is either a public agency or a non-profit organization whose land or facility will provide recreational or athletic opportunities primarily to youth under 21 years of age;

WHEREAS, King County has selected the identified agency to be awarded a Youth Sports Facilities Grant to assist in capital improvements for increased recreational opportunities;

WHEREAS, the Agency and/or landowner whose property will receive these improvements will develop, program, operate, and maintain the facility to address a recreation need in King County;

WHEREAS, King County has the authority under KC Ordinance 10454 to enter into agreements for the use of King County funds by public agencies and/or non-profit organizations to provide a service to the public,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. **SCOPE OF SERVICES**

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II
<input checked="" type="checkbox"/>	Invoice Voucher	Attached hereto as Exhibit III
<input checked="" type="checkbox"/>	Reporting	Attached hereto as Exhibit IV
<input checked="" type="checkbox"/>	Design Documents	Attached hereto as Exhibit V
<input checked="" type="checkbox"/>	Insurance Certificate	Attached hereto as Exhibit VI
<input checked="" type="checkbox"/>	W-9	Attached hereto as Exhibit VII

2. **TERM OF CONTRACT**

This Contract shall commence on the 1st day of November, 2015, and shall expire on the 31st day of December, 2017, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

3. **PREMISES**

This grant project is located at: Gerry Crick Park and referred to herein as "the Premises."

4. **PARTIES**

All communication, notices, coordination, and other tenets of this Contract shall be managed by:

On behalf of King County:

Butch Lovelace, YSFG Program Manager
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855
Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of:

Angie Feser
Covington Parks & Recreation
16720 SE 271st St. #100
Covington, WA 98042
afeser@covingtonwa.gov
(253) 480-2488

5. **COMPENSATION AND METHOD OF PAYMENT**

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Contract after the agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than 30 days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within 15 days of the date this Contract expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. **OPERATING BUDGET**

When a budget is attached hereto as exhibit II, the Agency shall apply the funds received from the County under this Contract in accordance with said budget. If, at any time during the Term of this Contract, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed 10% of the Contract amount, then the Agency shall request an amendment to this Contract. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. County approval of any such amendment shall not be unreasonably withheld.

7. **COMMUNICATION**

The Agency shall recognize King County Parks as a fiscal sponsor for the grant project in the following manner:

- A. Plaque: At the time of project completion or dedication, whichever comes first, the Agency shall install on or near the facility a plaque provided by the County that notes King County as a fiscal sponsor.
- B. Events: The Agency shall invite and recognize King County Parks at all events promoting the project during construction, and at the final project dedication.
- C. Community relations: The Agency shall recognize King County Parks as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. **PUBLIC ACCESS; PRIORITY OF USE; SCHEDULING**

The Agency shall to the greatest extent reasonably possible make the project available for use by the general public without imposing unreasonable requirements for public use. The Agency shall to the greatest extent reasonably possible give priority of use to persons under the age of twenty-one. Fees for use of the project shall be no greater than those generally charged by public operators of similar facilities in King County. The period of time that the Agency must provide public access and priority of use is based on the level of County funding as set forth below. If the facility is removed from public recreational use before the end of the specified period, then the Agency shall reimburse the County's funding on a pro rata basis, determined by dividing the number of years of lost public use by the total years of required dedication, multiplied by the total County grant amount.

By way of example only, if the County makes a \$10,000 grant to Agency X, then the agency's project must be dedicated to public use and priority of use by youth for 5 years. If Agency X eliminates public access to the project after 3 years, such that 2 years of public access and youth priority are lost, then Agency X must repay the County \$4,000 ($2/5 * 10,000 = \$4,000$).

Range of County Grant	Required Period of Dedicated Public Use/Youth Priority
0-\$14,999	5
\$15,000-\$29,999	8
\$30,000-\$49,999	12
\$50,000-\$75,000	15

If the completed project is subject to scheduling or reservation for use, then the Agency shall post the use schedule and the Agency's scheduling or reservation policies, practices, and information in a highly visible location near the project and/or on their website; and the Agency shall permit the public to schedule or reserve use of the completed project consistent with the requirements of this section 8.

Agency's duties under this section 8 will survive the expiration or earlier termination of this contract.

9. **GREEN BUILDING**

King County is committed to promoting and using green building practices in construction projects. Though not required, King County strongly encourages practices that conserve resources, use recycled content materials, maximize energy efficiency, and otherwise consider environmental, economic and social benefits in the design and construction of a building project.

10. **INTERNAL CONTROL AND ACCOUNTING SYSTEM**

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

11. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Contract unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

12. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Contract, and, at its sole discretion, to inspect or audit the Agency's records regarding this Contract and the Project upon reasonable notice during normal business hours.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Contract.

14. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

15. **TERMINATION**

- A. The County may terminate this Contract in whole or in part, with or without cause, at any time during the Term of this Contract, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Contract beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Contract will terminate automatically at the close of the current appropriation year.

16. **FUTURE SUPPORT; UTILITIES AND SERVICE**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Contract. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the construction, operation, maintenance, or use of the project contemplated herein.

17. **HOLD HARMLESS AND INDEMNIFICATION**

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Contract, or the Agency's exercise of rights and privileges granted by this Contract, except to the extent of the County's sole negligence. The Agency's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Contract, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under

this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Contractor or Subcontractor Agreements entered into by Agency in conjunction with this Contract.

Agency's duties under this section 17 will survive the expiration or earlier termination of this contract.

18. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Contract, the Agency shall procure and maintain the following Minimum Limits of Insurance and shall require their contractors to procure and maintain:
1. Commercial General Liability. (to include Products-Completed Operations) insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Contract. General liability insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (Ed. 11/85).

The insurance limits shall be no less than One Million dollars (\$1,000,000) combined single limit per occurrence and Two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage
 2. Automobile Liability. Insurance Services form number CA 00 01 (Ed. 1/80) any auto. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million dollars (\$ 1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. If the recipient or its contractors has employees, parties shall provide Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million dollars (\$1,000,000)
 4. Professional Liability. If the grant includes the use of Professional Services, a Per Claim/Aggregate Limit of \$ 1,000,000. shall be provided.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than \$ 5,000.00 in value, the Agency shall provide "All Risk" Builders Risk or Property" coverage for the full replacement value of the project/property built/purchased. King County shall be listed as a Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance and shall not benefit their in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A VIII. The Agency must provide a Certificate of Insurance and Additional Insured Endorsement to the (Exhibit VII), and upon written request of the County, provide a duplicate of the policy as evidence of insurance protection. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
- H. The Agency's duties under this section 18 shall survive the expiration or earlier termination of this Agreement. The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this section 18.

19. **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

21. **CONFLICT OF INTEREST**

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

22. **POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. **PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Contract, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Contract funds.
- D. The Agency's duties under this section 23 shall survive the expiration of this Agreement.

24. **NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the person specified in Section 4 of this Contract.
- C. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall not be a sufficient form of notice under this Contract.
- D. Either party may change its address, fax number or the name of the person indicated as the recipient by notice to the other in the manner aforesaid. In the event of interruption or threatened interruption in postal service, such notice shall be delivered addressed as aforesaid or sent by fax.

25. **ASSIGNMENT**

The Agency shall not assign any portion of rights and obligations under this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

26. **CONTRACT AMENDMENTS**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Contract.

27. **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 Contract 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 Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

28. **TAXES**

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. **WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT**

This Contract is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Contract will be brought in King County Superior Court, King County, Washington.

30. **PARAGRAPH HEADINGS**

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Contract or in any manner to define, limit, or describe the scope or intent of this Contract or the particular paragraphs to which they refer.

31. **PUBLIC DOCUMENT**

This Contract will be considered a public document and will be available for inspection and copying by the public.

32. **LEGAL RELATIONS**

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Contract will not be construed as creating a partnership or joint venture. Nothing in this Contract will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

33. **SINGULAR AND PLURAL**

Wherever the context will so require, the singular will include the plural and plural will include the singular.

34. PERMITS AND LICENSES

The Agency will obtain and maintain, at its own and sole costs and expense, all necessary permits, licenses and approvals required for the Project.

35. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

36. POLICE POWERS OF THE COUNTY

Nothing contained in this Contract will diminish, or be deemed to diminish, the governmental or police powers of the County.

37. ENTIRE AGREEMENT

This Contract, including its attachments, constitutes the entire Contract between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

AGENCY: City of Covington

FOR



King County Executive

Signature

Date

Regan Bolli, City Manager
NAME (Please type or print), Title

12/31/15
Date



Youth Sports Facilities Grant

Scope of Services

Please detail the scope of work to be performed under this contract as described in the YSFG application. You may use and expand upon the application text. Please be thorough in your description of both the entire project and how the YSFG grant will be spent on your project.

This project is the basic replacement of above-ground, modular skate park components in an existing skate park facility. This much needed renovation is identified and detailed in the City's Park Capital Improvement program with the city committing significant resources to the project both in staff time and capital dollars. The project entails a user-based design process, demolition of existing modular equipment, and purchase and community-build installation of new skate park equipment.

Covington's community partner, MultiCare, is supportive of the project renovation and community build. The facility provides a place for youth to participate in MultiCare's 5210 Healthy Lifestyles program.

The overall cost estimate is \$120,000, with a \$1,000 donation from MultiCare, community-build labor valued at \$7,500, city funds at \$81,500 and this grant for \$30,000.

YSFG Project Match

Project Name:		Project Match Budget					
Please list below the different sources of match funding. For example, Parks CIP, volunteer labor, professional construction services, or cash from the community group. Documentation must be provided for all committed match in the form of bank statements, letters, or pledge forms.		Match source & status (committed or pending)	C / P	Volunteer \$15 p/h	Donated Materials	Prof. Service	Cash
1	City of Covington Parks CIP		C				88050
2	MultiCare Covington Medical Center		C				1000
3	Volunteer Labor (Community Build Installation)		P	900			
4							
5							
6							
				\$ 900	\$ -	\$ -	\$ 89,050
Total match must be equal to amount noted on the budget tab.				\$	\$	\$	89,950



Youth Sports Facilities Grant Design Documents

Please provide design documents and any specifications that detail the project, particularly related to the YSFG portion if part of a larger project. Scale your documents to 8 ½ x 11 inches if possible. Include the following details if applicable:

- Facility dimensions
- Specifications on drainage, irrigation, and lighting, fencing and other applicable information related to fields
- Material and equipment specifications
- Playgrounds: The manufacturer is usually able to provide a schematic design that details the layout and specific playground pieces
- Site plan

Design will be completed in Spring of 2016 by selected consultant in conjunction with the community and the skate park users. The City of Covington will submit to King County the design when drawings are completed and the design is adopted by the City Council.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

16-Dec-15

Cert#: 9996

King County Dept of Natural Resources and Parks
Attn: Butch Lovelace, YSFG Program Manager
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855

RE: City of Covington
Grant Related Project

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Robert Hendrickson

cletter

Consent Agenda Item C-4

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF COVINGTON FOR THE 2015-17 BIENNIAL STORMWATER CAPACITY GRANTS PROGRAM.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Grant Agreement Number WQSWCAP-1517-COVING-00050

PREPARED BY: Ben Parrish, SWM Program Coordinator

EXPLANATION:

Staff requests council authorization for the city manager to execute a grant agreement with the State of Washington Department of Ecology (Attachment 1) to aid the implementation of the city's Phase II National Pollutant Discharge Elimination System (NPDES) Permit. The grant consists of \$50,000 to offset costs incurred from the implementation and management of our stormwater program

ALTERNATIVES:

Decline the DOE grant of \$50,000 to offset some of the financial impacts associated with the implementation of the Phase II NPDES Permit and design storm system retrofits.

FISCAL IMPACT:

The Surface Water Management Fund will receive reimbursement for up to \$50,000 to aid in offsetting the implementation of the Phase II NPDES Permit requirements.

