



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

www.covingtonwa.gov

**Tuesday, February 10, 2015
7:00 p.m.**

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

Council will interview applicants for Advisory Commissions beginning at 6:20 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Hawk Property Update – Colin Lund, Oakpointe-Yarrow Bay Holdings

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 27, 2015 Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Ratify Valley Medical Statutory Warranty Deed (Lyons)
- C-4. Amendment to Contract for Aquatic Re-roofing (Thomas)
- C-5. Ordinance Repealing Regional Disaster Plan and Resolution Adopting Regional Coordination Framework for Disasters and Planned Events (Vondran)

PUBLIC HEARING

1. Receive Comments and Consider Ordinance Extending the Moratorium on Medical Marijuana Production and Processing Facilities, Dispensaries, and Collective Gardens for Six Months (Hart)
2. Receive Comments Regarding City Council's Consideration of a Resolution in Support of Covington Transportation Benefit District Proposition No. 1 on the April 28, 2015 Special Election Ballot (Bollie)

NEW BUSINESS

3. Consider Appointments to Arts, Parks & Recreation, and Planning Commissions (Council)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: February 10, 2015

SUBJECT: APPROVAL OF MINUTES: JANUARY 27, 2015 CITY COUNCIL SPECIAL & REGULAR MEETING 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 27, 2015 City Council Special & Regular Meeting Minutes.

**City of Covington
Special & Regular City Council Meeting Minutes
Tuesday, January 27, 2015**

(This meeting was recorded and will be retained for a period of six years from the date of the meeting).

INTERVIEWS– 5:40-7:00 P.M.:

The Council conducted interviews for openings on the Covington Arts Commission, Parks & Recreation Commission, and Planning Commission. Applicants interviewed included Zbigniew Tomalik, Bryan Higgins, Krista Bates, and Jennifer Harjehausen.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 27, 2015, at 7:07 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Regan Bolli, City Manager; Don Vondran, Public Works Director; Noreen Beaufrere, Personnel Manager; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Richard Hart, Community Development Director; Karla Slate, Communications & Marketing Manager; Scott Thomas, Parks & Recreation Director; Salina Lyons, Principal Planner; Angie Feser, Parks Planner; Bob Lindskov, City Engineer; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Smith seconded to approve the Agenda. Mayor Pro Tem Wagner moved and Councilmember Cimaomo seconded to amend the Agenda to move Consent Item C-4 to New Business Item 1. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:

- Melissa Lang, Outreach Coordinator, King Conservation District, provided an update on the King Conservation District 2015 Program of Work.
- Leslie Spry was honored with the 2014 Volunteer of the Year Award.
- Ed White, Vice Chair Arts Commission, was honored with the 2014 Commissioner of the Year Award.

Councilmembers recessed for a reception honoring the volunteer of the year and the commissioner of the year from 7:30 to 7:45 p.m.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Dustine Wilde, 17605 SE 266th Place, Covington, read a code interpretation letter received from the Community Development Director into the record and requested that Council consider adding chickens and ducks to the Covington Municipal Code section addressing birds.

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

APPROVE CONSENT AGENDA:

C-1. Minutes: December 9, 2014 City Council Regular Meeting Minutes; January 6, 2015 City Council Special Study Session Minutes; January 13, 2015 City Council Joint Study Session with Planning Commission Minutes; and January 13, 2015 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #31958-32013, including ACH Payments and Electronic Funds Transfers in the Amount of \$284,708.75, Dated January 6, 2015; and Paylocity Payroll Checks #1003292173-1003292193 inclusive, Plus Employee Direct Deposits in the Amount of \$153,143.83, Dated January 16, 2015.

C-3. Accept 156th Avenue SE Pavement Rehabilitation Project.

C-4. Approve First Amendment to Settlement Agreement with Yarrow Bay Regarding Transportation Capacity. (Moved to New Business Item 1.)

Council Action: Councilmember Scott moved and Councilmember Cimaomo seconded to approve the Consent Agenda as amended to move Item C-4 to New Business Item 1. Vote: 7-0. Motion carried.

REPORTS OF COMMISSIONS:

Human Services Commission – Chair Fran McGregor reported on the January 8 meeting. The December meeting was canceled.

Parks & Recreation Commission – Chair Steven Pand reported on the November 19 meeting, and Laura Morrissey (chair pre-elect) reported on the January 21 meeting. The December meeting was canceled.

Arts Commission – Vice Chair Ed White reported on the December 11 and January 8 meetings and the January 10 retreat.

Planning Commission – Chair Bill Judd reported on the December 18 and January 15 meetings. The January 1 meeting was canceled.

Economic Development Council – Co-Chair Jeff Wagner reported on the December 4 and January 22 meetings.

NEW BUSINESS:

1. Approve First Amendment to Settlement Agreement with Yarrow Bay Regarding Transportation Capacity (previously Consent Item C-1).

Principal Planner Salina Lyons gave the staff report on this item.

Councilmembers provided comments and asked questions, and Ms. Lyons provided responses.

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to authorize the city manager to sign a First Amendment to the Settlement Agreement Re: Transportation Concurrency with Yarrow Bay Development LLC in substantial form as presented in the Agenda Packet. Vote: 7-0. Motion carried.

2. Discuss Parks Impact Fees (previously Item 1).

Parks Planner Angie Feser introduced the item and introduced Consultant Randy Young. Mr. Young then gave the staff presentation.

Councilmembers provided comments and asked questions, and Mr. Young provided responses.

3. Approve Amendment to Human Services 2015/16 Funding (previously Item 2).

Council Action: Councilmember Scott moved and Mayor Pro Tem Wagner seconded to approve the budget amendment as proposed to increase human services 2015/16 funding by \$1,550, for a total funding amount of \$126,551. Vote: 7-0. Motion carried.

4. Approve Amendment to Interlocal Agreement with Covington Transportation Benefit District (previously Item 3).

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to authorize the city manager to execute an amendment to the interlocal agreement between the Covington Transportation Benefit District and the City of Covington to clarify the payment of costs to secure District funding sources, in substantial form as the amendment presented in the Agenda Packet. Vote: 7-0. Motion carried.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Colin Lund, Oakpointe, thanked staff for the work completed on the amendment to the settlement agreement with Yarrow Bay and conveyed his appreciation of the cooperative spirit of the city. Mr. Lund advised he looked forward to a robust discussion on the park impact fees and asked Council to consider the unique development that is coming to the city. Mr. Lund also informed Council that he would be giving a presentation on the Hawk property at the February

10 meeting to provide an update and show some exhibits and financial information which will show the substantial dedication to parks, trails, and open space associated with the project.

Dustine Wilde, 17605 SE 266th Place, Covington, referred to the letter she had mentioned during the first public comment period indicating she still did not understand the code interpretation and needed clarification on the regulations regarding chickens and ducks.

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

Council Action: Mayor Pro Tem Wagner moved and Councilmember Scott seconded to extend the meeting until 10:10 p.m. Vote: 7-0. Motion carried.

EXECUTIVE SESSION:

To discuss potential litigation pursuant to (RCW 42.30.110(1)(i)) from 9:53 to 10:12 p.m.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:14 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: February 10, 2015

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #32018-32083, including ACH Payments and Electronic Funds Transfers and VOID Vouchers #32014-32017, in the Amount of \$415,863.72, Dated January 23, 2015; Vouchers #32084-32084, in the Amount of \$150.00, Dated January 29, 2015; and Paylocity Payroll Checks #1003348365-1003348379 inclusive, Plus Employee Direct Deposits in the Amount of \$167,138.59, Dated January 30, 2015.

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 #32018-32083, including ACH Payments and Electronic Funds Transfers and VOID Vouchers #32014-32017, in the Amount of \$415,863.72, Dated January 23, 2015; Vouchers #32084-32084, in the Amount of \$150.00, Dated January 29, 2015; and Paylocity Payroll Checks #1003348365-1003348379 inclusive, Plus Employee Direct Deposits in the Amount of \$167,138.59, Dated January 30, 2015.

January 23, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #32018 through Check #32083, including ACH payments and electronic funds transfers
And VOID Check #32014 through 32017