There are no match requirements for this grant.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the City Manager to execute a grant agreement between the State of Washington Department of Ecology and the City of Covington for the 2015-17 Biennial Stormwater Capacity Grants Program, in substantial form as that attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director



Agreement WQSWCAP-1517-Coving-00050

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Covington

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Covington, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Covington

Federal Tax ID: 91-1829887
 DUNS Number: 185301301

Mailing Address: 16720 SE 271st ST #100
 Covington, Washington, 98042

Physical Address: 16720 SE 271st ST #100
 Covington, Washington, 98042

Contacts

<p>Project Manager</p>	<p>Ben Parrish SWM Program Coordinator</p> <p>16720 SE 271st ST, Suite 100 Covington, Washington, 98042 Email: bparrish@covingtonwa.gov Phone: (253) 480-2465</p>
<p>Billing Contact</p>	<p>Lindsay Hagen Accountant</p> <p>16720 SE 271st Street, #100 Covington, Washington, 98042 Email: lhagen@covingtonwa.gov Phone: (253) 480-2422</p>
<p>Authorized Signatory</p>	<p>Regan H Bolli City Manager</p> <p>16720 SE 271st Street, Ste 100 Covington, Washington, 98042 Email: rbolli@covingtonwa.gov Phone: (253) 480-2400</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Covington

Program Manager _____ Date _____
Heather Bartlett
Water Quality

Regan H Bolli _____ Date _____
City Manager

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$50,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160338

Funding Title: Capacity Grant FY16
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2015
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Permit Implementation	\$ 25,000.00

Total: \$ 25,000.00

BUDGET

Funding Distribution EG160339

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Permit Implementation	\$ 25,000.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fdrs.gov <<http://www.fdrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fdrs.gov <<http://www.fdrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT 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.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

Consent Agenda Item C-5

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: CONSIDER AN ORDINANCE ADOPTING STANDARDS FOR PUBLIC DEFENSE.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed Ordinance Adopting Standards for Public Defense
2. WSBA Standards for Indigent Defense, June 3, 2011

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

The purpose of this agenda bill action is for the city council to consider and adopt the attached proposed ordinance establishing standards for public defense. (See Attachment 1)

RCW 10.101.030 requires the city to adopt standards for the delivery of public defense services—the city has not yet adopted such standards. In addition to the requirement under state statute, Washington Supreme Court by Order No. 25700-A-1004, as amended, adopted new standards for indigent defense and such standards became effective October 1, 2012, with the exception of the standard relating to case load limits and methodology, which became effective on January 1, 2015.

The Washington State Bar Association (WSBA) has promulgated indigent defense standards, last revised in 2011, which may be adopted by reference (as opposed to developing and adopting the city's own standards) and which conform to current court requirements for case load limits and methodology. (See Attachment 2) The WSBA standards provide a non-weighted case load standard (which, given the city's relatively low volume of cases, is an efficient methodology for the city to use, rather than adopting a detailed case-weighting standard for every type of case that may be charged in municipal court). The city is free to adopt revised public defense standards at any time (including a case weighing schedule).

ALTERNATIVES:

1. Do not approve the proposed standards for public defense.
2. Provide alternate direction to staff to return with amendments to the proposed standards for public defense.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an ordinance adopting standards for public defense services, in substantial form as that attached hereto.

REVIEWED BY: City Manager; City Attorney; City Clerk

ORDINANCE NO. 04-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON RELATING TO STANDARDS FOR THE DELIVERY OF PUBLIC DEFENSE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is a requirement of the Washington State Constitution and Chapter 10.101 RCW, and a public purpose, that each person charged with a crime punishable by incarceration be provided with effective legal representation in order to ensure equal justice under the law without regard to his/her ability to pay; and

WHEREAS, effective legal representation should be provided consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, Chapter 10.101 RCW requires the City of Covington (“City”) to adopt standards for the delivery of public defense services; and

WHEREAS, the Washington State Bar Association (WSBA) has promulgated indigent defense standards, last revised in 2011, which state the objective of the promulgated standards as:

The objective of these guidelines is to alert the attorney to the course of action that may be necessary, advisable, or appropriate, and thereby assist the attorney in deciding upon the particular actions that must be taken in a case to assure that the client receives the best representation possible;

WHEREAS, the Washington Supreme Court by Order No. 25700-A-1004, as amended, has adopted new standards for indigent defense and a certificate of compliance; and

WHEREAS, such standards by court order, with the exception of Standard 3.4, became effective October 1, 2012; and

WHEREAS, new Standard 3.4 relating to case load limits and methodology became effective on January 1, 2015;

WHEREAS, it is the intention of the City, consistent with Chapter 10.101 RCW, Washington Supreme Court Order no 25700-A-1004, and other applicable law, to make public defense services available in an efficient manner that provides effective representation at reasonable cost to the City;

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

Section 1. Adoption of Public Defense Standards. To the extent appropriate at the municipal court level, the Washington State Bar Association Standards for Indigent Defense Services, as currently approved on June 3, 2011 and hereafter amended, attached as Exhibit A hereto and fully incorporated by this reference, shall constitute standards for the delivery of public defense services as that term is used in RCW 10.101.030 until such time as the city council may by ordinance adjust those standards.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance or the validity of its application to other persons or circumstances.

Section 3. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk and/or the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days after its passage and legal publication. A summary of this ordinance, consisting 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 its regular meeting on the 26th of January 2016, and signed in authentication of its passage.

Mayor Jeff Wagner

PUBLISHED: January 29, 2016

EFFECTIVE: February 3, 2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney



Washington State Bar Association

Standards for Indigent Defense Services

[Approved by the Board of Governors June 3, 2011]

STANDARD ONE: Compensation

Standard:

Public defense attorneys and staff should be compensated at a rate commensurate with their training and experience. To attract and retain qualified personnel, compensation and benefit levels should be comparable to those of attorneys and staff in prosecutorial offices in the area.

For assigned counsel, reasonable compensation should be provided. Compensation should reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the case. Assigned counsel should be compensated for out-of-pocket expenses.

Contracts should provide for extraordinary compensation over and above the normal contract terms for cases which require an extraordinary amount of time and preparation, including, but not limited to, death penalty cases. Services which require extraordinary fees shall be defined in the contract.

Attorneys who have a conflict of interest shall not have to compensate the new, substituted attorney out of their own funds.

Flat fees, caps on compensation, and lump-sum contracts for trial attorneys are improper in death penalty cases. Private practice attorneys appointed in death penalty cases should be fully compensated for actual time and service performed at a reasonable hourly rate with no distinction between rates for services performed in court and out of court. Periodic billing and payment should be available. The hourly rate established for lead counsel in a particular case should be based on the circumstances of the case and the attorney being appointed, including the following factors: the anticipated time and labor required in the case, the complexity of the case, the skill and experience required to provide adequate legal representation, the attorney's overhead expenses, and the exclusion of other work by the attorney during the case. Under no circumstances should the hourly rate for lead counsel, whether private or public defender, appointed in a death penalty case be less than \$125 per hour (in 2006 dollars).

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-2.4 and 5-3.1.

American Bar Association, *Guidelines for the Appointment and Performance in Death Penalty Cases*, 1988, Standard 10-1.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standards 13.7 and 13.11.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-4.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts*, 1984, Standard III-10 and III-11.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline No. 6.

STANDARD TWO: Duties and Responsibilities of Counsel

Standard:

The legal representation plan shall require that defense services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable state bar association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Counsel's primary and most fundamental responsibility is to promote and protect the interests of the client.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-1.1, 5-5.1 and 5-1.1.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standards 13.1.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard II-2.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Guideline III-18.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*. [\[Link\]](#)

STANDARD THREE: Caseload Limits and Types of Cases

Standard:

1. The contract or other employment agreement or government budget shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.
2. The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, "quality representation" is intended to describe the minimum level of attention, care and skill that Washington citizens would expect of their state's criminal justice system.
3. **General Considerations:** Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort in each case type specified. Caseload limits assume a reasonably even distribution of cases throughout the year.

The increased complexity of practice in many areas will require lower caseload ceilings. The maximum caseload limit should be adjusted downward when the mix of case assignments is weighted toward more serious offenses or case types that

demand more investigation, legal research and writing, use of experts and/or social workers or other expenditure of time and resources. In particular, felony caseloads should be assessed by the workload required, and certain cases and types of cases should be weighted accordingly.

If a defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionately to determine a full caseload. In jurisdictions where assigned counsel or contract attorneys also maintain private law practices, the caseload should be based on the percentage of time the lawyer devotes to public defense.

Definition of case: A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation.

4. **Caseload Limits:** The caseload of a full-time public defense attorney or assigned counsel shall not exceed the following:

150 Felonies per attorney per year; or

300 Misdemeanor cases per attorney per year; or in certain circumstances described below the caseload may be adjusted to no more than 400 cases, depending upon:

- The caseload distribution between simple misdemeanors and complex misdemeanors; or
- Jurisdictional policies such as post-filing diversion and opportunity to negotiate resolution of large number of cases as non-criminal violations;
- Other court administrative procedures that permit a defense lawyer to handle more cases; or

250 Juvenile Offender cases per attorney per year; or

80 open Juvenile Dependency cases per attorney; or

250 Civil Commitment cases per attorney per year; or

1 Active Death Penalty trial court cases at a time plus a limited number of non death penalty cases compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 *supra*; or

36 Appeals to an appellate court hearing a case on the record and briefs per attorney per year. (*The 36 standard assumes experienced appellate attorneys handling cases with transcripts of an average length of 350 pages. If attorneys do not have significant appellate experience and/or the average transcript length is greater than 350 pages, the caseload should be accordingly reduced.*)

Related Standards

American Bar Association, *Standards for Criminal Justice*, 4-1.2, 5-4.3.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*. [\[Link\]](#)

American Bar Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation*, May 13, 2006, Formal Opinion 06-441. [\[Link\]](#)

The American Council of Chief Defenders *Statement on Caseloads and Workloads*, (2007). [\[Link\]](#)

American Bar Association *Eight Guidelines of Public Defense Related to Excessive Caseloads*. [\[Link\]](#)

National Advisory Commission on Criminal Standards and Goals, *Task Force on Courts*, 1973, Standard 13.12.

American Bar Association *Disciplinary Rule 6-101*.

American Bar Association *Ten Principles of a Public Defense Delivery System*. [\[Link\]](#)

ABA Standards of Practice for Lawyers who Represent Children in Abuse & Neglect Cases, (1996)
American Bar Association, Chicago, IL.

The American Council of Chief Defenders Ethical Opinion 03-01 (2003).

National Legal Aid and Defender Association, *Standards for Defender Services*, Standards IV-I.

National Legal Aid and Defender Association, *Model Contract for Public Defense Services* (2002). [\[Link\]](#)

NACC Recommendations for Representation of Children in Abuse and Neglect Cases (2001). [\[Link\]](#)

City of Seattle Ordinance Number: 121501 (2004). [\[Link\]](#)

Seattle-King County Bar Association Indigent Defense Services Task Force, Guideline Number 1.

Washington State Office of Public Defense, *Parents Representation Program Standards Of Representation* (2009). [\[Link\]](#)

STANDARD FOUR: Responsibility for Expert Witnesses

Standard:

Reasonable compensation for expert witnesses necessary to preparation and presentation of the defense case shall be provided. Expert witness fees should be maintained and allocated from funds separate from those provided for defender services. Requests for expert witness fees should be made through an ex parte motion. The defense should be free to retain the expert of its choosing and in no cases should be forced to select experts from a list pre-approved by either the court or the prosecution.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-1.4.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV 2d, 3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1983, Standard III-8d.

National Advisory Commission, Task Force on Courts, 1973, Standard 13.14.

STANDARD FIVE: Administrative Costs

Standard:

1. Contracts for public defense services shall provide for or include administrative costs associated with providing legal representation. These costs should include but are not limited to travel, telephones, law library, including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training, meeting the reporting requirements imposed by these standards, and other costs necessarily incurred in the day-to-day management of the contract.
2. Public defense attorneys shall have an office that accommodates confidential meetings with clients and receipt of mail, and adequate telephone services to ensure prompt response to client contact.

Related Standards:

American Bar Association, *Standards for Criminal Justice, Providing Defense Services*.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States*, (1976), Guideline 3.4.

National Legal Aid and Defender Association, *Standards for Defender Services*, 1976 I-3, IV 2a-e, IV 5.

STANDARD SIX: Investigators

Standard:

1. Public defense attorneys shall use investigation services as appropriate.
2. Public defender offices, assigned counsel, and private law firms holding public defense contracts should employ investigators with investigation training and experience. A minimum of one investigator should be employed for every four attorneys.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-4.1 and 5-1.14.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.14.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Standard III-9.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 8.

STANDARD SEVEN: Support Services

Standard:

Public defense attorneys shall have adequate numbers of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services, including computer system staff and network administrators. These professionals are essential to ensure the effective performance of defense counsel during trial preparation, in the preparation of dispositional plans, and at sentencing.

1. Legal Assistants - At least one full-time legal assistant should be employed for every four attorneys. Fewer legal assistants may be necessary, however, if the agency or attorney has access to word processing staff, or other additional staff performing clerical work. Defenders should have a combination of technology and personnel that will meet their needs.
2. Social Work Staff - Social work staff should be available to assist in developing release, treatment, and dispositional alternatives.
3. Mental Health Professionals - Each agency or attorney should have access to mental health professionals to perform mental health evaluations.
4. Investigation staff should be available as provided in Standard Six at a ratio of one investigator for every four attorneys.
5. Each agency or attorney providing public defense services should have access to adequate and competent interpreters to facilitate communication with non-English speaking and hearing-impaired clients for attorneys, investigators, social workers, and administrative staff.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-8.1 and 5-1.4.