In the Amount of \$415,863.72

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: 1/22/2015 3:40 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0078	Shellie Bates	01/23/2015	
	0078-1	Bates; King County ECC/EOC workshop, milea		2.60
	0078-1	Bates; King County ECC/EOC workshop, milea		2.60
	0078-1	Bates; King County ECC/EOC workshop, lunch		10.65
	0078-1	Bates; King County ECC/EOC workshop, lunch		10.65
Total for this ACH Check for Vendor 0078:				26.50
ACH	0706	Covington Retail Associates	01/23/2015	
	4473	1st floor; building lease, February		26,359.92
	4473	1st floor; operating expenses, February		10,757.40
	4474	2nd floor; operating expenses, February		1,484.75
	4474	2nd floor; building lease, February		3,362.83
Total for this ACH Check for Vendor 0706:				41,964.90
ACH	0819	Don Vondran	01/23/2015	
	15-01	Vondran; 2015 flexible spending		2,000.00
Total for this ACH Check for Vendor 0819:				2,000.00
ACH	1091	Complete Office Solutions	01/23/2015	
	1164837-0	Office supplies		84.19
	1164837-1	Binders		22.63
	C1164837-1	Return; binders		-22.63
Total for this ACH Check for Vendor 1091:				84.19
ACH	1178	Child Care Resources	01/23/2015	
	1178-4Qtr	Human services; 4th Quarter 2014		896.25
	1178-4Qtr	Human services; joint funding, 4th Quarter 2014		5,000.00
Total for this ACH Check for Vendor 1178:				5,896.25
ACH	1408	Washington Workwear Stores Inc.	01/23/2015	
	1776	Gloves		1.08
	1776	Gloves		2.17
	1776	Gloves		2.17
	1781	Safety glasses		0.44
	1781	Safety glasses		0.86
	1781	Allen; work pants		19.54
	1781	Allen; work pants		9.78
	1781	Allen; work pants		19.54
	1781	Safety glasses		0.86
Total for this ACH Check for Vendor 1408:				56.44
ACH	1688	Mountain Mist	01/23/2015	
	054257-1	Maint shop; bottled water, December		6.40
	054257-1	Maint shop; bottled water, December		12.79
	054257-1	Aquatics; bottled water, December		75.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	054257-1	Maint shop; bottled water, December		12.79
	054257-1	City hall; bottled water, December		88.78
Total for this ACH Check for Vendor 1688:				196.52
ACH	1736	Salina Lyons	01/23/2015	
	14-13	Lyons; 2014 flexible spending		600.00
	15-02	Lyons; 2015 flexible spending		5.67
Total for this ACH Check for Vendor 1736:				605.67
ACH	1828	Kathleen Kirshenbaum	01/23/2015	
	1828-1	Kirshenbaum; defense screening mileage, 12/30/		8.32
Total for this ACH Check for Vendor 1828:				8.32
ACH	1901	Modern Building Systems, Inc.	01/23/2015	
	0064223	Maint shop; building lease, 2/1-3/1/15		569.06
	0064223	Maint shop; building lease, 2/1-3/1/15		284.54
	0064223	Maint shop; building lease, 2/1-3/1/15		569.06
Total for this ACH Check for Vendor 1901:				1,422.66
ACH	2044	Karla Slate	01/23/2015	
	2044-1	4 - tall tables		161.53
Total for this ACH Check for Vendor 2044:				161.53
ACH	2105	Rachel Bahl	01/23/2015	
	2105-1	Bahl; mileage reimbursement, December		77.45
Total for this ACH Check for Vendor 2105:				77.45
ACH	2500	Tetra Tech, Inc.	01/23/2015	
	50858945	CIP 1127; engineering, 9/27-10/24/14		37,113.41
Total for this ACH Check for Vendor 2500:				37,113.41
ACH	2555	NuCO2 LLC	01/23/2015	
	44132626	Aquatics; CO2 for pH control		203.89
	44165669	Aquatics; CO2 lease		74.92
Total for this ACH Check for Vendor 2555:				278.81
ACH	2633	National Safety, Inc.	01/23/2015	
	0395891-IN	Maint shop; safety glasses		2.93
	0395891-IN	Maint shop; safety glasses		2.93
	0395891-IN	Maint shop; safety glasses		1.47
Total for this ACH Check for Vendor 2633:				7.33
ACH	2654	Canber Corps	01/23/2015	
	33202	CCP; maintenance services, December		2,899.60
Total for this ACH Check for Vendor 2654:				2,899.60
ACH	2777	ThreatTrack Security, Inc.	01/23/2015	
	INV00123008	VIPRE subscription renewals; 2/4/15-2/3/16		1,174.40
Total for this ACH Check for Vendor 2777:				1,174.40
ACH	2855	Regan Bolli	01/23/2015	
	2855-1	Reimbursement; cell phone screen and iPad case		116.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 2855:				116.91
32018	0206 382024	AFLAC Insurance premiums, January	01/23/2015	610.43
Total for Check Number 32018:				610.43
32019	0156 21006	All Purpose Door Repair Aquatics; locker room door repair	01/23/2015	359.47
Total for Check Number 32019:				359.47
32020	0955 10343306	American Red Cross Lifeguarding classes	01/23/2015	210.00
Total for Check Number 32020:				210.00
32021	2223 994026	ARC Imaging Resources Reissued Plotter/Scanner; usage 10/9-11/9/14	01/23/2015	80.45
Total for Check Number 32021:				80.45
32022	0077 1/9/2015	Association of WA Cities AWC 2015 membership dues	01/23/2015	11,538.00
Total for Check Number 32022:				11,538.00
32023	2631 2631-4Qtr	Auburn Youth Research - Outreach Human services; 4th Quarter 2014	01/23/2015	375.00
Total for Check Number 32023:				375.00
32024	0019	AWC Employee Benefits Trust	01/23/2015	
	100315L0220150	Medical Insurance Premiums, February		6,941.83
	100315L0220150	Medical Insurance Premiums, February		2,268.34
	100315L0220150	Medical Insurance Premiums, February		2,196.79
	100315L0220150	Medical Insurance Premiums, February		1,899.25
	100315L0220150	Medical Insurance Premiums, February		6,713.40
	100315L0220150	Medical Insurance Premiums, February		1,774.21
	100315L0220150	Medical Insurance Premiums, February		809.72
	100315L0220150	Medical Insurance Premiums, February		1,646.07
	100315L0220150	Medical Insurance Premiums, February		5,982.83
	100315L0220150	Medical Insurance Premiums, February		10,749.79
	100315L0220150	Medical Insurance Premiums, February		2,479.93
	100315L0220150	Medical Insurance Premiums, February		442.89
	100315L0220150	Medical Insurance Premiums, February		1,125.00
	100315L0220150	Medical Insurance Premiums, February		8,992.58
Total for Check Number 32024:				54,022.63
32025	0499	Bank of America	01/23/2015	
	0405-1	Aquatics; locker tokens & cash key, use tax		-6.19
	0405-1	ASUS transformer book T11 tablet, use tax		-37.45
	0405-1	Aquatics; disposable gloves		361.37
	0405-1	Aquatics staff appreciation; admission, food		498.87
	0405-1	Aquatics; ASUS transformer book T100 tablet		472.96
	0405-1	Aquatics; drinking water filter cartridges, use tax		-10.32
	0405-1	Disposable gloves, use tax		-28.62
	0405-1	Aquatics; drinking water filter cartridges		130.30
	0405-1	Art unveiling box, gold duct tape		21.96
	0405-1	Aquatics; locker tokens & cash key		78.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1030-1	Fealy; ISA PNW chapter dues		12.00
	1030-1	Gaudette; work vest		26.06
	1030-1	Fealy; ISA training books/dvds, use tax		-27.16
	1030-1	Gaudette; work vest		13.03
	1030-1	Fealy; ISA training including books/dvds		343.00
	1030-1	Fealy; ISA training books/dvds, use tax		-27.16
	1030-1	Fealy; ISA training including books/dvds		343.00
	1030-1	Fealy; ISA PNW chapter dues		24.00
	1030-1	Fealy; ISA PNW chapter dues		24.00
	1030-1	Fealy; ISA training including books/dvds		171.51
	1030-1	Fealy; ISA training books/dvds, use tax		-13.59
	1030-1	Gaudette; work vest		26.06
	2923-1	Beaufriere; desk organizer, use tax		-4.29
	2923-1	Beaufriere; desk organizer		54.14
	2923-1	Safety retreat; breakfast, lunch		115.87
	2923-1	Wellness retreat; breakfast, lunch		171.09
	2923-1	Beaufriere; webinar training		181.58
	2959-1	Aquatics float-in movie, supplies and prizes		47.33
	31839	Credit; plotter/scanner check deposited in error		-80.45
	3331-1	Scott; Chamber lunch meeting, December		30.00
	3331-1	Council chambers microphone module		67.88
	3331-1	Council chambers; microphone module, use tax		-5.38
	3639-1	Desktop memory		130.31
	3639-1	Art event; food, water, supplies		467.38
	3639-1	Parker/Hendrickson/Cles/Salazar; PSFOA lunch		100.00
	3639-1	Desktop memory, use tax		-10.32
	3639-1	GoToMeeting plan; 1/20-2/19/15		42.57
	6093-1	Meter box key, use tax		-2.79
	6093-1	Meter box key		35.18
	6686-1	Hendrickson; GFOA conference, registration		380.00
	6686-1	Replacement computer, use tax		-53.08
	6686-1	Replacement computer		670.29
	7314-1	Streamlight replacement battery, use tax		-1.69
	7314-1	PCI compliance software station and component		-125.32
	7314-1	Volleyball medals		607.80
	7314-1	Streamlight replacement battery		21.31
	7314-1	PCI compliance software station and component		1,582.57
	7768-1	Park department retreat, breakfast/lunch		172.10
	7768-1	Thomas; High Performance Agencies, use tax		-4.15
	7768-1	Thomas; High Performance Agencies		52.45
	7768-1	Canopy sand bags		225.89
	7768-1	Canopy sand bags, use tax		-17.89
	7768-1	Public art plaque hardware		30.60
			Total for Check Number 32025:	7,276.80
32026	1075 347658	Bowen Scarff Ford Sales, Inc. #3375; oil/filter service	01/23/2015	43.75
			Total for Check Number 32026:	43.75
32027	2871 23	Bridgeview Consulting, LLC Comprehensive Emergency Management Plan; 1	01/23/2015	4,000.00
			Total for Check Number 32027:	4,000.00
32028	0026 1353 1353 1369	C&B Awards Basketball t-shirts Basketball coaches t-shirts Councilmember Smith; name badge, desk plate	01/23/2015	4,592.70 802.28 17.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1369	Bolli; name badge, desk plate		17.38
	1370	O & M; trophy awards		54.15
	1370	O & M; trophy awards		108.32
	1370	O & M; trophy awards		108.32
	1389	Basketball t-shirts		33.50
Total for Check Number 32028:				5,734.02
32029	2366	CenturyLink Business Services	01/23/2015	
	1326087344	Aquatics; loop, 1/1-1/31/15		125.00
	1326087344	Aquatics; internet, December		235.00
Total for Check Number 32029:				360.00
32030	0366	City of Covington	01/23/2015	
	0366-1	SWM utility tax; December		5,944.79
Total for Check Number 32030:				5,944.79
32031	1699	Communities in Schools of Kent	01/23/2015	
	1699-4Qtr	Human services; 4th Quarter 2014		750.00
Total for Check Number 32031:				750.00
32032	2702	Community Newspapers	01/23/2015	
	600649	Advertising; WA Festival & Events Guide		1,361.25
Total for Check Number 32032:				1,361.25
32033	2809	Sean Conway	01/23/2015	
	2809-1	Reimbursement; stopwatches, tape		60.73
Total for Check Number 32033:				60.73
32034	0184	Cordi & Bejarano	01/23/2015	
	203	Public defender services; 12/9-12/30/14		2,480.00
Total for Check Number 32034:				2,480.00
32035	2467	Department of Enterprise Services	01/23/2015	
	73129295	Michaud; business cards		41.26
	73129295	Conway; business cards		41.26
Total for Check Number 32035:				82.52
32036	0207	Fast Water Heater Company	01/23/2015	
	REC001549	M14-0138; overage		60.00
	REC001549	M15-0002; shortage		-1.00
	REC001549	M15-0007; shortage		-1.00
	REC001549	M15-0005; shortage		-1.00
	REC001549	M15-0006; shortage		-1.00
	REC001549	M15-0003; shortage		-1.00
	REC001549	M15-0004; shortage		-1.00
Total for Check Number 32036:				54.00
32037	2821	Dominic Finazzo	01/23/2015	
	2821-1	Finazzo; mileage reimbursement, December		18.03
Total for Check Number 32037:				18.03
32038	0302	Gray & Osborne	01/23/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	13577-00-000015	CIP 1057; engineering; 1/1-1/3/15		50.93
	13577.00-000015	CIP 1057; engineering, 12/7-12/31/14		4,568.40
	13599-00-000015	Timberlane/Jenkins Park SW LID & Retro; 1/1-1		56.25