National Advisory Committee on Criminal Justice Standards and Goals, *Task Force on Courts*, Standard 13.14.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard IV-3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Standard III-8.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 7.

STANDARD EIGHT: Reports of Attorney Activity

Standard:

The legal representation plan shall require that the defense attorney or office maintain a case-reporting and management information system which includes number and type of cases, attorney hours and disposition. This information shall be provided regularly to the

Contracting Authority and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client files so as to disclose no privileged information.

A standardized voucher form shall be used by assigned counsel attorneys seeking payment upon completion of a case. For attorneys under contract, payment should be made monthly, or at times agreed to by the parties, without regard to the number of cases closed in the period.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-3.3 (b) xii, The Report to the Criminal Justice Section Council from the Criminal Justice Standards Committee, 1989.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984 Standard III-22.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States*, 1976, Guideline 3.4, 4.1, and 5.2.

STANDARD NINE: Training

Standard:

The legal representation plan shall require that attorneys providing public defense services participate in regular training programs on criminal defense law, including a minimum of seven hours of continuing legal education annually in areas relating to their public defense practice.

In offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held to inform them of office procedure and policy. All attorneys should be required to attend regular in-house training programs on developments in criminal law, criminal procedure and the forensic sciences.

Attorneys in civil commitment and dependency practices should attend training programs in these areas. Offices should also develop manuals to inform new attorneys of the rules and procedures of the courts within their jurisdiction.

Every attorney providing counsel to indigent accused should have the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other media.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 5-1.4.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.16.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard V.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts*, 1984, Standard III-17.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 3.

National Legal Aid and Defender Association, *Guidelines for the Appointment and Performance of Counsel in Death Penalty Cases*, 1988, Standard 9.1.

STANDARD TEN: Supervision

Standard:

Each agency or firm providing public defense services should provide one full-time supervisor for every ten staff lawyers or one half-time supervisor for every five lawyers. Supervisors should be chosen from among those lawyers in the office qualified under these guidelines to try Class A felonies. Supervisors should serve on a rotating basis, and except when supervising fewer than ten lawyers, should not carry caseloads.

Related Standards:

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.9.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contract*, 1984, Standard III-16.

Seattle-King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Guideline Number 4.

STANDARD ELEVEN: Monitoring and Evaluation of Attorneys

Standard:

The legal representation plan for provision of public defense services should establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in-court observations, and periodic conferences.

Performance evaluations made by a supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on their skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

Related Standards:

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Standard III-16.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States*, 1976, Recommendations 5.4 and 5.5.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.9.

STANDARD TWELVE: Substitution of Counsel

Standard:

The attorney engaged by local government to provide public defense services should not sub-contract with another firm or attorney to provide representation and should remain directly involved in the provision of representation. If the contract is with a firm or office, the contracting authority should request the names and experience levels of those attorneys who will actually be providing the services, to ensure they meet minimum qualifications. The employment agreement shall address the procedures for continuing representation of clients upon the conclusion of the agreement. Alternate or conflict counsel should be available for substitution in conflict situations at no cost to the counsel declaring the conflict.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, Standard 5-5.2.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.1.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Guideline III-23.

STANDARD THIRTEEN: Limitations on Private Practice

Standard:

Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-1.2(d), 5-3.2.

American Bar Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation*, May 13, 2006, Formal Opinion 06-441. [\[Link\]](#)

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.7.

National Legal Aid and Defender Association, *Standards for Defender Services*, Standard III-3 and IV-1.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts*, 1984, Guideline III-6.

STANDARD FOURTEEN: Qualifications of Attorneys

Standard:

1. In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

- A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and
- B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and
- C. Be familiar with the Washington Rules of Professional Conduct; and
- D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and
- E. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
- F. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
- G. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

2. Trial attorneys' qualifications according to severity or type of case¹:

- A. Death Penalty Representation. Each attorney acting as lead counsel in a death penalty case or an aggravated homicide case in which the decision to seek the death penalty has not yet been made shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. At least five years criminal trial experience; and
 - iii. Have prior experience as lead counsel in no fewer than nine jury trials of serious and complex cases which were tried to completion; and
 - iv. Have served as lead or co-counsel in at least one jury trial in which the death penalty was sought; and
 - v. Have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and

¹ Attorneys working toward qualification for a particular category of cases under this standard may associate with lead counsel who is qualified under this standard for that category of cases.

- vi. Have completed at least one death penalty defense seminar within the previous two years; and
- vii. Meet the requirements of SPRC 2.²

The defense team in a death penalty case should include, at a minimum, the two attorneys appointed pursuant to SPRC 2, a mitigation specialist and an investigator. Psychiatrists, psychologists and other experts and support personnel should be added as needed.

B. Adult Felony Cases - Class A. Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served two years as a prosecutor; or
 - b. has served two years as a public defender; or two years in a private criminal practice, and
- iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury.

C. Adult Felony Cases - Class B Violent Offense. Each attorney representing a defendant accused of a Class B violent offense as defined in RCW 9A.20.020 shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served one year as prosecutor; or
 - b. has served one year as public defender; or one year in a private criminal practice; and

²SPRC 2 APPOINTMENT OF COUNSEL

At least two lawyers shall be appointed for the trial and also for the direct appeal. The trial court shall retain responsibility for appointing counsel for trial. The Supreme Court shall appoint counsel for the direct appeal. Notwithstanding RAP 15.2(f) and (h), the Supreme Court will determine all motions to withdraw as counsel on appeal.

A list of attorneys who meet the requirements of proficiency and experience, and who have demonstrated that they are learned in the law of capital punishment by virtue of training or experience, and thus are qualified for appointment in death penalty trials and for appeals will be recruited and maintained by a panel created by the Supreme Court. All counsel for trial and appeal must have demonstrated the proficiency and commitment to quality representation which is appropriate to a capital case. Both counsel at trial must have five years' experience in the practice of criminal law be familiar with and experienced in the utilization of expert witnesses and evidence, and not be presently serving as appointed counsel in another active trial level death penalty case. One counsel must be, and both may be, qualified for appointment in capital trials on the list, unless circumstances exist such that it is in the defendant's interest to appoint otherwise qualified counsel learned in the law of capital punishment by virtue of training or experience. The trial court shall make findings of fact if good cause is found for not appointing list counsel.

At least one counsel on appeal must have three years' experience in the field of criminal appellate law and be learned in the law of capital punishment by virtue of training or experience. In appointing counsel on appeal, the Supreme Court will consider the list, but will have the final discretion in the appointment of counsel. [\[Link\]](#)

- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in two Class C felony cases that have been submitted to a jury.
- D. Adult Sex Offense Cases. Each attorney representing a client in an adult sex offense case shall meet the following requirements:
- i. The minimum requirements set forth in Section 1 and Section 2(C); and
 - ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.
- E. Adult Felony Cases - All other Class B Felonies, Class C Felonies, Probation or Parole Revocation. Each attorney representing a defendant accused of a Class B felony not defined in Section 2(C) or (D) above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:
- i. The minimum requirements set forth in Section 1, and
 - ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice; and
 - iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury; and
 - iv. Each attorney shall be accompanied at his or her first felony trial by a supervisor if available.
- F. Persistent Offender (Life Without Possibility of Release) Representation. Each attorney acting as lead counsel in a “two-strikes” or “three strikes” case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:
- i. The minimum requirements set forth in Section 1;³ and
 - ii. Have at least:
 - a. four years criminal trial experience; and
 - b. one year experience as a felony defense attorney; and
 - c. experience as lead counsel in at least one Class A felony trial; and
 - d. experience as counsel in cases involving each of the following:

³ RCW 10.101.060 (1)(a)(iii) provides that counties receiving funding from the state Office of Public Defense under that statute must require “attorneys who handle the most serious cases to meet specified qualifications as set forth in the Washington state bar association endorsed standards for public defense services or participate in at least one case consultation per case with office of public defense resource attorneys who are so qualified. The most serious cases include all cases of murder in the first or second degree, persistent offender cases, and class A felonies.”

1. Mental health issues; and
 2. Sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and
 3. Expert witnesses; and
 4. One year of appellate experience or demonstrated legal writing ability.
- G. Juvenile Cases - Class A. Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:
- i. The minimum requirements set forth in Section 1, and
 - ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; one year in a private criminal practice; and
 - iii. Has been trial counsel alone of record in five Class B and C felony trials; and
 - iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.
- H. Juvenile Cases - Classes B and C. Each attorney representing a juvenile accused of a Class B or C felony shall meet the following requirements:
- i. The minimum requirements set forth in Section 1; and
 - ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice, and
 - iii. has been trial counsel alone in five misdemeanor cases brought to a final resolution; and
 - iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor if available.
- I. Juvenile Sex Offense Cases. Each attorney representing a client in a juvenile sex offense case shall meet the following requirements:
- i. The minimum requirements set forth in Section 1 and Section 2(H); and
 - ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.
- J. Juvenile Status Offenses Cases. Each attorney representing a client in a “Becca” matter shall meet the following requirements:
- i. The minimum requirements as outlined in Section 1; and

- ii. Either:
 - a. have represented clients in at least two similar cases under the supervision of a more experienced attorney or completed at least three hours of CLE training specific to “status offense” cases; or
 - b. have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.
- K. Misdemeanor Cases. Each attorney representing a defendant involved in a matter concerning a simple misdemeanor or gross misdemeanor or condition of confinement, shall meet the requirements as outlined in Section 1.
- L. Dependency Cases. Each attorney representing a client in a dependency matter shall meet the following requirements:
 - i. The minimum requirements as outlined in Section 1; and
 - ii. Attorneys handling termination hearings shall have six months dependency experience or have significant experience in handling complex litigation.
 - iii. Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.
 - iv. Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.
- M. Civil Commitment Cases. Each attorney representing a respondent shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. Each staff attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and
 - iii. Shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:
 - a. served one year as a prosecutor, or
 - b. served one year as a public defender, or one year in a private civil commitment practice, and
 - c. been trial counsel in five civil commitment initial hearings; and
 - iv. Shall not represent a respondent in a jury trial unless he or she has conducted a felony jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.
- N. Sex Offender “Predator” Commitment Cases. Generally, there should be two counsel on each sex offender commitment case. The lead counsel shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and

- ii. Have at least:
 - a. Three years criminal trial experience; and
 - b. One year experience as a felony defense attorney or one year experience as a criminal appeals attorney; and
 - c. Experience as lead counsel in at least one felony trial; and
 - d. Experience as counsel in cases involving each of the following:
 - 1. Mental health issues; and
 - 2. Sexual offenses; and
 - 3. Expert witnesses; and
 - e. Familiarity with the Civil Rules; and
 - f. One year of appellate experience or demonstrated legal writing ability.

Other counsel working on a sex offender commitment cases should meet the Minimum Requirements in Section 1 and have either one year experience as a public defender or significant experience in the preparation of criminal cases, including legal research and writing and training in trial advocacy.

- O. Contempt of Court Cases. Each attorney representing a respondent shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. Each attorney shall be accompanied at his or her first three contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.
- P. Specialty Courts. Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court, homelessness court) shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. The requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and
 - iii. Be familiar with mental health and substance abuse issues and treatment alternatives.

3. Appellate Representation.

Each attorney who is counsel for a case on appeal to the Washington Supreme Court or to the Washington Court of Appeals shall meet the following requirements:

- A. The minimum requirements as outlined in Section 1; and
- B. Either:
 - i. has filed a brief with the Washington Supreme Court or any Washington Court of Appeals in at least one criminal case within the past two years; or

- ii. has equivalent appellate experience, including filing appellate briefs in other jurisdictions, at least one year as an appellate court or federal court clerk, extensive trial level briefing or other comparable work.
- C. Attorneys with primary responsibility for handling a death penalty appeal shall have at least five years' criminal experience, preferably including at least one homicide trial and at least six appeals from felony convictions, and meet the requirements of SPRC 2.

RALJ Misdemeanor Appeals to Superior Court: Each attorney who is counsel alone for a case on appeal to the Superior Court from a Court of Limited Jurisdiction should meet the minimum requirements as outlined in Section 1, and have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing an RALJ appeal.

4. Legal Interns.

- A. Legal interns must meet the requirements set out in APR 9.
- B. Legal interns shall receive training pursuant to APR 9 and in offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held.

Related Standards:

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, Standard 13.15.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Public Defense Contracts*, 1984, Standard III-7.

National Legal Aid and Defender Association, *Standards for the Appointment and Performance of Counsel in Death Penalty Cases*, 1987, Standard 5.1.

STANDARD FIFTEEN: Disposition of Client Complaints

Standard:

Each agency or firm or individual contract attorney providing public defense services shall have a method to respond promptly to client complaints. Complaints should first be directed to the attorney, firm or agency which provided representation. If the client feels that he or she has not received an adequate response, the contracting authority or public defense administrator should designate a person or agency to evaluate the legitimacy of complaints and to follow up meritorious ones. The complaining client should be informed as to the disposition of his or her complaint within one week.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, 4-5.1 and 4-5.2.

STANDARD SIXTEEN: Cause for Termination of Defender Services and Removal of Attorney

Standard:

Contracts for indigent defense services shall include the grounds for termination of the contract by the parties. Termination of a provider's contract should only be for good cause. Termination for good cause shall include the failure of the attorney to render adequate representation to clients; the willful disregard of the rights and best interests of the client; and the willful disregard of the standards herein addressed.

Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, Standard 5-1.3, 5-5.3.

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Defense Contracts*, 1984, Guideline III-5.

National Study Commission on Defense Services, *Guidelines for Legal Defense Systems in the United States*, 1976, Recommendations 2.12 and 2.14.

National Advisory Commission on Criminal Justice Standards and Goals, *Task Force on Courts*, 1973, Standard 13.8.

STANDARD SEVENTEEN: Non-Discrimination

Standard:

Neither the Contracting Authority, in its selection of an attorney, firm or agency to provide public defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability. Both the contracting authority and the contractor shall comply with all federal, state, and local non-discrimination requirements.

Related Standards:

American Bar Association, *Standards for Criminal Justice*, Providing Defense Services, Standard 5-3.1.

National Legal Aid and Defender Association, *Standards for Defender Services*, 1976, Standard III-8.

STANDARD EIGHTEEN: Guidelines for Awarding Defense Contracts

Standard:

The county or city should award contracts for public defense services only after determining that the attorney or firm chosen can meet accepted professional standards.

Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms bidding for contracts must demonstrate their ability to meet these standards.

Contracts should only be awarded to a) attorneys who have at least one year's criminal trial experience in the jurisdiction covered by the contract (i.e., City and District Courts, Superior Court or Juvenile Court), or b) to a firm where at least one attorney has one year's trial experience.

City attorneys, county prosecutors, and law enforcement officers should not select the attorneys who will provide indigent defense services.

Related Standards:

National Legal Aid and Defender Association, *Guidelines for Negotiating and Awarding Indigent Legal Defense Contracts*, 1984, Standard IV-3.

King County Bar Association Indigent Defense Services Task Force, *Guidelines for Accreditation of Defender Agencies*, 1982, Statement of Purpose.

Consent Agenda Item C-6

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CORDI & BEJARANO, INC., P.S., FOR INDIGENT DEFENSE SERVICES

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

- 1. Proposed Agreement with Cordi & Bejarano, Inc., P.S. for Indigent Defense Services

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

The purpose of this agenda bill action is for the city council to consider authorizing the city manager to execute the proposed attached agreement with Cordi & Bejarano, Inc., P.S. for indigent defense (public defender) services. (See Attachment 1)

Chapter 10.101 RCW requires the city to provide effective legal representation for all indigent persons charged with a misdemeanor or gross misdemeanor offense and filed by the city with the court (the city currently contracts with the King County District Court, Auburn Branch, for court services). Cordi & Bejarano, Inc., P.S. have provided such legally required indigent defense services for the city since 2005. The city has been satisfied with their services and wish to continue contracting with them for the city’s indigent defense services. The proposed contract includes revisions to terms and rates to account for the recently enacted public defense standards pursuant to Washington Supreme Court Order No. 25700-A-1004.

ALTERNATIVES:

- 1. Do not authorize the proposed agreement for public defense services.
- 2. Provide alternate direction to staff.

FISCAL IMPACT:

Budgeted. The rates in the attached agreement were provided to the city prior to adoption of the 2016 budget, therefore the funds included for public defense services in the approved 2016 budget are sufficient to cover the costs of this contract.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to authorize the city manager to execute an agreement with Cordi & Bejarano, Inc., P.S., for indigent defense services, in substantial form as that attached hereto.

REVIEWED BY: City Manager, City Attorney, Finance Director, City Clerk

AGREEMENT FOR INDIGENT DEFENSE SERVICES

This Agreement is entered into between the City of Covington, A Washington municipal Corporation, (“City”) and Cordi & Bejarano, Inc., P.S., a Washington professional services corporation, (“Contractor”).

I. DEFINITIONS

A. Attorney. Attorneys shall mean attorneys working for the law firm of Cordi & Bejarano, Inc., P.S., and where appropriate, shall include Rule 9 interns.

B. Contractor. Contractor shall mean the law firm of Cordi & Bejarano, Inc., P.S., and shall mean each attorney working for the Contractor

C. Defendant. Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed by the City into the King Co. District Court, and for whom the Contractor must provide services pursuant to Section III of this Agreement.

II. DURATION OF AGREEMENT

This Agreement shall terminate on the last day of December, 2018, unless extended or terminated earlier in a manner permitted by this Agreement.

III. SCOPE OF WORK AND DUTIES OF CONTRACTOR

A. Criminal Defense Representation – To Whom Provided. Except in cases in which a conflict of interest exists, Contractor shall provide criminal defense representation to the following:

1. All defendants who are charged with a criminal offense which falls within the jurisdiction of the City of Covington, and for which the Contractor has been appointed by the City of Covington or by the King Co. District Court as attorney of record pursuant to the City’s or the Court’s determination of indigence of the defendant.

2. All defendants who are not represented by private counsel and who appear for arraignment in the King County District Court for Covington, shall be represented in a stand-by counsel capacity.

3. All defendants who, while in the custody of the SCORE Corrections Facility (or any other correctional facility who may contract with Covington), are not represented by private or conflict counsel, who accept representation by the Contractor, and who appear before the court.

B. Provisional and Temporary Appointments. Contractor shall provide representation of defendants at arraignment and during in-custody hearings despite the fact that Contractor may only be provisionally or temporarily appointed to represent the defendants at arraignment and during the in-custody hearings; provided, that in the event a defendant wishes to enter a plea at arraignment, the Contractor shall request that the court accept the plea only after the defendant waives the right to an attorney in manner acceptable to the court. Contractor shall not provide

representation to in-custody defendants who are present on a first appearance as the City has a contract with a separate entity for these services.

C. Representation Provided to Defendants Investigated for Driving Under the Influence (RCW 46.61.502), Driving Under Twenty-One Consuming Alcohol (RCW 46.61.503), Physical Control of a Vehicle Under the Influence (RCW 46.61.504) or Another Misdemeanor or Gross Misdemeanor.

Contractor shall be available 24 hours per day, seven days per week, by telephone for the purposes of providing representation to suspects or defendants who are in custody and under investigation for driving under the influence (RCW 46.61.502), driving under twenty-one consuming alcohol (RCW 46.61.503), physical control of a vehicle under the influence (RCW 46.61.504) or any other misdemeanor or gross misdemeanor. Contractor shall provide the SCORE Corrections Facility and Precinct 3 of the King County Sheriff's Department with telephone numbers of its attorneys that provide direct access to the attorneys, and shall keep such telephone numbers up to date. Contractor may designate times in which specific attorneys may be reached, and shall provide the numbers of alternate attorneys if the designated attorney cannot be reached.

D. Duration of Representation of Defendant. In cases in which the Contractor is appointed as attorney of record, and unless Contractor is permitted by the court to withdraw at an earlier time, Contractor shall represent the defendant at all stages of the criminal process, from the time of appointment by the court as attorney of record through the appeals process (provided that funding for appeals beyond superior court shall be pursuant to the terms of Title 15 of the Rules of Appellate Procedure), as well as during any period in which the court retains jurisdiction over the terms and conditions of any sentence or deferral.

IV. APPEARANCES AT HEARINGS

Contractor shall appear at all hearings scheduled by the court in which it represents defendants, as well as all arraignment calendars and all in-custody calendars, except first appearances. Contractor shall ensure that defendants have a sufficient amount of time to consult with the Contractor('s) attorney(s) prior to each defendant's case being heard.

V. REPRESENTATION OF DEFENDANTS WHILE ON THE RECORD

Contractor shall be with and actively representing defendant at all times while defendant's case is considered on the court record, and shall adequately inform the defendant of the developments in his or her case such that the defendant proceeds during any court hearing in a knowing, intelligent, and voluntary manner.

VI. DEFENDANT ACCESS TO CONTRACTOR

A. Contact Prior to Court Hearings. Contractor shall be available to defendants to ensure that defendants are provided with effective assistance of counsel. Defendant access to the Contractor prior to court hearings is paramount. Contractor shall endeavor to confer with defendants about cases prior to court hearings.

B. Toll Free Calls. Defendants shall be provided access to the Contractor by means of a toll-free local call from a telephone number made available by the Contractor.

C. Time to Respond. Contractor shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

D. Local Office Required. At all times during the term of this Agreement, Contractor shall maintain an office either within the city limits of the King County District Court, Auburn Division, and within approximately 7 miles of the City. The office of the Contractor shall accommodate confidential meetings with defendants, shall be equipped with telephone, facsimile, and internet services, shall receive adequate cellular telephone service, and shall be the location at which mail and service of process is received.

E. Availability for and Contact with In-Custody Defendants. Contractor shall evaluate the cases of all defendants in the custody of the SCORE Corrections Facility as they relate to the City of Covington, and shall meet with in-custody defendants as the Contractor deems appropriate for providing effective assistance of counsel.

VII. QUALITY OF REPRESENTATION

Contractor shall provide services in a professional and skilled manner consistent with Washington's Rules of Professional Conduct, applicable case law, the Constitutions of the United States and Washington, and the court rules that define the duties of counsel and the rights of defendants. Contractor shall be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association on June 3, 2011. At all times during the representation of a defendant, the Contractor's primary responsibility shall be to protect the interests of the defendant.

VIII. QUALIFICATIONS OF CONTRACTOR ATTORNEYS – TRAINING

A. Qualifications. All attorneys employed by Contractor for the purposes of providing the services called for in this contract shall, at a minimum, satisfy the minimum qualifications to practice law as established by the Washington Supreme Court; be familiar with and follow the statutes, court rules, case law and constitutional law applicable to misdemeanor criminal defense work in the state of Washington; be familiar with and abide by Washington's Rules of Professional Conduct; be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association on June 3, 2011; be familiar with the consequences to each particular defendant of any conviction or adjudication including but not limited to jail time, financial penalties, restitution, mental health or drug and alcohol treatment obligations, license suspensions, and immigration or civil commitment implications; be familiar with mental health and substance abuse issues applicable to each defendant; be able to recognize the need for expert services including but not limited to investigators; and be able to satisfy the terms and conditions of this Agreement.

B. Training. For each attorney of the Contractor, a minimum of 32 of the reportable continuing legal education credits per reporting period shall be in the areas of criminal defense law, criminal process, trial advocacy, legal writing, appellate work, law practice management, or any other

subject that, in the opinion of the Contractor, is applicable to providing criminal defense services.

IX. USE OF RULE 9 INTERNS

A. Workload of Rule 9 Interns. Contactor may employ interns qualified under Admission to Practice Rule 9 who perform work pursuant to this Agreement. Rule 9 interns shall remain under the supervision of the Contractor, and an attorney for Contractor shall remain responsible for the cases for which the Rule 9 provides services.

B. Qualifications OF Rule 9 Interns. Rule 9 interns shall be required to abide by Sections VII and VIII except that Rule 9 interns shall not be required to complete the training requirements of Section VIII, and in place of the requirement to satisfy the minimum qualifications to practice law as established by the Washington Supreme Court, the Rule 9 intern must comply with the provisions of APR 9. Rule 9 interns shall be closely monitored by the more senior attorneys of the Contractor.

X DISCOVERY TO BE PROVIDED

The City shall provide Contractor one (1) copy of all discoverable material concerning each assigned case.

XI. NUMBER OF ATTORNEYS EMPLOYED

At the time of signing this Agreement, Contractor employs one full time attorney to fulfill the terms and obligations of this contract. Contractor shall provide no less than the number of fulltime equivalent positions so as not to exceed the caseload limitations provided for in this Agreement.

XII. CASELOAD LIMITS PER FULLTIME EQUIVALENT POSITION

A. Caseload Limits in General. Contractor shall maintain a caseload such that it can provide each and every defendant effective assistance of counsel as required by this Agreement. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed to no more than 400 cases per year, or an amount as permitted by CrRLJ 3.1.

B. Case Defined. For the purposes of this section, the term “case” shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503 or 46.61.504.

XIII. REFUSING APPOINTMENTS

Caseload Monitoring. Contractor shall continually monitor the caseload and performance of Contractor as a whole and each attorney providing services pursuant to this Agreement.

XIV. EXPERTS AND INVESTIGATORS

Contractor may retain experts and investigators of the Contractor's choosing as deemed necessary to the effective defense of the defendant, and may apply to the court for such services pursuant to applicable court rules. Court approved fees for expert witnesses and services shall be paid by the City in addition to costs and expenses identified in Compensation section below.