	13599.00-000015	Timberlane/Jenkins Park SW LID & Retro; 12/7		468.74
	14528-00-000007	CIP 1014; engineering; 1/1-1/3/15		540.89
	14528.00-000007	CIP 1014; engineering, 12/7-12/31/14		15,996.93
			Total for Check Number 32038:	21,682.14
32039	1722 2-1108185	Honey Bucket Skate park; portable toilet, 1/5-2/4/15	01/23/2015	204.75
			Total for Check Number 32039:	204.75
32040	0218 24259 24260	IIMC Scott; IIMC annual membership fee through 3/3; Michaud; IIMC annual membership fee through	01/23/2015	155.00 95.00
			Total for Check Number 32040:	250.00
32041	1342 12656475 12656475 12656475 12656475 12656475	Integra Telecom Maint shop; telephone, 1/8-2/7/15 Maint shop; telephone, 1/8-2/7/15 Aquatics; telephone, 1/8-2/7/15 Maint shop; telephone, 1/8-2/7/15 City hall; telephone, 1/8-2/7/15	01/23/2015	177.10 177.10 90.22 88.56 1,195.02
			Total for Check Number 32041:	1,728.00
32042	2234 40533I 40533I 40533I	Issaquah Honda Kubota #3371; parts #3371; parts #3371; parts	01/23/2015	9.31 4.65 9.31
			Total for Check Number 32042:	23.27
32043	0158 0158-1	KC Municipal Clerks' Assoc KCMCA 2015 annual dues	01/23/2015	40.00
			Total for Check Number 32043:	40.00
32044	0533 0533-4Qtr 0533-4Qtr	KC Sexual Assault Resource Ctr Human services; 4th Quarter 2014 Human services; joint funding, 4th Quarter 2014	01/23/2015	1,216.00 26,876.25
			Total for Check Number 32044:	28,092.25
32045	0385 1500001171	Kent School #415 Volleyball gym rental; 11/29, 12/6, 12/13	01/23/2015	750.00
			Total for Check Number 32045:	750.00
32046	0271 0271-4Qtr 0271-4Qtr-1	Kent Youth & Family Services Human services; Clinical, 4th Quarter 2014 Human services; Early childhood education, 4th	01/23/2015	2,500.00 625.00
			Total for Check Number 32046:	3,125.00
32047	1319 S-03	King County 2015 SCATBd membership dues	01/23/2015	100.00
			Total for Check Number 32047:	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32048	0143	King County Finance	01/23/2015	
	4077941	Maint; sewer treatment, 10/1-12/31/14		9.71
	4077941	Maint; sewer treatment, 10/1-12/31/14		19.43
	4077941	Maint; sewer treatment, 10/1-12/31/14		19.43
	53979-53980	Street services; November - December 2014		151.91
	54012-54019	Street services; November - December 2014		4,538.87
Total for Check Number 32048:				4,739.35
32049	2795	Tatyana Kiselyov	01/23/2015	
	2795-1	Kiselyov; mileage reimbursement, December		9.41
Total for Check Number 32049:				9.41
32050	2707	Learning Resources Network Inc.	01/23/2015	
	29767-14	LERN membership dues		395.00
Total for Check Number 32050:				395.00
32051	0400	Les Schwab	01/23/2015	
	38600202052	#3594; tire		258.92
Total for Check Number 32051:				258.92
32052	2813	Rachael Leung	01/23/2015	
	2813-1	Leung; mileage reimbursement, December		5.49
	2813-1	Leung; mileage reimbursement, December		5.49
Total for Check Number 32052:				10.98
32053	1431	Valerie Lyon	01/23/2015	
	1431-1	Reimbursement; council meeting cake reception		30.99
	1431-1	Reimbursement; recognition flowers, donuts for		68.83
Total for Check Number 32053:				99.82
32054	1878	MacLeod Reckord	01/23/2015	
	7024	CCP; Phase 2 design, 12/1-12/31/14		1,988.68
Total for Check Number 32054:				1,988.68
32055	0333	Maple Valley Food Bank	01/23/2015	
	0333-4Qtr	Human services; 4th Quarter 2014		3,750.00
Total for Check Number 32055:				3,750.00
32056	2030	John Meier	01/23/2015	
	2030-2014	Utility tax rebate; cellular		39.84
	2030-2014	Utility tax rebate; electricity		43.50
	2030-2014	Utility tax rebate; telephone		9.29
	2030-2014	Utility tax rebate; solid waste		14.12
	2030-2014	Utility tax rebate; natural gas		25.83
Total for Check Number 32056:				132.58
32057	1410	Marlla Mhoon	01/23/2015	
	1410-1	Mhoon; various meetings, lunches		19.81
	1410-1	Mhoon; mileage reimbursement, various meeting		787.55
Total for Check Number 32057:				807.36
32058	2550	Motorplex Pro-Tow	01/23/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	73581	#2576; service and repairs		1,243.86
	73588	#2900; oil/filter service		51.08
	73604	#3435; oil/filter service		44.56
Total for Check Number 32058:				1,339.50
32059	1487	NAPA Auto Parts	01/23/2015	
	736124	#3252; tail lamp		3.57
	736262	8 flare kits; one for each vehicle		208.43
	736262	City hall; flare kit		26.05
Total for Check Number 32059:				238.05
32060	2791	NC Power Systems Co.	01/23/2015	
	TKW00064216	#3307; repairs		299.11
Total for Check Number 32060:				299.11
32061	0004	Office Depot	01/23/2015	
	747185885001	Paper		129.56
	747186309001	Pens		3.81
Total for Check Number 32061:				133.37
32062	1452	Palmer Coking Coal Company	01/23/2015	
	IN037671	Crushed gravel		83.56
Total for Check Number 32062:				83.56
32063	2233	Pediatric Interim Care Center	01/23/2015	
	2233-4Qtr	Human services; 4th Quarter 2014		375.00
Total for Check Number 32063:				375.00
32064	0161	Puget Sound Energy	01/23/2015	
	200003986730-1	Streets; electricity, 12/4-12/31/14		56.52
	200003986730-1	Streets; electricity, 1/1-1/2/15		4.04
	200003987282-1	Streets; electricity, 12/5-12/31/14		46.16
	200003987282-1	Streets; electricity, 1/1-1/5/15		8.55
	200003987464-1	Streets; electricity, 1/1-1/5/15		1.81
	200003987464-1	Streets; electricity, 12/5-12/31/14		9.78
	200004045635-1	Streets; electricity, 1/1-1/2/15		4.52
	200004045635-1	Streets; electricity, 12/4-12/31/14		63.25
	200004045866-1	Streets; electricity, 12/5-12/31/14		51.58
	200004045866-1	Streets; electricity, 1/1-1/5/15		9.55
	200005568858-1	Streets; electricity, 12/2-12/30/14		56.93
	200013103656-1	CCP; electricity, 12/2-12/30/14		28.23
	200013951476-1	Streets; electricity, 12/2-12/30/14		62.86
	200014568881-1	Maint shop; electricity, 12/2-12/30/14		65.91
	200014568881-1	Maint shop; electricity, 12/2-12/30/14		65.91
	200014568881-1	Maint shop; electricity, 12/2-12/30/14		32.95
	200022909309-1	Streets; electricity, 1/1-1/2/15		4.46
	200022909309-1	Streets; electricity, 12/4-12/31/14		62.44
	200022909689-1	Skate park; electricity, 12/5-12/31/14		11.02
	200022909689-1	Skate park; electricity, 1/1-1/5/15		2.04
	300000001770-1	City tree; electricity, 1/1-1/2/15		0.72
	300000001770-1	Streets; electricity, 1/1-1/2/15		1.70
	300000001770-1	City tree; electricity, 12/4-12/31/14		10.12
	300000001770-1	Streets; electricity, 12/4-12/31/14		23.82
	300000001788-1	Streets; electricity, 12/3-12/31/14		66.98
	300000001788-1	Streets; electricity, 12/3-12/31/14		7,836.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300000001804-1	Streets; electricity, 12/2-12/30/14		69.19
	300000007744-1	Aquatics; electricity, 12/2-12/30/14		1,700.85
	300000007744-1	Aquatics; electricity, 10/30-12/1/14		2,446.21
	300000007744-1	Aquatics; natural gas, 12/2-12/30/14		3,496.63
	300000007934-1	City hall; natural gas, 12/4-12/31/14		240.32
	300000007934-1	City hall; natural gas, 1/1-1/2/15		17.17
	300000007934-1	City hall; electricity, 12/4-12/31/14		1,328.88
	300000007934-1	City hall; electricity, 1/1-1/2/15		94.92
	300000011266-1	SR 516; electricity, 12/4-12/31/14		164.31
	300000011266-1	Crystal view; electricity, 12/4-12/31/14		10.84
	300000011266-1	Streets; electricity, 1/1-1/2/15		11.74
			Total for Check Number 32064:	18,169.70
32065	2122 566416	Schneider Electric Buildings America, Inc. Aquatics; PASS fee, 1/1-12/31/15	01/23/2015	4,254.79
			Total for Check Number 32065:	4,254.79
32066	2474 1063 1085	SCORE Jail costs, December Jail costs, health services; October	01/23/2015	24,660.00 555.90
			Total for Check Number 32066:	25,215.90
32067	1322 1322-1	Jim Scott, Sr. Scott; SCA meeting, mileage	01/23/2015	18.14
			Total for Check Number 32067:	18.14
32068	2872 2872-1	Seasoned in Seattle City manager reception; catering deposit	01/23/2015	500.00
			Total for Check Number 32068:	500.00
32069	2207 1527010515	db Secure Shred, LLC Secure document destruction, 1/5/15	01/23/2015	22.39
			Total for Check Number 32069:	22.39
32070	1905 C821420-701	Sharp Electronics Corporation Workroom copier; usage, 12/1/14-1/1/15	01/23/2015	1,135.97
			Total for Check Number 32070:	1,135.97
32071	1903 693873 693873 693873	Sound Publishing, Inc. Public Art unveiling advertisement Weekly bulletin; 12/5, 12/12 Monthly full page ad	01/23/2015	606.50 299.22 211.36
			Total for Check Number 32071:	1,117.08
32072	2469 2469-1	South King Council of HS Human services; 4th Quarter 2014	01/23/2015	375.00
			Total for Check Number 32072:	375.00
32073	0409 0409-1	The Storehouse Human services; 4th Quarter 2014	01/23/2015	1,785.75
			Total for Check Number 32073:	1,785.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32074	1070 B31754	TerryBerry Patterson; 10 year service pin	01/23/2015	99.20
Total for Check Number 32074:				99.20
32075	2103 269450797 269450797	US Bancorp Equip Finance Inc. Copier lease Copier lease	01/23/2015	86.88 130.32
Total for Check Number 32075:				217.20
32076	1105 I15004372	Washington State Patrol Background checks	01/23/2015	20.00
Total for Check Number 32076:				20.00
32077	0274 DUES 2015-00229	WASPC Klason; WASPC dues, 1/15-1/16	01/23/2015	245.00
Total for Check Number 32077:				245.00
32078	0096 30034 30034	WCIA 2015 Property insurance 2015 Liability insurance	01/23/2015	14,474.00 79,143.00
Total for Check Number 32078:				93,617.00
32079	0348 21966 21967	Wescom Communications #FH05376; radar maintenance #AA9259; radar maintenance	01/23/2015	164.25 164.25
Total for Check Number 32079:				328.50
32080	0086 1330595-6494758	WFOA Parker; WFOA membership dues	01/23/2015	50.00
Total for Check Number 32080:				50.00
32081	2873 64245855	WPTA Hendrickson; WPTA membership dues	01/23/2015	40.00
Total for Check Number 32081:				40.00
32082	0355 265 294 294 294 294 294 294	WRPA Feser; WRPA annual conference, registration Bahl; WRPA annual conference, registration Patterson; WRPA annual conference, registration Leung; WRPA annual conference, registration Finazzo; WRPA annual conference, registration Leung; WRPA annual conference, registration Conway; WRPA annual conference, registration	01/23/2015	269.00 269.00 269.00 134.50 269.00 134.50 269.00
Total for Check Number 32082:				1,614.00
32083	0781 0781-4Qtr	YWCA of Seattle & King County Human services; 4th Quarter 2014	01/23/2015	1,664.00
Total for Check Number 32083:				1,664.00
Total for 1/23/2015:				410,598.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
15	2783 Q4-2014	WA State Dept of Revenue Leasehold Excise Tax - 4th Qtr 2014	01/27/2015	1,343.70
Total for Check Number 15:				1,343.70
16	2783	WA State Dept of Revenue	01/27/2015	
	12-2014	B&O Tax - December 2014		69.37
	12-2014	B&O Tax - December 2014		530.35
	12-2014	Use Tax - December 2014		46.10
	12-2014	Use Tax - December 2014		718.27
	12-2014	B&O Tax - December 2014		68.36
	12-2014	Sales Tax - December 2014		555.73
	12-2014	Sales Tax - December 2014		1,266.79
	12-2014	Sales Tax - December 2014		129.00
	12-2014	Use Tax - December 2014		466.35
	12-2014	Use Tax - December 2014		71.22
Total for Check Number 16:				3,921.54
Total for 1/27/2015:				5,265.24
Report Total (86 checks):				415,863.72