XV. COSTS OF TRANSCRIPTION

The City agrees to reimburse the Contractor for all reasonable costs associated with obtaining and transcribing trial court records for appeal purposes if such costs have not been waived.

XVI. CONFLICTS OF INTEREST

Contractor shall maintain a database of client information sufficient for the Contractor to determine the existence of any conflicts of interest. In the event representation of a defendant would constitute a conflict of interest, Contractor shall take such action as is appropriate pursuant to the Rules of Professional Conduct. In the event the Contractor is disqualified or excused as counsel of record due to a conflict of interest, Contractor shall not be required to pay any compensation to another attorney assigned to represent the defendant.

XVII. INTERNAL PERFORMANCE MONITORING AND ATTORNEY SUPERVISION

A. Performance Monitoring In General. Contractor shall establish a program for managing the performance of attorneys who provide the services called for in this Agreement. The performance monitoring program shall have the purpose of ensuring that each defendant receives effective assistance of counsel, and the terms and conditions of this Agreement are met. The monitoring program shall be developed and administered by the Contractor, and shall:

1. Be actively performed and managed by a partner-level attorney of the Contractor;
2. Be continual in nature. Monitoring shall occur no less than quarterly; provided, caseload monitoring shall occur no less than weekly;
3. Monitor the caseload of the Contractor and each attorney providing services pursuant to this Agreement;
4. Monitor the performance of each employee who provides services pursuant to this Agreement;
5. Hold employees accountable for deficient performance of the services called for in this Agreement;
6. Have measures to correct the deficient performance of employees performing under this Agreement; and
7. Contain measures to develop and improve the performance of each employee providing services pursuant to this Agreement.)

B. Monitoring Program – Scope of Review. The monitoring program shall, at a minimum, be designed to review the following of each attorney or Rule 9 intern:

1. Knowledge of the law and expectations of criminal defense counsel
2. Preparation of cases
3. Responsiveness to clients
4. Effectiveness of in-court interactions with clients
5. Effectiveness in the courtroom
6. Negotiation skills and strategy
7. Attorney or Rule 9 caseload

XVIII. REMOVAL OF ATTORNEY

A. Removal by Contractor. In the event Contractor determines, through its internal performance monitoring and attorney supervision program that an attorney or Rule 9 intern working for Contractor fails to comply with the terms of this Agreement, then Contractor shall immediately take action to prevent that attorney or Rule 9 from providing the services called for in this Agreement.

B. Recommendation of Removal by City. In the event the City determines that an attorney working for the Contractor has breached this Agreement, the City may, at its sole discretion and as an alternative to termination of this Agreement, require Contractor to take action to prevent that attorney from providing the services called for in this Agreement.

XIX. REPORTS OF CONTRACTOR

Contractor shall maintain a case reporting and case management information system, and shall submit reports to the City upon demand.

B. Reports shall contain the following information:

1. Number of cases to which Contractor was appointed
2. The names of defendants to which Contractor was appointed
3. The case number
4. The date of appointment
5. The charge(s) filed against the defendant

6. The number of appellate level cases pending

C. Contactor shall not be required to compromise any attorney-client privilege when providing these reports.

XX. TERMINATION

A. For Cause. The City or the Contractor may terminate this Agreement immediately in the event the other party breaches the Agreement and such breach is not corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party. Each and every term of this Agreement is material. The failure of any party to comply with any term of this Agreement shall constitute a breach of this Agreement.

B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Without Cause. Either party may terminate this Agreement at any time without cause upon giving the non-terminating party not less than ninety (90) days prior written notice.

XXI. CONTINUATION OF REPRESENTATION AFTER TERMINATION

In the event of termination of this Agreement, Contractor shall continue representation of defendants to whom Contractor was assigned prior to the termination until such time as another defender has been appointed to represent such defendants. Except in cases in which the Contractor is unable to provide services in conformance with this Agreement, Contractor shall not submit to the court a motion to withdraw from representing defendants to which the Contractor was assigned until such time as new counsel has submitted a motion to substitute counsel.

XXII. NON-DISCRIMINATION

Contractor shall not discriminate in the hiring of employees or the provision of services pursuant to a contract with the City.

XXIII. PROOF OF LIABILITY INSURANCE

Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described below:

A. Minimum Scope of Insurance:

1. The minimum amount of insurance required by Chapter 46.29 RCW for automobiles covering all owned, non-owned, hired and leased vehicles.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional liability insurance appropriate to Public Defender's profession.

B. Minimum Amounts of Insurance:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

XXIV. INDEMNIFICATION

Contractor shall indemnify, defend, and hold the City, its elected officials, officers, and employees harmless from any and all claims whatsoever related to or arising from the performance of the Contractor's obligations pursuant to this Agreement, including but not limited to claims arising out of the errors and omissions of the Contractor relating to the representation or lack of representation of clients, and/or by reason of accident, injury, or death caused to any persons or property of any kind occurring during the performance or lack thereof of the work required by this Agreement, or traveling to or from any place to perform the work required by this Agreement, except to the extent they are caused by the sole negligence of the City. The failure of the Contractor to carry insurance in a quantity sufficient to defend a claim or lawsuit or cover any judgment that results shall not operate to limit the Contractor's indemnification or defense of the City. This indemnification section shall survive the expiration or termination of this Agreement.

XXV. COMPENSATION

A. Payment for Services. The City shall provide to Contractor for services rendered under this Agreement the sum of FOUR THOUSAND (\$4,000.00) per month from January 1, 2016 through the final day of December, 2016, FOUR THOUSAND TWO HUNDRED AND FIFTY (\$4,250.00) per month from January 1, 2017 through the final day of December, 2017, and FOUR THOUSAND FIVE HUNDRED (\$4,500.00) per month from January 1, 2018 through the final day of December, 2018. Additionally, the City shall pay \$350.00 per jury trial, \$500.00 per Appeal, and \$250.00 per case for every case exceeding 200 within any given year. Attorney shall bill the City each month for services rendered herein. In the event this Agreement is terminated pursuant to the provisions set forth in this Agreement, the Contractor's compensation shall be prorated based upon the number of months and portions of months which have elapsed between the commencement of the year and the effective date of termination.

B. Billing. The Contractor shall bill the City, in care of the City's Accounts Payable Division, on the first week of the month for the monthly installment, and any transcription costs as permitted by this Agreement.

C. Payment. The City shall make payments within 30 days of receipt of Contractor's bill. Except as provided elsewhere in this Agreement, the payment set forth in this section shall be inclusive of administrative costs, support costs, and all costs associated with the conduct of the Contractor's business.

XXVI. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or of any interest in this Agreement shall be made by either of the parties, without prior written consent of the non-assigning party.

XXVII. AGREEMENT APPLICABLE TO ALL EMPLOYEES AND VOLUNTEERS

The terms of this Agreement shall apply to all persons who are employed by, or who volunteer for, the Contractor, including but not limited to attorneys, interns, paralegals, office assistants, secretaries, and investigators.

XXVIII. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR AND NOT EMPLOYEE

This Agreement calls for the performance of the services of the Contractor as an independent contractor and Contractor will not be considered an employee of the City for any purpose. Contractor shall secure at its own expense and be responsible for any and all payment of income tax, social security, state disability insurance compensation, unemployment compensation, worker's compensation, and all other payroll deductions for the Contractor and its officers, agents, and employees and the costs of all professional or business licenses in connection with the services to be performed hereunder. Contractor shall be solely responsible for any and all claims or lawsuits filed against Contractor by personnel employed by the Contractor related to the conditions or terms of employment by the Contractor, and the Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits. Contractor further agrees that its employees are not considered employees of the City for the purposes of participating in any state or federal program, including but not limited to the retirement program provided by the Washington Department of Retirement Services, and in the event that a claim is made to the contrary by any employee or volunteer of the Contractor, Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits and shall pay all awards ordered against the City for such claims or lawsuits.

XXIX. ADDITIONAL SERVICES

Contractor may be requested to perform additional services beyond the original scope of services as defined in section 1 of this Agreement. Such work will be undertaken only upon written authorization of the City based upon an agreed amount of compensation.

XXX. NOTICES

All notices and other written documentation shall be sent to the parties at the following addresses unless otherwise requested in writing:

City of Covington:
Regan Bolli, City Manager
City of Covington
16720 SE 271st Street, Ste. 100
Covington, WA 98042

Contractor:
Michael G. Bejarano
Cordi & Bejarano, Inc., P.S.
1020 "A" St. SE, Ste. 7
Auburn, WA 98002

XXXI. ENTIRE AGREEMENT – AMENDMENTS

This instrument contains the entire Agreement between the parties for the contemplated work and services to commence January 1, 2016, and it may not be enlarged, modified, altered, or amended except in writing signed and endorsed by the parties.

XXXII. EFFECTIVE DATE

The terms of this Agreement shall take effect on January 1, 2016.

CITY:
City of Covington

ATTORNEY:
Cordi & Bejarano, Inc., P.S.

Print Name: _____
Title: _____
Dated: _____

Print Name: _____
Title: _____
Dated: _____

ATTEST:

_____, City Clerk

APPROVED:

Consent Agenda Item C-7

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: CONSIDER AUTHORIZING REPLACEMENT FUNDS TO BE EXPENDED FOR ONE NEW VEHICLE AND KEEP #3383 IN THE FLEET.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. New/Replacement Vehicle Request Form (Attachment E – Fleet Policy)

PREPARED BY: Ross Junkin, Maintenance Supervisor

EXPLANATION:

Staff is seeking council's approval to purchase one vehicle per the city's Fleet Management Policy, Section 11.

The city currently owns the following vehicle:

- Asset #3383 – 2005 Ford F250 pickup (VIN 1FTSX2051ED27397)

Staff is seeking council authorization to use the replacement funds for vehicle #3383 to purchase a new flatbed dump truck that will greatly increase the usefulness of this Maintenance (Parks) assigned truck.

Staff also seeks authority to keep vehicle #3383 (2005 Ford 250) pickup in the fleet. This truck will continue to be assigned to Parks Maintenance. In 2015 we hired one (9 month) Parks seasonal employee to assist in Parks Maintenance. Having two vehicles assigned to Parks Maintenance will greatly improve efficiency as the two Parks Maintenance employees will no longer need to take multiple trips to transport the mowers, gator, and other equipment to the parks. It would also allow the two parks assigned employees to be in separate locations rather than always needing to travel together.

ALTERNATIVES:

1. Not keep vehicle #3383 in the fleet and surplus it.
2. Not use existing replacement funds to purchase a new vehicle that will better serve the Maintenance Division (Parks) and keep vehicle #3383.

FISCAL IMPACT:

Replacement funds for vehicle #3383 coupled with the funds approved in a 2016 decision card will be used to purchase a new flatbed dump truck for Parks Maintenance operations.

The new vehicle is scheduled to be a 2016 Ford F550 Flatbed Dump, four-wheel drive, crew cab. The new vehicle will be purchased through a state joint purchasing contract for \$59,800.00 Available funds for purchasing this truck include:

- Asset #3383 – 2005 Ford F250 currently has \$22,507.53 set aside for replacement.
- 2016 Decision Card approved \$37,500 additional funds for this vehicle replacement.
- Ongoing replacement funds for newly purchased flatbed dump.

Keeping vehicle #3383 in the fleet will have a small impact on the current budget but will have significant benefits in efficiency and flexibility. Replacement funds for #3383 (old vehicle) can be reevaluated and considered in future budget cycles. The impact on the budget for keeping this vehicle in the fleet will impact the budget as follows:

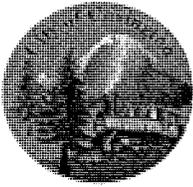
- \$2,000/year for fuel, maintenance, and repairs.

Just to clarify, the new vehicle has ongoing replacement funds included for future budgets (standard procedure). The existing (#3383) vehicle that we are requesting that we keep in the fleet and not surplus will no longer have ongoing replacement funds at this time.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize replacement funds to be used to purchase a new vehicle and to keep vehicle #3383 in the fleet.

REVIEWED BY: City Manager, Finance Director



City of Covington
New/Replacement Vehicle Request

PO#	Work Order #	Total Estimated Cost	Department Approval
		\$2,000 / yr	<i>[Signature]</i>
Purchase Fund	Council Approval	Purchase Approval Date	Fleet Manager Approval
		N/A	<i>[Signature]</i>

Department: PUBLIC WORKS

Fund Assigned Purchase: PARK MAINTENANCE

Vehicle Type: Car Small SUV/Pickup Large SUV/Pickup Large Truck
 Heavy Equipment Other: _____

Purchase Details: #3383: This vehicle is requested to remain in the Fleet (Parks Maint.). No replacement funds will be set aside for this vehicle at this time.

Timeline: Arrival Date: N/A Replace Date: N/A

Replacement: No Yes Vehicle ID: N/A Replacement Date: N/A

Annual Costs: \$ 2,000

Equipment Needed: —

Equipment Estimate: —

Total Budgeted Amount Available: _____

Notes: Will use existing budgeted dollars for fuel + maintenance/repairs for this vehicle.
Having two vehicles assigned to Parks Maintenance will greatly improve efficiency as the two Parks Maintenance employees will no longer need to take multiple trips to transport the mowers, gator, and other equipment to the parks. It would also allow the two parks assigned employees to be in separate locations rather than always needing to travel together.

Agenda Item 1

Covington City Council Meeting

Date: January 26, 2016

SUBJECT: CONSIDER PROPOSED AMENDMENTS TO COVINGTON'S MUNICIPAL CODE (CMC) TITLE 8 AND 18 RELATING TO USE, STORAGE, SETBACKS, SCREENING, AND PERMITTING OF RECREATIONAL VEHICLES (RVS) IN RESIDENTIAL ZONES.

RECOMMENDED BY: Planning Commission

ATTACHMENT(S):

1. Proposed Ordinance adopting amendments to CMC Titles 8 and 18 relating to use, storage, setbacks, screening and permitting of recreational vehicles in residential zones
2. Exhibit A: Proposed Zoning Code Amendments for use, storage, setbacks, screening, and permitting of recreational vehicles in residential zones
3. Typical layout and placement for storage of recreational vehicles on residential lots

PREPARED BY: Richard Hart, Director of Community Development
Brian Bykonen, Associate Planner & Code Enforcement Officer

EXPLANATION:

Background

At the request of the city council, as part of the 2015 planning commission work program, the city's staff and planning commission reviewed current CMC regulations governing use, storage, setbacks, and screening of recreational vehicles (RVs).

The city's current RV regulations are minimal and unclear about the use and storage of RVs. This has presented problems when people want to occupy RVs for temporary purposes, often while family members visit. Many of our regulations are left over from King County regulations adopted when the city incorporated in 1997 and have not been comprehensively evaluated and updated in that ensuing 18 years. In addition, storage of many RVs in residential neighborhoods has become a common code enforcement complaint.

This issue can affect the livability and quality of neighborhoods, depending upon the lot size and density of the neighborhood, the number of RVs stored on a lot, and the length of time a visiting individual wants to park and live in an RV. Adjusting our code in these areas will improve our code enforcement administration and hopefully reduce complaints caused by storage of RVs in front and side yards.

Proposed Code Amendment Summary Highlights for Recreational Vehicles

Highlighted below is a summary of the CMC provisions staff and the planning commission recommend to amend: (See Attachment 2 for the specific recommended amendments)

1. CMC 8.10.010 Defining nuisance vehicles and providing for their removal.
2. CMC 8.10.020 (2) Adding damaged and inoperable recreational vehicles to the nuisance vehicle category.
3. CMC 8.10.050 (1) Prohibiting for abatement of nuisance vehicles, including recreational vehicles.
4. CMC 18.20.060 Adding camping trailers, camper vans and tent vehicles to the definition of recreational vehicles.
5. CMC 18.50.190 Providing for new regulations governing the parking, storage and habitation of recreational vehicles, issuance of a temporary use permit for said habitation, and screening requirements for storage of recreational vehicles in side or rear yards.
6. CMC 18.85.110 and 120 Adding provisions for temporary use permits for recreational vehicles.

Attachment 3 is a sample diagram depicting the proposed CMC amendments regarding RVs. This diagram shall not be adopted as part of the CMC and shall not be used to determine compliance with the CMC.

Review Process

A SEPA Determination of Non-Significance (DNS) for the proposed code amendments was issued on September 11, 2015, and no comments or appeals were received on the amendments from other state or local agencies, or the public. The State Department of Commerce was also notified for their 60-day state required review of local ordinance changes on August 13, 2015.

The planning commission discussed the proposed CMC amendments at public meetings on July 16 and August 6, 2015. The commission held their required public hearing on September 17, 2015, and no one testified or offered comments. The commission took final action with a recommendation to the council on November 5, 2015.

At tonight’s city council meeting, council members will review, discuss, and consider the planning commission’s recommendation and proposed amendments to the CMC. The council may approve and adopt the amendments as provided in Attachment 2, modify the commission recommendation, or refer the regulations back to the commission and staff for further study.

ALTERNATIVES:

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

FISCAL IMPACT:

None, outside of the minimal staff time to administer and enforce the regulations after adoption.

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an Ordinance, in substantial form as attached hereto, to amend portions of Title 8 and 18 of the Covington Municipal Code relating to use, storage, setbacks, and screening of recreational vehicles in residential zones.

REVIEWED BY: City Manager; Finance Director; City Attorney.

ATTACHMENT 1

ORDINANCE NO. 05-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON AMENDING THOSE PORTIONS OF THE COVINGTON MUNICIPAL CODE (CMC) CHAPTERS 8.10, 8.20, 8.30, AND CHAPTERS 18.50 AND 18.85, ALL RELATING TO THE USE, STORAGE, SETBACK, SCREENING, AND PERMITTING REQUIREMENTS FOR RECREATIONAL VEHICLES (RVs); PROVIDING FOR CORRECTIONS AND SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 35A.63 of the Revised Code of Washington (RCW) empowers the City of Covington to enact land use and zoning regulations, including use, storage, setback, screening, and permitting of recreational vehicles in residential zones; and

WHEREAS, city staff transmitted the proposed amendments to the Covington zoning regulations governing the use, storage, setback, screening, and permitting requirements for recreational vehicles (RVs) to the Washington State Department of Commerce on August 13, 2015, as required under RCW 36.70A.106, and has received no comments from state agencies; and

WHEREAS, the city's SEPA Official conducted a SEPA review and issued a Determination of Non-Significance on September 11, 2015; and

WHEREAS, amendments to Covington's zoning regulations for use, storage, setback, screening, and permitting of recreational vehicles were discussed by the planning commission at their September 17, 2015 and November 5, 2015 meetings; and

WHEREAS, on November 5, 2015, the planning commission held a duly noticed public hearing and considered the amendments to the zoning regulations for recreational vehicles and forwarded a recommendation to approve to the city council on November 19, 2015; and

WHEREAS, the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan; and

WHEREAS, the proposed amendments make Covington's regulations of recreational vehicles more consistent with surrounding jurisdictions; and

WHEREAS, the proposed amendments serve to clean up inconsistencies and outdated provisions from the originally adopted King County zoning code adopted upon incorporation of the city; and

WHEREAS, the proposed amendments provide a somewhat more restrictive approach to use and storage of recreational vehicles to protect the public health, safety, and general welfare on residential lots; and

WHEREAS, the city council, upon review of the facts, findings and recommendations of the planning commission and after reviewing information provided by city staff, find that all applicable and substantive requirements of the law have been met, that the adoption of this ordinance promotes the public health, safety and general welfare of the community, and that the adoption of this ordinance serves the public interest.

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

Section 1. CMC Chapters 8.10, 8.20, 8.30, 18.50, and 18.85 are hereby amended as set forth in the attached Exhibit A, incorporated fully herein by this reference.

Section 2. This ordinance shall be in full force and effect five days after publication in the city's newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Section 3. If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and ordinances and/or resolutions modified by it shall remain in full force and effect.

Section 4. Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Passed by the City Council on the 26th day of January, 2016, and signed in authentication thereof.

Mayor Jeff Wagner

PUBLISHED: January 29, 2016
EFFECTIVE: February 3, 2016

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM ONLY:

Sara Springer, City Attorney

**ATTACHMENT 2
ORDINANCE NO. 05-2016
EXHIBIT A**

**CMC Chapter 8.10
ABATEMENT OF ~~JUNK~~ NUISANCE VEHICLES AND ~~VEHICLE~~ STORAGE**

Sections:

Article I. ~~Junk~~ Vehicles

- 8.10.010 Purpose.
- 8.10.020 Definitions.
- 8.10.030 Certification.
- 8.10.040 Exemptions.
- 8.10.050 Abatement of Nuisance Vehicles. ~~Junk vehicle violation — Remedy.~~

Article II. ~~Vehicle~~ Storage

- ~~8.10.060 — Storage of certain vehicles and components prohibited.~~
- ~~8.10.070 — Exceptions.~~
- ~~8.10.080 — Vehicle storage violation — Penalty.~~
- 8.10.0960 Third party liability.

Article I. ~~Junk~~ Vehicles

8.10.010 Purpose.

The purpose of this chapter is to preserve the character and safety of the city's neighborhoods by eliminating ~~junk~~ nuisance vehicles and ~~improperly stored vehicles~~ as nuisances from private property, and to provide procedures for the removal of ~~junk~~ nuisance vehicles and ~~improperly stored vehicles~~ as authorized by RCW 46.55.240.

8.10.020 Definitions.

For the purposes of this chapter the following words shall have the following meanings:

- (1) "~~Code compliance enforcement officer~~" means a code enforcement officer, the director of ~~planning and community development~~, or the director of community development's designee.
- (2) "~~Junk motor vehicle~~" means any vehicle substantially meeting three of the following requirements:
 - (a) ~~Is extensively damaged, such damage including, but not limited to, broken windshields, missing wheels, tires, motor or transmission;~~
 - (b) ~~Is apparently inoperable;~~
 - (c) ~~Is without a valid current license plate and tabs;~~
 - (d) ~~Has an approximate fair market value equivalent only to the approximate value of the scrap in it.~~

(2) “Nuisance vehicle” means and includes any car, truck, motorcycle, boat, trailer, recreational vehicle (RV), self-propelled construction equipment or heavy machinery, or any other motorized or non-motorized means of conveyance, or any part thereof, and which:

(a) Meets any one of the following criteria:

(i) Is extensively damaged, such damage including, but not limited to, any of the following: a broken window or windshield or missing wheels, tires, motor, or transmission;

(ii) Is apparently inoperable;

(iii) Has an approximate fair market value equal only to the approximate value of the scrap in it; and

(b) Is not validly licensed and/or registered under the laws of the state of Washington.

(3) “Owner” or “property owner of record” means any person owning property as shown on the real property records of King County or on the last assessment roll for taxes, and shall also mean any lessee, tenant or other person having control or possession of the property.

(4) “Property” means land and any buildings or structures located thereon.

(5) “Vehicle” has the same definition as the definition of “vehicle” in RCW 46.04.670.

~~(5) “Recreational vehicle” means a camping trailer, travel trailer, motor home, truck camper and any similar vehicular-type units primarily designed as temporary living quarters for recreational, camping or travel use, with or without motor power, being of such size and weight as to be operable over highways without requirement of a special highway movement permit. (Ord. 22-01 § 1; Ord. 79-98 § 1)~~

8.10.030 Certification.

The code ~~compliance~~ enforcement officer may inspect and certify, to the best of his or her knowledge, that a vehicle meets the requirements of a ~~junk motor~~ nuisance vehicle. Such certification shall be in writing and shall record the make of the vehicle, the vehicle identification number, and the license plate number of the vehicle, if available. The code ~~compliance~~ enforcement officer shall also describe in detail at least three (3) of the following:

(1) The model year and age of the vehicle;

(2) The damaged or missing equipment or condition of the vehicle;

(3) The factors supporting a determination that the vehicle is apparently inoperable;

(4) The absence of a valid, current license plate; and

(5) The approximate fair market value of the vehicle and the value of the scrap in it. (Ord. 22-01 § 1; Ord. 79-98 § 1)

8.10.040 Exemptions.

The provisions of this chapter relating to junk nuisance vehicles shall not apply to the following:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130. (Ord. 22-01 § 1; Ord. 79-98 § 1)

8.10.050 ~~Junk Abatement of nuisance vehicles—Remedy.~~

(1) ~~Unless exempted under CMC 8.10.040, it shall be a violation of this chapter and a public nuisance to park, store, or abandon junk nuisance vehicles on private property. all nuisance vehicles placed or situated upon private property within Covington city limits are public nuisances to be abated and shall be subject to the penalties and enforcement remedies as set forth in Chapter 1.30 CMC.~~

(2) If the city determines that such a violation has occurred or is occurring, the city shall ~~remedy~~ abate said violation in accordance with the civil code enforcement procedures established in Chapter 1.30 CMC; except that the last registered and legal owner(s) of the junk nuisance vehicle and the property owner of record shall be given any notice required by Chapter 1.30 CMC. Said notice need not be provided to the last registered and legal owner(s) of the nuisance vehicle if the vehicle is in such condition that the identification numbers cannot be readily determined or if the property owner has prevented access to the vehicle.

(3) If the city invokes CMC 1.30.080 170 and abates the junk nuisance vehicle(s), the vehicle(s) or part(s) thereof shall be removed by a licensed tow truck operator or hulk hauler. The ~~code compliance enforcement~~ officer shall give notice to the Washington State Patrol and to the Washington State Department of Licensing that the vehicle has been wrecked.