January 29, 2015

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #32084 through Check #32084

In the Amount of \$150.00

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: 1/29/2015 9:14 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32084	0495 0495-1	Wash Dept of Fish & Wildlife JARPA; Jenkins Creek Park Pedestrian Path Proj	01/29/2015	150.00
Total for Check Number 32084:				150.00
Total for 1/29/2015:				150.00
Report Total (1 checks):				150.00

January 30, 2015

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/30/15 consisting of:

PAYLOCITY CHECK # 1003348365 through PAYLOCITY CHECK # 1003348379 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$167,138.59

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
Interim Deputy Finance Director

Mark Lanza
City Councilmember

Jeff Wagner
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

01/30/15 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
108978	Regular	1/30/2015	235	Hendrickson, Robert	3,796.57
108979	Regular	1/30/2015	246	Kirshenbaum, Kathleen	923.61
108980	Regular	1/30/2015	243	Lyon, Valerie	1,570.30
108981	Regular	1/30/2015	234	Mhoon, Darren S	1,487.97
108982	Regular	1/30/2015	162	Michaud, Joan M	2,206.41
108983	Regular	1/30/2015	123	Scott, Sharon G	2,609.58
108984	Regular	1/30/2015	313	Slate, Karla J	2,482.57
108985	Regular	1/30/2015	275	Hart, Richard	3,888.88
108986	Regular	1/30/2015	368	Mueller, Ann M	1,463.70
108987	Regular	1/30/2015	180	Cles, Staci M	2,017.73
108988	Regular	1/30/2015	146	Hagen, Lindsay K	1,722.50
108989	Regular	1/30/2015	105	Parker, Cassandra	2,754.52
108990	Regular	1/30/2015	454	Salazar-Delatorre, Viviana J	208.55
108991	Regular	1/30/2015	433	Cimaomo, Joseph T	392.53
108992	Regular	1/30/2015	323	Harto, Margaret	461.75
108993	Regular	1/30/2015	324	Lanza, Mark	392.53
108994	Regular	1/30/2015	326	Mhoon, Marilla	390.27
108995	Regular	1/30/2015	327	Scott, James A	415.57
108996	Regular	1/30/2015	329	Wagner, Jeffrey	415.57
108997	Regular	1/30/2015	374	Allen, Joshua C	1,854.16
108998	Regular	1/30/2015	353	Dalton, Jesse J	2,070.97
108999	Regular	1/30/2015	373	Fealy, William J	2,303.07
109000	Regular	1/30/2015	301	Gaudette, John J	2,134.02
109001	Regular	1/30/2015	186	Junkin, Ross D	3,035.32
109002	Regular	1/30/2015	268	Bykonen, Brian D	2,227.75
109003	Regular	1/30/2015	279	Christenson, Gregg R	2,846.83
109004	Regular	1/30/2015	270	Lyons, Salina K	2,579.45
109005	Regular	1/30/2015	269	Meyers, Robert L	3,534.02
109006	Regular	1/30/2015	284	Ogren, Nelson W	2,877.53
109007	Regular	1/30/2015	266	Thompson, Kelly	2,297.52
109008	Regular	1/30/2015	307	Morrissey, Mayson	3,100.22
109009	Regular	1/30/2015	199	Bahl, Rachel A	2,123.06
109010	Regular	1/30/2015	451	Conway, Sean	1,573.41
109011	Regular	1/30/2015	428	Feser, Angela M	2,297.52
109012	Regular	1/30/2015	448	Finazzo, Dominic V	1,534.95
109013	Regular	1/30/2015	305	Kiselyov, Tatyana	1,573.41
109014	Regular	1/30/2015	453	Leung, Rachael M	1,327.28
109015	Regular	1/30/2015	397	Martinsons, Jaquelyn	588.99
109016	Regular	1/30/2015	195	Patterson, Clifford	2,489.22
109017	Regular	1/30/2015	306	Thomas, Scott R	3,914.96
109018	Regular	1/30/2015	106	Bates, Shellie L	2,264.73
109019	Regular	1/30/2015	349	Buck, Shawn M	1,703.99
109020	Regular	1/30/2015	436	Lindskov, Robert T	3,055.61
109021	Regular	1/30/2015	257	Parrish, Benjamin A	2,123.56
109022	Regular	1/30/2015	173	Vondran, Donald M	3,889.45
109023	Regular	1/30/2015	252	Wesley, Daniel A	2,283.21
109024	Regular	1/30/2015	388	Andrews, Kaitlyn E	344.00
109025	Regular	1/30/2015	434	Bailey, Brooke	130.44
109026	Regular	1/30/2015	481	Binder, Jordan M	62.55
109027	Regular	1/30/2015	393	Blakely, Coleman P.	74.06
109028	Regular	1/30/2015	379	Carrillo, Anthony G	216.06
109029	Regular	1/30/2015	258	Cox, Melissa	656.82
109030	Regular	1/30/2015	409	Hanger, Austin R.	129.28
109031	Regular	1/30/2015	402	Hatch, Christopher	88.12