(4) Pursuant to CMC 1.30.080 170, the costs and expenses of ~~correcting~~ abating the violation shall be assessed against the last registered owner of the nuisance vehicle and/or the property owner of record; ~~except that the owner of the property on which the vehicle is located may appear in person at the hearing provided for in CMC 1.30.070, or present a written statement in time for consideration at said hearing, denying responsibility for the presence of the nuisance vehicle, with his/her reasons for the denial. If it is determined at the hearing that the nuisance vehicle was placed on the property without the consent of the owner and that he/she has not subsequently acquiesced in its placement, then the city shall not assess the costs and expenses of correcting the violation against the property upon which the vehicle or item is located or otherwise attempt to collect said costs and expenses from the owner.~~ (Ord. 22-01 § 1; Ord. 79-98 § 1)

(5) This section shall apply even in cases where the owner has given permission for the vehicle to be left on the property.

Article II. Vehicle Storage

8.10.060 Storage of certain vehicles and components prohibited.

No person owning, leasing, renting, occupying, being in possession of or having charge of any property in the city, including vacant lots, shall retain or store, except as may be permitted by any other city ordinance, any of the following:

- (1) One or more wrecked, dismantled or partially dismantled, inoperative, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles;
- (2) Body parts, engines or drive-train parts, or any other parts, assemblies or components of automobiles and other motor vehicles;
- (3) Any recreational vehicle, boat or trailer within the required front yard setback area unless parked and/or stored within a driveway in the front setback area;
- (4) Any pickup truck campers or canopies (not mounted on a pickup truck) within the required front yard setback area unless parked and/or stored within a driveway in the front setback area. (Ord. 22-01 § 1; Ord. 79-98 § 1)

8.10.070 Exceptions.

The provisions of CMC [8.10.060](#) shall not apply to the following:

- (1) A vehicle, recreational vehicle, boat, trailer, or component thereof which is completely enclosed within a building in lawful manner where it is not visible from the street or other public or private property; or
- (2) A vehicle, recreational vehicle, boat, trailer, or component thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130. (Ord. 22-01 § 1; Ord. 79-98 § 1)

8.10.080 Vehicle storage violation – Penalty.

- (1) Unless exempted under CMC [8.10.070](#), it shall be a violation of this chapter to retain or store any vehicle or component thereof described in CMC [8.10.060](#) in violation of said section.
- (2) If the city determines that such a violation has occurred or is occurring, the city shall remedy said violation in accordance with the civil code enforcement procedures established in Chapter [1.30](#) CMC; except that the last registered owner of the vehicle/component and the property owner of record shall be given any notice required by Chapter [1.30](#) CMC. Said notice need not be provided to the last registered owner of the vehicle/component if the vehicle is in such condition that the identification numbers cannot be readily determined or if the property owner has prevented access to the vehicle.
- (3) If the city invokes CMC [1.30.080](#) and abates the vehicle(s)/component(s) retained or stored in violation of CMC [8.10.060](#), the vehicle(s)/component(s) shall be removed by a licensed tow truck

operator or hulk hauler. The code compliance officer shall give notice to the Washington State Patrol and to the Washington State Department of Licensing that the vehicle has been wrecked.

~~(4) Pursuant to CMC [1.30.080](#), the costs and expenses of correcting the violation shall be assessed against the last registered owner of the vehicle and/or the real property owner of record; except that the owner of the real property on which the vehicle is located may appear in person at the hearing provided for in CMC [1.30.070](#) or present a written statement in time for consideration at said hearing, denying responsibility for the presence of the vehicle on the property, with his/her reasons for the denial. If it is determined at the hearing that the vehicle was placed on the property without the consent of the owner and that he has not subsequently acquiesced in its placement, then the city shall not assess the costs and expenses of correcting the violation against the property upon which the vehicle or item is located or otherwise attempt to collect said costs and expenses from the owner. (Ord. 22-01 § 1; Ord. 79-98 § 1)~~

8.10.0960 Third party liability.

(1) It is expressly the purpose of this chapter to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

(2) It is the specific intent of this chapter to place the obligation of complying with its requirements upon the registered owner and property owner of record, and no provisions or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers and employees, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

(3) Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of a property owner or registered owner to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents. (Ord. 22-01 § 1; Ord. 79-98 § 1)

Chapter 8.30
NUISANCES

8.30.030 Nuisances declared.

The following specific acts, omissions, places and conditions are declared to be public nuisances:

- (1) Erecting, continuing or using any building or other place in the city for the exercise of any trade, employment or manufacturing operation, which by occasioning noxious exhalation, offensive smells or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public;
- (2) Keeping or maintaining any dangerous, decaying, falling, or damaged dwelling, or other structure;
- (3) Keeping, using or maintaining any pen, stable, lot, place or premises in which any animal may be confined or kept, in such a manner to be noxious, foul or offensive to individuals or the public;
- (4) Obstructing or encroaching upon or rendering unsafe for passage any public highway, private street, street, alley, sidewalk, crossing, park, square, driveway, lake, or stream in the city; provided, that this subsection shall not apply to events, parades, or the use of the streets or public rights-of-way when authorized by the city;
- (5) Making or keeping any explosive or combustible substance in the city, or carrying it through the streets thereof, in a quantity or manner prohibited by Chapter 70.74 RCW;
- (6) Placing, depositing, keeping, having or leaving in or upon any private lot, building, structure or premises or in or upon any street, avenue, park, sidewalk, waterway, parkway or public or private place in the city any one or more of the following conditions, places or things:
 - (a) Any putrid, unhealthy or unwholesome bones, meat, hides, skins, or the whole or any part of any dead animal, fish or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles;
 - (b) Privies, vaults, drains, sewer and septic tanks, cesspools, sumps, pits or like places which are not securely protected from flies or rats, or which are noxious, foul, malodorous or injurious to the public health;
 - (c) Vegetation which constitutes a fire hazard or a health hazard;
 - (d) Refuse or feces which constitute a health hazard;
 - (e) Vegetation which overhangs a street, sidewalk or alley in such a way as to impede the free and full use of said street, sidewalk or alley, and vegetation which obstructs the vision of drivers such that traffic regulation signs or view of an intersection is obstructed from a position of 30 feet or closer to the intersection, and vegetation which creates injury to or other opportunity or risk of injury to passersby of the general public;

(f) Animal manure in any quantity which is not securely protected from flies and/or the elements, or which is kept or handled in violation of any ordinances of the city;

(g) An accumulation of material, including but not limited to tin cans, bottles, glass, plastic, scrap metal, ashes, wire, bric-a-brac, broken crockery, broken glass, broken plaster, trash, litter, weeds, grass, rags, garbage, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing straw, or other packing materials or building materials which are not properly stored or neatly piled, and all such trash or abandoned material unless the same be kept in covered bins or galvanized iron receptacles approved by the enforcement officer; provided, however, this section shall exclude residential composting piles not greater than 25 square yards in area;

(h) Broken or discarded furniture, furnishings, appliances, household equipment and other similar items, in any front yard, back yard, side yard or vacant lot;

(i) Any abandoned, unattended or discarded icebox, refrigerator, freezer or other container having an air-tight door or lid and a snap lock or other locking device which may not be easily released from the inside when such lid or door is in a closed position;

(j) In a place accessible to children, any attractive nuisance dangerous to children, including but not limited to any abandoned, broken or neglected equipment, machinery, refrigerator, freezer or other large appliance;

(k) Any abandoned or unused well, pit, shaft, cistern, or storage tank without first demolishing or removing from the premises such storage tanks, or securely closing and barring any entrance or trapdoor thereto, or without filling any well, pit, shaft or cistern or capping the same with sufficient security to prevent access thereto;

(l) Nonoperational or abandoned vehicles or parts thereof, or other articles of personal property that are discarded or left in a state of partial construction or repair in any front yard, side yard, rear yard, or vacant lot. The responsible person may have on his or her premises, at any one time, only one (1) nonoperational or abandoned vehicle outside an enclosed building for a period not to exceed fourteen (14) days.

Chapter 18.20
TECHNICAL TERMS AND LAND USE DEFINITIONS

18.20.960 Recreational vehicle (RV).

“Recreational vehicle (RV)” means a motorized vehicle designed primarily for recreational camping, travel, or seasonal use which has its own motive power or is mounted on or towed by another vehicle, including but not limited to:

- (1) Travel trailers;
- (2) ~~Folding~~ Camping trailers;
- (3) ~~Park Tent~~ trailers;
- (4) Truck campers;
- (5) ~~Park trailer~~ Camper vans;
- (6) Motor homes; and
- (7) Multi-use vehicle. (Ord. 42-02 § 2 (21A.06.960))

Chapter 18.50
DEVELOPMENT STANDARDS—PARKING AND CIRCULATION

- 18.50.010 Purpose.
- 18.50.020 Authority and application.
- 18.50.030 Computation of required off-street parking spaces.
- 18.50.040 Shared parking requirements.
- 18.50.050 Exceptions for community residential facilities (CRFs) and senior citizen assisted housing.
- 18.50.060 Parking for the disabled.
- 18.50.070 Loading space requirements.
- 18.50.080 Stacking spaces and restrictions for drive-through facilities.
- 18.50.090 Transit and rideshare provisions.
- 18.50.100 Pedestrian and bicycle circulation and access.
- 18.50.110 Off-street parking plan design standards.
- 18.50.120 Off-street parking construction standards.
- 18.50.130 Compact car allowance requirements.
- 18.50.140 Internal circulation street standards.
- 18.50.150 Trail improvements and connections.
- 18.50.160 Electric vehicle charging station requirements – Downtown zones.
- 18.50.170 Electric vehicle charging station requirements – R-18, MR, NC, CC, RCMU, and I zones.

- 18.50.180 Electric vehicle charging station design standards.
- 18.50.190 Recreational vehicles—Parking, storage, and habitation.

18.50.190 Recreational vehicles—parking, storage, and habitation.

(1) The parking or storage of recreational vehicles, except for loading and unloading activities completed within a three (3) day period within any given two (2) week period, is not permitted unless there is compliance with the following:

(a) The recreational vehicle is housed within a vented garage or within a carport which is sight-screened from abutting properties by solid board fencing or sight-obscuring landscaping at least six feet (6 ft) in height.

(b) The recreational vehicle may be located within a side or rear yard if in compliance with setback requirements applicable to accessory structures and sight-screened from abutting properties by solid board fencing or sight-obscuring landscaping at least six feet (6 ft) in height. The recreational vehicle does not need to be parked on an approved impervious surface if parked within a side or rear yard.

(c) If there is no reasonable access to a rear or side yard, one (1) recreational vehicle may be located in the front yard driveway as follows:

(i) In the driveway perpendicular to the right-of-way, provided setback requirements applicable to the primary structure are met.

(ii) A recreational vehicle stored under this subsection (3)(c) must be licensed and operable.

(2) For purposes of this section, all sides of a property which abut a right-of-way constitute a front yard.

(3) It is a violation of this section to sleep in, or use for any other habitation or residential purposes, a recreation vehicle or boat parked, placed, or situated on private property for more than seven (7) days in any one hundred and eighty (180) day period, except as allowed by subsections 4, 5, and 6 of this section. Should there be any discrepancy between the provisions of subsections 4, 5, and 6 of this section and Chapter 18.85—Nonconformance, Temporary Uses, and Re-use of Facilities, the provisions of subsections 4, 5, and 6 of this section shall prevail.

(4) One (1) recreational vehicle may be used as a temporary dwelling on a lot already containing another dwelling unit for a period not to exceed thirty (30) days upon issuance of a temporary use permit by the City pursuant to the provisions of this subsection and CMC 18.85.100.

(a) The temporary use permit issued must be affixed to the recreational vehicle in such a manner that it is prominently displayed and visible, to the extent possible, from a public right-of-way.

(b) Recreational vehicles meeting the requirements of this subsection may be parked within a front yard driveway, need not be sight-screened, and need not comply with accessory structure setback requirements for the effective period of the temporary use permit.

(c) No more than one (1) temporary use permit may be granted for a given property within any ~~six (6)~~ month period.

(5) As to recreational vehicles only, the requirements of this section shall not apply to a residence if one or more occupants thereof has a current windshield placard or special license plate issued to them by the State of Washington as a qualified disabled person in accordance with RCW 46.19.010. Persons claiming this exemption shall apply to the director for approval thereof. The director shall establish procedures and standards for acting on exemption requests hereunder. Only one (1) recreational vehicle per residence may be exempted under this provision.

(6) Based on a written request, the director may permit a recreational vehicle of any size to be used as a temporary dwelling on a single-family residential lot where the primary dwelling unit is unsafe to occupy by reason of disaster or accident such as fire, wind, earthquake, or other similar circumstance, provided:

(a) The recreational vehicle may be occupied for a maximum of twelve (12) months from the date the primary dwelling was damaged. One twelve (12)-month extension may be granted by the director based on demonstration of continuing hardship and documented good faith efforts to complete construction.

(b) Occupancy of the recreational vehicle shall cease within thirty (30) days of issuance of a certificate of occupancy for reconstruction of the primary dwelling unit at the property.

(c) The recreational vehicle may be located within the required front yard setback but may not obstruct sight distance at driveways and intersections. The recreational vehicle may not be in required side or rear yards setbacks.

(d) Generators shall not be utilized.

(e) The director's approval is revocable at any time if the requirements of this section are not met.

(f) The director shall provide a copy of the approval letter to the applicant, property owner (if different from the applicant), and all adjoining property owners.

Chapter 18.85

NONCONFORMANCE, TEMPORARY USES, AND RE-USE OF FACILITIES

18.85.110 Temporary use permits – Exemptions to permit requirement.

(1) The following uses shall be exempt from requirements for a temporary use permit when located in the ~~DN~~ TC, MC, GC, MHO, CC, NC, or I zones for the time period specified below:

(a) Uses not to exceed a total of 30 days each calendar year:

(i) Christmas tree lots;

(ii) Fireworks stands; and

(iii) Produce stands.

(b) Uses not to exceed a total of 14 days each calendar year:

(i) Amusement rides, carnivals, or circuses;

(ii) Community festivals; and

(iii) Parking lot sales.

18.85.120 Temporary use permits – Duration and frequency.

Temporary use permits shall be limited in duration and frequency as follows:

(1) The temporary use permit shall be effective for no more than 180 days from the date of the first event;

(2) The temporary use shall not exceed a total of 60 days; provided, that this requirement applies only to the days that the event(s) actually take place;

(3) Temporary use permits for recreational vehicles shall not exceed the duration and frequency as outlined in section 18.50.190(4) CMC.

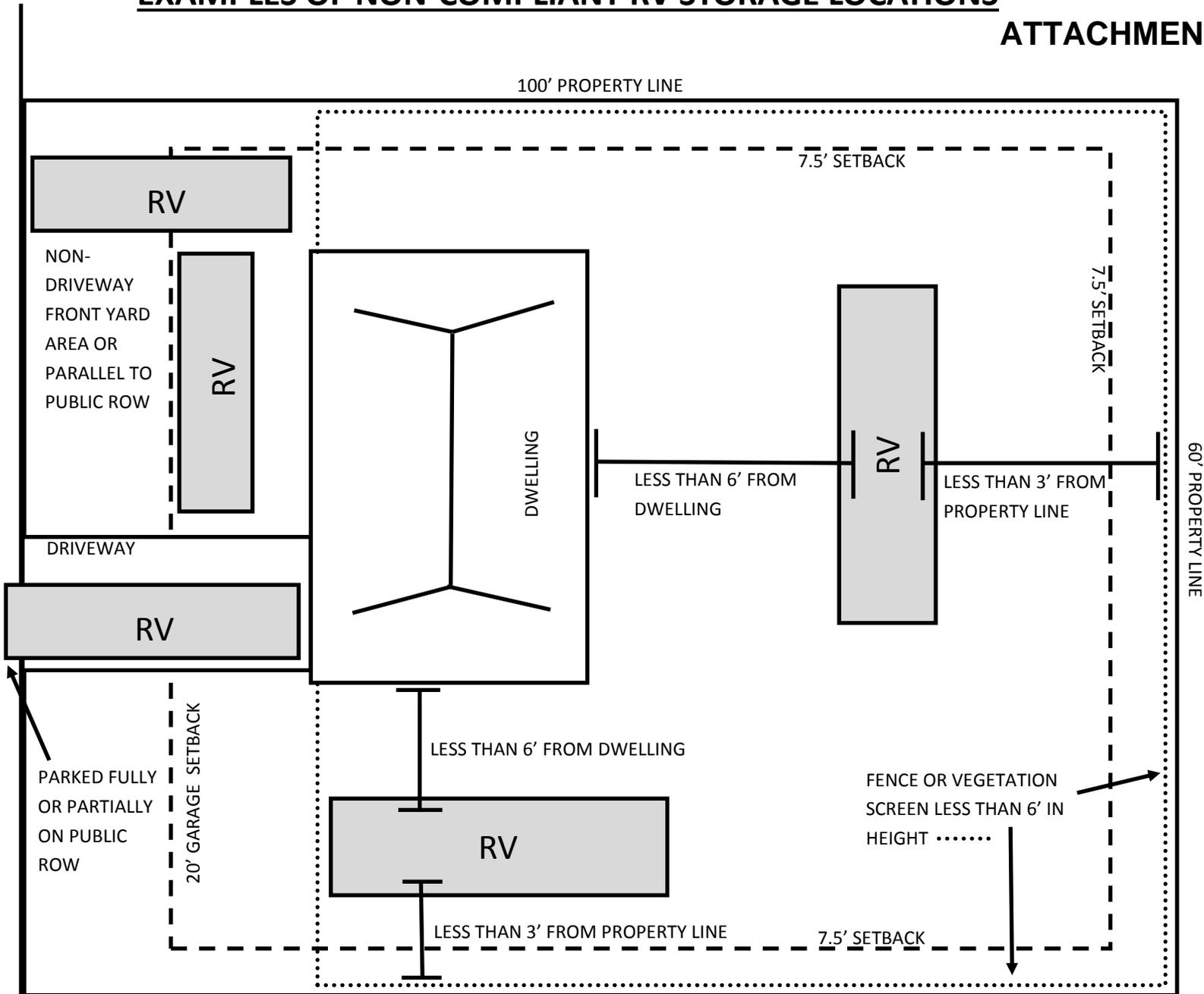
~~(3)~~(4) The temporary use permit shall specify a date upon which the use shall be terminated and removed; and

~~(4)~~(5) A temporary use permit shall not be granted for the same temporary use on a property more than once per calendar year; provided, that a temporary use permit may be granted for multiple events during the approval period. (Ord. 42-02 § 2 (21A.32.120))

EXAMPLES OF NON-COMPLIANT RV STORAGE LOCATIONS

ATTACHMENT 3

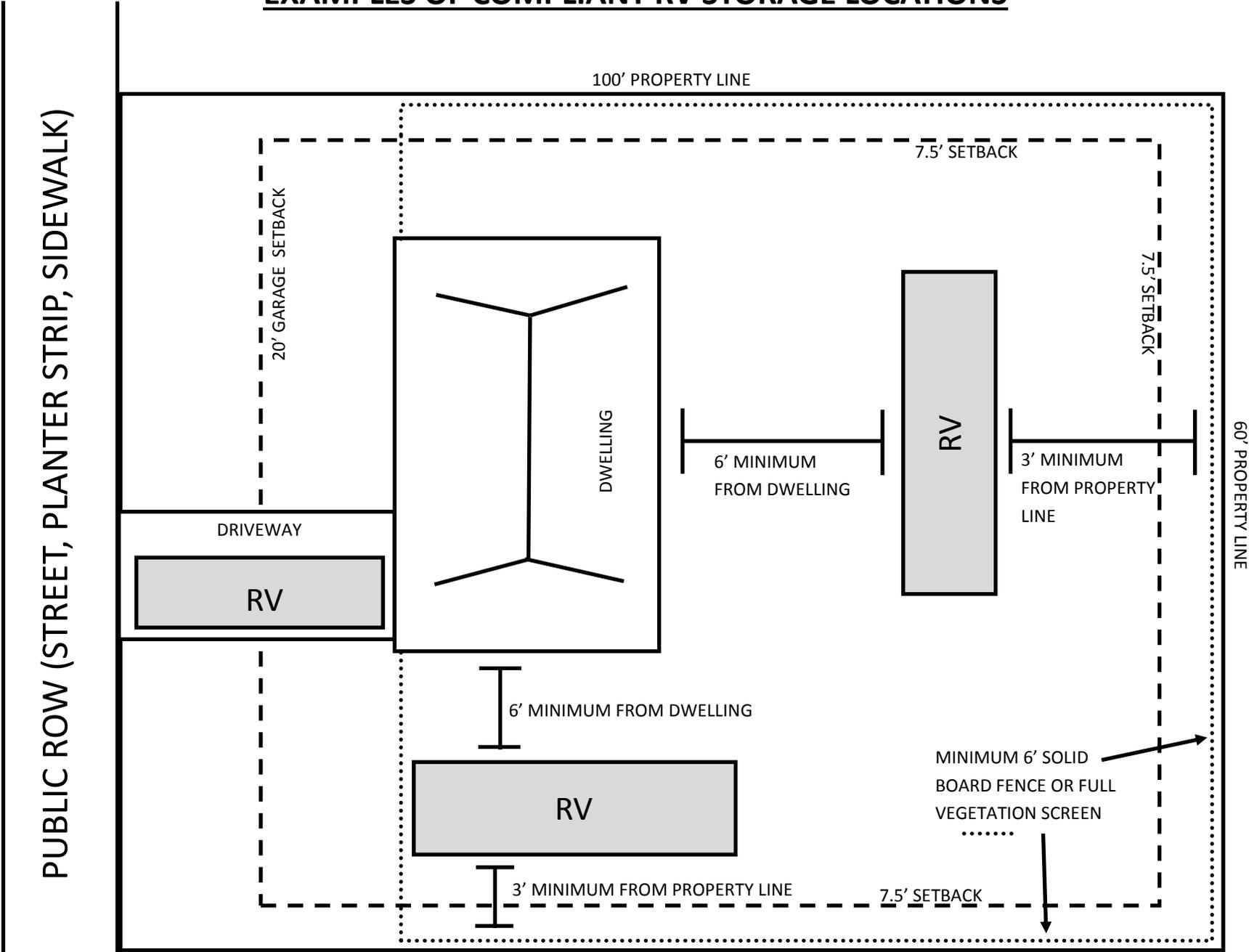
PUBLIC ROW (STREET, PLANTER STRIP, SIDEWALK)



This is a sample diagram depicting the proposed CMC amendments regarding recreational vehicles. This diagram shall not be adopted as part of the CMC and shall not be used to determine compliance with the CMC.

BBYKONEN
Revised 01/20/16
NOT TO SCALE

EXAMPLES OF COMPLIANT RV STORAGE LOCATIONS



PUBLIC ROW (STREET, PLANTER STRIP, SIDEWALK)

This is a sample diagram depicting the proposed CMC amendments regarding recreational vehicles. This diagram shall not be adopted as part of the CMC and shall not be used to determine compliance with the CMC.

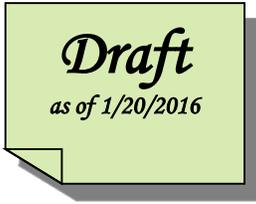
BBYKONEN
 REVISED 01/20/16
 NOT TO SCALE

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

**6:00 p.m., Tuesday, February 9, 2016
Special Meeting –Study Session**

**7:00 p.m., Tuesday, February 9, 2016
Regular Meeting**

(Draft Agendas Attached)



**CITY OF COVINGTON
SPECIAL MEETING AGENDA
CITY COUNCIL STUDY SESSION**

**Council Chambers – 16720 SE 271st Street, Suite 100, Covington
www.covingtonwa.gov**

Tuesday, February 9, 2016 – 6:00 p.m.

GENERAL INFORMATION:

The study session is an informal meeting involving discussion between and among the City Council, Commissioners, and city staff regarding policy issues. Study sessions may involve presentations, feedback, brainstorming, etc., regarding further work to be done by the staff on key policy matters.

CALL CITY COUNCIL STUDY SESSION TO ORDER

ROLL CALL

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION

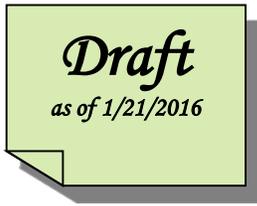
1. Sign Code Amendments (Hart)

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.*

ADJOURN

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

**Note* A Regular Council meeting will follow at approximately 7:00 p.m.*



CITY COUNCIL REGULAR MEETING AGENDA

www.covingtonwa.gov

Tuesday, February 9, 2016
7:00 p.m.

City Council Chambers
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

- King County Presentation on Tri-City Community Van Program (Tricia Barbachan and Anne Bruskland – 20 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: January 12, 2016 Regular Meeting and January 26, 2016 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Tetra Tech Amendment (Vondran)
- C-4. Approve Interlocal Agreement with City of Kent for CIP 1127 (Vondran)
- C-5. Approve Resolution Authorizing Safety Equipment (Beaufrere)

PUBLIC HEARING

- 1. Receive Public Testimony and Consider Ordinance Extending the Moratorium on Medical Marijuana Production and Processing Facilities, Dispensaries, and Collective Gardens for Six Months (Hart)

NEW BUSINESS

- 2. Parks, Recreation and Open Space Plan Adoption (Feser/Newton)

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).