109032 Regular	1/30/2015	417 Hendricks, Cole M	105.91
109033 Regular	1/30/2015	425 Knox, John Q	403.21
109034 Regular	1/30/2015	426 Knox, Patrick L	470.23
109035 Regular	1/30/2015	438 Mashika, Myroslav	202.89
109036 Regular	1/30/2015	479 Mazick, Hailie	25.58
109037 Regular	1/30/2015	483 Medel, Erick	155.75
109038 Regular	1/30/2015	340 Middleton, Jordan	98.13
109039 Regular	1/30/2015	439 Newman, Ashley M	523.89
109040 Regular	1/30/2015	312 Perko, Roxanne H	577.27
109041 Regular	1/30/2015	319 Praggastis, Alexander	213.42
109042 Regular	1/30/2015	387 Praggastis, Elena C	100.79
109043 Regular	1/30/2015	484 Roth, Alexander E	409.74
109044 Regular	1/30/2015	429 Sizemore, Christine A	395.88
109045 Regular	1/30/2015	497 Spencer, Ethan A.	156.36
109046 Regular	1/30/2015	492 Spencer, Ethan R	108.04
109047 Regular	1/30/2015	392 Wardrip, Spencer A	576.54
109048 Regular	1/30/2015	432 Wilton, Sara J	111.48
109049 Regular	1/30/2015	487 Bykonen, Tyler B	37.40
109050 Regular	1/30/2015	486 Camp, Alicia M	95.24
109051 Regular	1/30/2015	494 Carlsen, Zachary D	113.81
109052 Regular	1/30/2015	488 Cles, Erin L	131.24
109053 Regular	1/30/2015	482 Cruz, Garrett M	119.25
109054 Regular	1/30/2015	464 Gill, Armann S	9.48
109055 Regular	1/30/2015	466 Morasch, David G	58.62
109056 Regular	1/30/2015	463 Quick, Joseph	53.82
109057 Regular	1/30/2015	495 Tashiro-Townley, Joshua C	113.81
109058 Regular	1/30/2015	501 Taylor, Austin G	42.68
109059 Regular	1/30/2015	500 White, Preston A	91.92
109060 Regular	1/30/2015	116 Beaufrere, Noreen	2,963.09
109061 Regular	1/30/2015	137 Throm, Victoria J	2,050.84
1003348365 Regular	1/30/2015	503 Bolli, Regan H	4,597.81
1003348366 Regular	1/30/2015	364 Newell, Nancy J	52.64
1003348367 Regular	1/30/2015	502 Smith, Sean D	348.55
1003348368 Regular	1/30/2015	274 Goldfoos, Rhyan	933.79
1003348369 Regular	1/30/2015	399 Jensen, Emily A	305.98
1003348370 Regular	1/30/2015	410 Lanz, Avalon A.	655.39
1003348371 Regular	1/30/2015	400 Quintos, Edward Louie D	14.30
1003348372 Regular	1/30/2015	415 Rinck, Tyler P	111.63
1003348373 Regular	1/30/2015	489 Wold, Jared K	54.02
1003348374 Regular	1/30/2015	480 Woods, Dylan J	79.60
1003348375 Regular	1/30/2015	496 Chick, Tanner C	73.28
1003348376 Regular	1/30/2015	465 Demecilio, Bryce D	189.72
1003348377 Regular	1/30/2015	499 Goodman, Ryan A	92.35
1003348378 Regular	1/30/2015	461 Miller, Austin	119.63
1003348379 Regular	1/30/2015	474 Shank, Elijah J	37.93
Totals for Payroll Checks	99 Items		113,089.58

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Id	Employee Name	Net Amount
109062	AGENCY	1/30/2015	401SS	ICMA Retirement Trust	17,180.81
109063	AGENCY	1/30/2015	457Ex	Vantagepoint Transfer Agent-	348.63
109064	AGENCY	1/30/2015	CICOV	City of Covington	254.18
109065	AGENCY	1/30/2015	IC401	ICMA Retirement Trust	15,076.14
Totals for Third Party Checks	4 Items				32,859.76

Tax Liabilities	20,753.43
Paylocity Fees	435.82

Grand Total	<u><u>167,138.59</u></u>
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Consent Agenda Item C-3

Covington City Council Meeting

Date: February 10, 2015

SUBJECT: RATIFY THE CITY MANAGER'S EXECUTION OF THE DEDICATION OF REAL PROPERTY, IN THE FORM OF PUBLIC RIGHT-OF-WAY, FOR THE CONSTRUCTION OF A PORTION OF 171ST AVE SE (MAIN STREET) IN ASSOCIATION WITH THE DEVELOPMENT OF THE COVINGTON MIXED-USE PROJECT (LU14-0006/0010)

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Statutory Warranty Deed for dedication of right-of-way

PREPARED BY: Salina Lyons, Principal Planner
Nelson Ogren, Development Review Engineer

EXPLANATION:

Pursuant to the development agreement with Gemstar Properties, LLC (AKA Inland Group) for the development of the Covington Mixed-Use project in the town center, the developer is required to construct a portion of the new 171st Ave SE (Main Street). Full right-of-way dedication is appropriate for the proposed design, where the developer is required to obtain half of the right-of-way width (33 feet) from the adjacent property owner, Valley Medical.

Due to construction timelines, the developer needed to have rights to the subject property prior to approval of the deed by the city council. Since the deed is associated with an approved development project and conditioned accordingly, the city manager executed the document for recording.

Staff is requesting the city council ratify the city manager's execution of the statutory warranty deeds for the dedication of right-of-way to the city for construction of a portion 171st Ave SE.

ALTERNATIVES: None.

FISCAL IMPACT: No direct impact.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Council member _____ moves, Council member _____ seconds, to ratify the city manager's execution of the statutory warranty deed for construction of a portion of 171st Ave SE associated with the development of Covington Mixed-Use (LU14-0006/0010).

REVIEWED BY: Community Development Director, Public Works Director, Finance Director, City Attorney, City Manager

ATTACHMENT 1

WHEN RECORDED RETURN TO:

City of Covington
16720 SE 271st St. Ste 100
Covington, WA 98042
Attn: Permit Services

Grantor: Public Hospital District No. 1 of King County

Grantee: City of Covington

Abbreviated Legal Description: A portion of the Northeast one-quarter of the Northwest one-quarter of Section 36, Township 22 North, Range 5 East, Willamette Meridian, in Covington, King County, WA.

Assessor's Tax Parcel ID No. 362205-9186

STATUTORY WARRANTY DEED

THE Grantor, Public Hospital District No. 1 of King County, a Washington corporation, for and in consideration of mutual benefit and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the CITY OF COVINGTON, a Washington municipal corporation, and its successors and assigns, all of its right, title, and interest, and any after-acquired interest therein, in and to the following described real property situated in King County, Washington:

Full legal description of Property attached hereto as Exhibit A and B and incorporated herein by this reference.

The Grantor hereby covenants that he/she/it is the owner in fee simple and the property is free of all liens and encumbrances, except any right, title, easement, or encumbrance of

record, he/she/it has good and legal right to convey the real property above-described and he/she/it will pay all taxes and assessments due and owing on the property.

DATED THIS 12th day of January, 2015

GRANTOR

Public Hospital District No. 1 of King County
(Corporation Name)

By: [Signature]
(Signature)

David E. Smith
(Typed/printed Name)

General Counsel
(Title)

Accepted on behalf of the City of Covington this _____ day of _____, 2014

CITY OF COVINGTON

By: _____
City Manager

(Typed/printed Name)

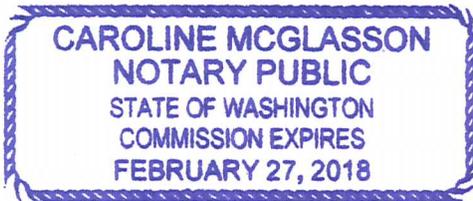
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me David E. Smith, to me known to be the General Counsel of Public Hospital District No. 1 of King County the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Caroline McGlasson

Caroline McGlasson



NOTARY PUBLIC, in and for the State of
Washington, residing at Renton WA
My appointment expires ~~12~~ 02-27-2018
(CM)

Exhibit A

ROW Deed Description

All that certain real property situate in the City of Covington, County of King, State of Washington, being a portion of Parcel B, as said Parcel is shown on that certain map entitled "Covington Towne Center Lot Line Adjustment File No. LU 10-0005", recorded August 11, 2010, as Auditor File Number 2010081100003, in Volume 274, at Pages 62 and 63, King County Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel B, as said Parcel is hereinabove described; thence along the East line of said Parcel B, South 01E19'14" West 43.01 feet to the South line of that certain parcel of land conveyed to the City of Covington by that certain Statutory Warranty Deed recorded June 4, 2013 as Auditor's File Number 20130604001043, said point being the TRUE POINT OF BEGINNING of this description; thence along said South line, North 89E55'44" West 33.01 feet to a line parallel with, and 33.00 feet westerly of, being measured at right angles to, the said East line of Parcel B; thence along said parallel line, South 01E19'14" West 472.40 feet; thence leaving said parallel line, Southwesterly along a tangent curve to the right, having a radius of 30.00 feet, through a central angle of 89E09'20", an arc length of 46.68 feet to the North line of that certain parcel of land conveyed to the City of Covington by that certain Statutory Warranty Deed recorded June 4, 2013 as Auditor's File Number 20130604001042; thence along said North line, South 89E31'26" East 62.56 feet to the said East line of Parcel B; thence along said East line, North 01E19'14" East 502.20 feet to the said true point of beginning of this description, containing 16,755 square feet of land, more or less.

Consent Agenda Item C-4

Covington City Council Meeting

Date: February 10, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE AGREEMENT FOR SERVICES WITH MEYER BROTHERS FOR THE COVINGTON AQUATIC CENTER ROOFING PROJECT.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

- 1. Amendment #1 to the Agreement for Services with Meyer Brothers

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

On August 12, 2014 the City Council awarded the Covington Aquatic Center Roofing Project to Meyer Brothers, the lowest, most qualified bidder. When the contract was developed we used the bid amount as the contract sum. However, during this bid we asked for the alternates and the sales tax to be included as separate line items and we failed to include the amount reserved for the alternates and sales tax in the authorized contract sum. This amendment increases the contract sum to account for the alternates and sales tax.

ALTERNATIVES:

The amendment is necessary to pay the contractor the full amount of the bid. If the amendment is not approved, the city cannot fully compensate the contractor.

FISCAL IMPACT:

The total increase in the contract sum is \$11,288.30. This amount was included in the project cost and funding is available. The amount reserved for alternates is \$2,430. The sales tax portion is \$8,858.30.

Reroofing the aquatic center is the first phase of a two phase project funded by a Washington State Department of Commerce grant. The total grant was for \$388,000. After the roofing project is completed, the remaining \$238,064 in grant funds will be applied towards the aquatic center room expansion project.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute Amendment #1 to the agreement for services with Meyer Brothers for the Covington Aquatic Center Roofing Project.

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

CITY OF COVINGTON

Aquatic Center Re-Roofing Amendment #1

Between the City of Covington and Meyer Brothers Roofing, Inc.

This FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made this 10th day of February 2015, by and between the City of Covington, a municipal corporation organized and existing under the laws of the State of Washington (the “City”) and Meyer Brothers Roofing, Inc., a Washington corporation (the “Contractor”). The City and Contractor are collectively referred to in this Amendment as the “Parties”.

RECITALS

- A. The Parties previously entered into that certain Agreement dated August 12, 2014, Contract No. 1321-14 (the “Agreement”).
- B. The Parties now desire to amend the Agreement in order to revise the total contract sum and the prevailing wage terms.
- C. All conditions set forth in the Agreement shall remain in full force and effect except as modified by this Amendment. All capitalized terms used herein shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

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

AGREEMENT

- 1. **Recitals.** The foregoing recitals are true and incorporated herein by this reference as though set forth in full.
- 2. **Article 4. Contract Sum.** Article 4.1 of the Agreement is hereby amended such that the contract sum shall be increased to \$111,861.80.
- 3. **Article 9.11. Wage Rates.** Article 9.11.1 of the Agreement is hereby repealed and replaced in full with the following language:

The Contractor will name all subcontractors employed in the performance of this Contract. The Contractor shall comply with RCW 39.12 and shall pay prevailing wages for all laborers, workman, mechanic, or individual employed in the performance of this Contract either by the Contractor or a subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Contract. Pursuant to RCW 39.12.040, prior to payment by the Owner of any portion of the Contract Sum, the Contractor must submit, on behalf of itself and each and every subcontractor, a Statement of Intent to Pay Prevailing Wages, which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the Work, the Contractor must submit, on behalf of itself and every subcontractor, an Affidavit of Wages Paid to the Department of Labor and industries for certification. Final payment of

the Contract Sum shall be withheld until the Owner receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

- 4. Conflict.** This Amendment is and shall be construed as part of the Agreement. In case of any inconsistency between this Amendment and the Agreement, the terms of this Amendment shall be controlling.
- 5. Force and Effect.** The Parties hereby ratify and affirm the terms and conditions of the Agreement and agree that except as modified by this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- 6. Execution in Counterparts.** This Amendment may be executed in one or more counterparts and as executed shall constitute one agreement, binding on all Parties, notwithstanding that all Parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF COVINGTON

CONTRACTOR

Meyer Brothers Roofing, Inc.

By: Regan Bolli
Its: City Manager

By:
Its:

Attest:

Sharon Scott, City Clerk

Consent Agenda Item C-5

Covington City Council Meeting

Date: February 10, 2015

SUBJECT: CONSIDER ADOPTING AN ORDINANCE REPEALING THE REGIONAL DISASTER PLAN AND PASSING A RESOLUTION ADOPTING THE REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS AND AUTHORIZING THE EXECUTION OF THE SAME

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed Ordinance Repealing the Regional Disaster Plan and CMC 2.50.080
2. Proposed Resolution Adopting the Regional Coordination Framework for Disasters and Planned Events and Authorizing the Execution of the same
3. Agreement – Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County

PREPARED BY: Shellie Bates, Programs Supervisor

EXPLANATION:

In 2002 the city council passed Ordinance No. 7-02 to adopt the Regional Disaster Plan (“RDP”) and executed the associated Omnibus Legal and Financial Agreement (the “Omnibus”), which served as the mechanism to share resources between organizations that adopted the RDP.

The RDP has since undergone significant revisions and updates, culminating in a newly revised document entitled the Regional Coordination Framework for Disasters and Planned Events (“RCF”). Like the RDP, the RCF facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County and provides a framework whereby cooperative relationships can be formed among public, private, tribal, and non-profit organizations to more efficiently utilize the resources and capabilities of those organizations to minimize the loss of life and property and to protect the environmental and economic health of King County.

Subsequently, a subcommittee of the Regional Disaster Planning Work Group revisited the Omnibus language and eventually finalized the attached draft of the new Agreement for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington (the “RCF Agreement”). (Attachment 3)

Organizations wishing to become a signatory partner to the RCF may voluntarily execute the RCF Agreement. Signatory partners are committed to working together in accordance with the RCF; however, there is no preferential treatment or priority given to organizations who are signatory to the Agreement versus those who are not. Rather, the benefit of being a RCF signatory partner is to save time during a disaster by having decision-making authority for signed jurisdictions already in place and on file.

Becoming a signatory partner to the RCF will allow the city to share information and resources between regional organizations during and after an emergency. Accordingly, city staff recommends that the city council pass the proposed resolution adopting the RCF and authorizing the city manager to execute the RCF Agreement for the city to become a signatory partner to the RCF.

ALTERNATIVES:

1. Not adopt the RCF.
2. Adopt the RCF but do not execute the RCF Agreement to become a signatory partner to the RCF.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to pass an ordinance repealing the Regional Disaster Plan and CMC 2.50.080.

Council member _____ moves, Council member _____ seconds, to pass a resolution adopting the Regional Coordination Framework for Disasters and Planned Events and authorizing the city manager to execute the RCF Agreement for the city to become a signatory partner to the same.

REVIEWED BY: City Manager; City Attorney; Public Works Director

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, REPEALING ORDINANCE NO. 7-02 AND COVINGTON MUNICIPAL CODE 2.50.080 REGARDING THE REGIONAL DISASTER PLAN; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the city council previously adopted the Regional Disaster Plan for Public and Private Organizations in King County (RDP) under Ordinance No. 7-02, codified under Covington Municipal Code (CMC) 2.50.080; and

WHEREAS, the RDP has undergone significant revisions and updates, so much so that it has been replaced with a new document entitled as the Regional Coordination Framework for Disasters and Planned Events (RCF) and the underlying agreement enforcing the RDP has also been replaced; and

WHEREAS, given the purely administrative nature of such regional agreements, the city deems it most efficient to adopt future disaster plans and/or agreements through resolutions rather than ordinances, therefore the city council desires to repeal Ordinance No. 7-02 and CMC 2.50.080 in their entirety without replacement.

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

Section 1. Ordinance No. 7-02 and CMC 2.50.080 Repealed. Ordinance No. 7-02 and Covington Municipal Code 2.50.080 (Regional disaster plan adopted.) are hereby repealed in their entirety.

Section 2. Severability. If any section, paragraph, sentence, clause, phrase, or other provision of this ordinance or ordinance modified by it, or its application to any person or circumstance, is declared to be invalid or unenforceable for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other person or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF FEBRUARY, 2015.

ATTESTED:

Sharon Scott, City Clerk

Mayor Margaret Harto

APPROVED AS TO FORM:

PUBLISHED: February 13, 2015

Sara Springer, City Attorney

EFFECTIVE: February 18, 2015

ATTACHMENT 2

RESOLUTION NO. 15-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, ADOPTING THE REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING THE SAME

WHEREAS, in 2002 the city council passed Ordinance No. 7-02 to adopt the Regional Disaster Plan (“RDP”) and executed the associated Omnibus Legal and Financial Agreement (the “Omnibus”), which served as the mechanism to share resources between organizations that adopted the RDP; and

WHEREAS, the RDP has since undergone significant revisions and updates, culminating in a newly revised document entitled the Regional Coordination Framework for Disasters and Planned Events (“RCF”); and

WHEREAS, like the RDP, the RCF facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County and provides a framework whereby cooperative relationships can be formed among public, private, tribal, and non-profit organizations to more efficiently utilize the resources and capabilities of those organizations to minimize the loss of life and property and to protect the environmental and economic health of King County; and

WHEREAS, subsequently, a subcommittee of the Regional Disaster Planning Work Group revisited the Omnibus language and eventually finalized the attached draft of the new Agreement for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington (the “RCF Agreement”); and

WHEREAS, organizations wishing to become a signatory partner to the RCF may voluntarily execute the RCF Agreement, and becoming a signatory partner to the RCF will allow the city to share information and resources between regional organizations during and after an emergency; and

WHEREAS, city council deems it in the best interests of the city to adopt the RCF and become a signatory partner to the associated RCF Agreement.

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

Section 1. The city council does hereby adopt the Regional Coordination Framework for Disasters and Planned Events as set forth as Exhibit “A” attached hereto and incorporated by this reference as if set forth in full, and as subsequently amended from time to time.

Section 2. The city council hereby authorizes the city manager to execute the Agreement for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington to enable the City of Covington to become a signatory partner thereto.

PASSED in open and regular session this 10th day of February, 2015.

Mayor Margaret Harto

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington



Emergency Management Partners,

As we arrive at another milestone in our regional planning efforts here in King County, we would like to share a brief look back on the cornerstone efforts of the ‘Regional Disaster Plan’ and its notable history.

It is reality that disasters do not respect jurisdictional boundaries, let alone economic environments. Our citizens throughout King County expect the public, private, non-profit and tribal entities to work together in responding to and recovering from a disaster. Geographical King County is 2,134 square miles of diverse terrain with over 1.9 million people, 39 cities, over 120 special purpose districts, two tribal nations, and over 700 elected officials. With our population density, complex system of governance, and significant hazards we face, disasters present the need to plan for a coordinated response among governments, non-profits and businesses.

In 1998, elected officials from Seattle, Suburban Cities and King County passed a motion (#10566) to initiate the planning efforts of a ‘regional response plan and mechanism to share resources.’ That effort was pioneering new territory by establishing a cooperative and voluntary platform linking private businesses, non-profit organizations, government agencies, and special purpose districts. Through collaborative planning and participation, hundreds of entities can behave in a coordinated manner, provide assistance to each other and maintain their authority.

The King County Office of Emergency Management (KCOEM) began the ‘regional planning’ effort in 1999 and formed the Regional Disaster Planning Task Force (now the Regional Disaster Planning Work Group). Any and all partnering disciplines, agencies and organizations were invited to the table and actively participated in taking the ground breaking steps to create the ‘Regional Disaster Plan for Public and Private Organizations in King County.’ Over a two-year period many meetings were held, numerous ideas and concepts discussed and debated, and multitudes of briefings and updates all contributed to a collaborative and transparent regional planning process. Throughout the process the multi-disciplinary groups representing King County Emergency Management Advisory Committee (EMAC) and the King County Regional Policy Committee were briefed and engaged. By early 2001, a Basic Plan and legally vetted ‘Omnibus Legal and Financial Agreement’ were completed, and then... September 11th occurred.

All of us found ourselves in a new era. Our view of the world changed significantly post September 11th and we collectively recognized the need to be even more collaborative in our emergency management efforts. Even the largest of cities would not be able to do it alone. The cumulative efforts of all those engaged partners had moved the regional plan from a concept to the reality of an actual plan ready for signature and implementation. In January 2002, with EMAC endorsement, the EMAC Chair Barb Graff (City of Bellevue Emergency Management) and Co-Chair Bill Wilkinson (Port of Seattle) initiated the inaugural promulgation of the ‘Regional Disaster Plan for Public and Private Organizations in King County.’ By December 2002, 99 cities, fire districts, businesses, schools, water and sewer districts and non-profits were official signatory partners. That same year the 9-11 Commission and the National Association of Counties (NACo) formally awarded and recognized KCOEM for the regional collaboration and planning endeavor – the ‘Regional Disaster Plan.’

The original Regional Disaster Plan was designed using the model of the Federal Response Plan, i.e. a basic plan followed by a series of “Emergency Support Functions,” such as communications and transportation. Through the following years and various Presidential Directives (transitions to the National Response Plan and the National Incident Management System), the Regional Disaster Planning effort continued to engage regional partners from public, private, non-profit and tribes and alternations were made to keep the Plan current. Additional promulgations occurred with Plan updates and more signatory partners joined. With the last official promulgation and signatory process in March 2008, and with continued interest since then, there are currently 145 signatories.

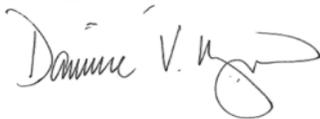
Over time partners and the region have matured with additional focused planning efforts (mass care, evacuation, regional catastrophic, etc.), putting the Regional Disaster Plan in a good position to evolve. After over a year’s work of transformation, the Plan (along with the associated Agreement, which is the legal and financial document addressing sharing of resources; formerly the ‘Omnibus’) are in a new state. Embodying again true regional coordination, the Plan has transitioned to a new format: ‘Regional Coordination Framework for Disasters and Planned Events.’ In a streamlined form, the new Framework (like the former Plan) facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County. By leveraging existing plans, the Framework focuses on five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

All emergency management partners will be provided the opportunity to review and comment on this new and fresh Framework through an identified process. The goal is to roll out the Framework and Agreement to all partners in January 2014 for official promulgation and signature. Regional Disaster Planning Work Group and EMAC members will be active in informing and promoting the intent and benefits of the Framework and Agreement.

The efforts put forth by the Work Group have been well coordinated, and the EMAC has been kept apprised and has advised as needed. We look forward to your agency and organization officially joining in supporting this Framework. Through this Framework, together we can assist one another in a more coordinated response, which will ultimately assist in the quicker recovery of our communities and economy.

Sincerely,



Dominic Marzano, Chair
City of Kent Emergency Management



Gail Harris, Vice Chair
City of Shoreline Emergency Management

*Emergency Management Advisory Committee (EMAC)
This page intentionally left blank.*

Introductory Materials

Promulgation

The Regional Coordination Framework (formerly the Regional Disaster Plan) is intended to embody the true essence of regional collaboration and coordination. From its inception in 1998, by King County Motion #10566, this regional plan "... allows for shared resources and cooperation within existing capabilities and is consistent with emergency management priorities established by the governing body of each jurisdiction, special district, organization or appropriate agency." The value of the Framework that is that the organizational networking and administrative workload can be coordinated in advance of a disaster, thus expediting the response capability from partner to partner and throughout the region.

Approval and Implementation

The Regional Disaster Planning Work Group (RDPWG) is the inter-jurisdictional and multi-disciplinary group responsible for developing, enhancing, and maintaining the Regional Coordination Framework. The RDPWG consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM). All emergency management partners are included and encouraged to participate throughout the review and vetting process.

Modifications to the Framework and its related documents are shared and distributed to all partners. Ongoing reviews and feedback shall occur routinely. When Framework modifications have been vetted through the RDPWG and initial review conducted by partners, the RDPWG Chair/Co-Chair will present them to EMAC for review and endorsement. In accordance with King County Motion #10566, "Any draft regional plan proposed by the Emergency Management Advisory Committee (EMAC) should be submitted through each jurisdiction, special district, organization, or appropriate agency governing body for review and comment." Therefore, all updated documentation is presented for 'Open Comment' for at least 30 days. Emergency management partners are responsible for reviewing and vetting through their internal channels for any concerns and/or issues. Those concerns and/or issues that arise may be documented and sent to the King County Office of Emergency Management. All comments will be reviewed and addressed by the RDPWG, which will in turn recommend amendments and/or changes to EMAC for consideration and recommendation.

The RDPWG holds open meetings, keeps all partners apprised of work and products, and provides reports to EMAC. According to King County Motion #10566, the RDPWG in coordination with EMAC, will "...report to the regional policy committee periodically on its progress in developing the plan, and bring forward to the regional policy committee significant policy issues arising in the process."

Distribution

EMAC will formally endorse the Framework and associated Agreement, and through their 'letter of endorsement,' begin encouraging adoption by partners (public, private, non-profit) within their respective jurisdiction, agency and/or organization. The King County Office of Emergency Management will be responsible for collecting, gathering and maintaining the emergency contact information for participating partners as well as the signatory sheets for those partners who are signatory to this Framework's associated Agreement.

In recognition of the expanding nature of this Framework and the partnerships it encourages, a comprehensive distribution list cannot be provided within this document. Please visit the King County Office of Emergency Management website for a full and current listing of partners to the Regional Coordination Framework and signatories to the associated Agreement.

<http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals.aspx>

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I. Purpose, Scope, Situation Overview and Assumptions

Purpose

The Regional Coordination Framework for Disasters and Planned Events facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington. It provides a framework whereby cooperative relationships can be formed among public, private, tribal and non-profit organizations in order to accomplish this common goal. Through the implementation of this framework, the resources and capabilities of the public, private, tribal and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health within King County.

The Regional Coordination Framework is a voluntary guide to regional response and short term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

Scope

The RCF applies to any disaster or planned event that concurrently challenges multiple jurisdictions or multiple disciplines within King County or affects a single entity to such a degree that it relies upon external assistance. The Framework and the associated Agreement are intended to be utilized in conjunction with other state and local emergency plans, including but not limited to mutual aid agreements such as the Intra-state Mutual Aid System (within Washington State), the Emergency Management Assistance Compact (state-to-state), other public, non-governmental organization, tribal, or private sector agreements, and the Pacific Northwest Emergency Management Arrangement (States of Alaska, Idaho, Oregon and Washington and the Province of British Columbia).

The Framework addresses strategic response activities and allocation of incoming scarce resources for those disasters or planned events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations shared situational awareness and coordinated public information due to the complexity or duration of the disaster(s). The

associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

Although the focus is on disaster response, the Framework assumes future coordinated efforts to address regional protection, mitigation, preparedness, and recovery issues. Likewise, while relationships with other counties and neighboring jurisdictions are not specifically included in this Framework, they are not precluded from participating as a partner.

The framework describes five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

Situation Overview

Disasters and planned events can present unique challenges to the public and private sectors for the efficient and effective use of resources, the protection of lives and property, the protection of the regional economy, and the preservation of the environment or other essential functions. Natural or human-caused hazards may have impacts sufficient to require partners to seek assistance or manage emergency resources and supplies through use of this Framework. Specific information about natural or human-caused hazards may be accessed from emergency management jurisdictions.

Planning Assumptions

- No perfect response is implied by the availability of this framework
- Local, regional, and state resources may not be sufficient to respond to all needs in a timely fashion
- Damages to regional infrastructure may result in unreliable communications and slow delivery or distribution of requested resources
- Impacts to some partners may require assistance from other partners, adjacent counties, the State of Washington, Emergency Management Assistance Compact partners, or the Federal Government and other entities
- Emergencies may require the establishment and/or multi-jurisdictional coordination of emergency actions
- Participation in the Regional Coordination Framework is voluntary

- Acquisition, use, and return of resources as well as the reimbursement for those resources are guided by the associated Agreement
- Regional policy decision-making participants will vary from disaster to disaster
- All partners will comply with federal, state, and local legal obligations
- The King County Office of Emergency Management (KCOEM) will serve as the lead for regional emergency management activities. KCOEM will activate the Regional Communications and Emergency Coordination Center (RCECC) in support of disaster response or planned event coordination, during which the RCECC will be the focal point for information sharing and regional resource coordination
- First responders will continue to be directed by their incident commanders
- Each partner will retain its own internal policies, processes, authorities, and obligations and organize and direct its internal organization continuity

II. Concept of Operations

In the event of a disaster or planned event requiring central coordination at the RCECC, operational authority will remain with partners and local incident commanders. Local procedures will be followed and Emergency Operations Centers or Emergency Coordination Centers (EOCs or ECCs) staffed in accordance with partner plans. Procedures governing internal actions will be maintained by the partner. All necessary decisions affecting response, protective actions, and advisories will be made by those officials under their existing authorities, policies, plans, and procedures. Use of and adherence to the Regional Coordination Framework is voluntary.

The Framework provides a structure for disaster response operations that:

- Uses geographic divisions or zones of the county to:
 - Facilitate coordination of information sharing
 - Assist in the management of resource request processes, prioritization and tracking
- Provides centrally coordinated emergency functions within the region utilizing the King County RCECC
- Provides a mechanism for regional policy decision-making
- Augments existing mutual aid agreements by providing pre-designated legal and financial ground rules for the sharing of resources
- Is consistent with the National Incident Management System (NIMS) and is based on the Incident Command System (ICS)

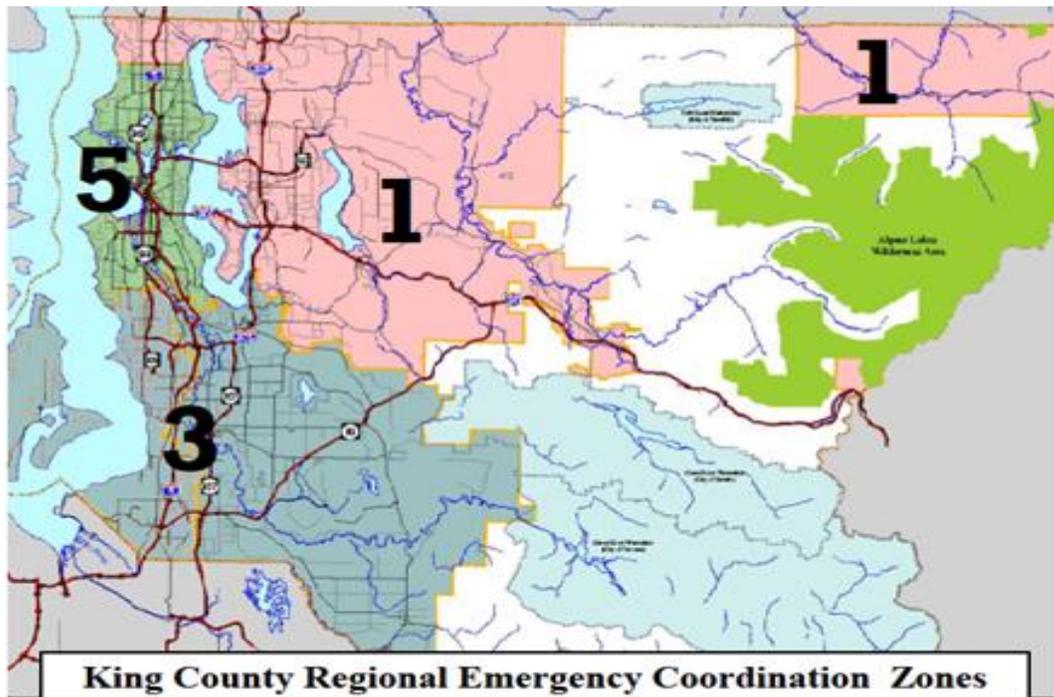


Figure 1: King County Emergency Coordination Zones (2012)

Geographic Divisions

Predetermined geographic divisions of the County have facilitated efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and application of resources during a disaster or planned event. The three Regional Emergency Coordination Zones correlate to the existing King County Fire Zones are (see Figure 1):

- Emergency Coordination Zone 1 – North and East King County
- Emergency Coordination Zone 3 – South King County
- Emergency Coordination Zone 5 - the City of Seattle

Each Zone may develop protocols and procedures for carrying out inter- and intra-zone coordination and response functions. During the response to a disaster or planned event, these zone coordination functions may operate through a Zone Coordinator from the King County RCECC or in a decentralized location.

Organizations that provide services throughout geographic King County (“regional service providers”) may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information

and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

Central Coordination

Where central coordination of regional emergency actions is needed, the King County RCECC may provide a location from which to coordinate.

In accordance with the National Response Framework, the King County RCECC utilizes a hybrid response organization that embeds subject matter experts into the Incident Command System structure through Emergency Support Functions (ESFs). The ESFs, listed below, represent fifteen broad categories that enable subject matter expertise, like resources, and similar capabilities to be aligned into groups to aid coordination.

- | | |
|--|--|
| ESF 1 – Transportation | ESF 9 – Search & Rescue |
| ESF 2 – Communications | ESF 10 – Oil & Hazardous Materials |
| ESF 3 – Public Works & Engineering | ESF 11 – Agriculture & Natural Resources |
| ESF 4 – Fire Response | ESF 12 – Energy |
| ESF 5 – Emergency Management | ESF 13 – Public Safety & Security |
| ESF 6 – Mass Care, Housing, & Human Services | ESF 14 – Recovery |
| ESF 7 – Resource Management | ESF 15 – External Affairs |
| ESF 8 – Public Health, Medical and Mortuary Services | ESF 20 – Military Support to Civil Authorities |

In its role as an Emergency Coordination Center, the King County RCECC facilitates operational response at the regional level and supports operational response activities that are managed at the local level; the RCECC does not make operational decisions for local jurisdictions or partners unless specifically requested. Rather, the RCECC facilitates regional support activities that have been developed collaboratively amongst the appropriate stakeholders, represented through the ESFs and Zone Coordinators.

When the RCECC has been activated, Zone Coordinators and regional service providers may coordinate their efforts from the King County RCECC, via their respective ESF Coordinator, the EOC/ECC of their local emergency management jurisdiction or most impacted partner. Coordination between regional service providers and partners may be from locations remote to the RCECC by electronic means. Healthcare organizations will coordinate through the Northwest Healthcare Response Network, which will in turn coordinate with emergency management jurisdictions through ESF 8, Public Health, Medical and Mortuary Services.

When the RCECC has not been staffed by ESFs, partners will continue to coordinate with other partners, contractors, or mutual aid partners and will brief their local EOC/ECC or emergency management office (with emergency management jurisdiction as defined in RCW 38.52) and the King County Office of Emergency Management (KCOEM) Duty Officer if appropriate. Partners should establish a relationship with their local emergency management jurisdiction in advance.

Once the RCECC has been activated, the RCECC will be contacted through the main RCECC email, radio talk group, or phone number. Information and resource requests will be directed to the most appropriate combination of zone coordinator(s), logistics, planning, or operations (ESFs) sections for their actions.

The King County RCECC Regional Communications and Emergency Coordination Center (KC RCECC) facility is located at 3511 NE 2nd Street, Renton, Washington, 98056.

Transition from regional response to regional long-term recovery

Response efforts at the RCECC entail the immediate actions needed to protect lives and safety of the population, protect or affect temporary repairs to infrastructure, and protect property or the environment. Long-term recovery includes permanent repair, relocation, or replacement of that infrastructure or property. Long-term recovery may take months or many years depending on the nature of impacts. Long-term recovery and potential federal assistance to tribal nations, the public and private sectors is governed by the Stafford Act and other documents with specific terms including the Code of Federal Regulations and Treaties. A separate document addresses regional long-term recovery.

III. Responsibilities

In accordance with Ordinance 17075, King County Government has the responsibility to foster cooperative planning within regional concepts to its emergency mitigation, preparedness, response, and recovery efforts and to serve as the coordinating entity for cities, county governmental departments and other appropriate agencies during incidents and events of regional significance. In addition, King County shall enter into mutual aid agreements in collaboration with private and public entities in an event too great to be managed without assistance.

When an emergency impacts regional King County, the King County RCECC and local EOCs or ECCs may be staffed to address the consequences of the emergency impacts to the public, government, and regional partners or to support regional first responders.

This section of the framework introduces the concept of a regional coordination process that may be needed to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources or transition into long term recovery. The diagram below describes the structure and relationship of regional organizations in response. Also, see Direction and Coordination as well as the Terms and Definitions at the end of this framework.

All Signatory Partners will:

- Identify an Emergency Point of Contact
- Work with their authorized emergency agency in their operations or coordination centers as identified under RCW 38.52.070
- Develop, maintain, and utilize internal emergency plans and procedures
- Direct information and resource communications to their local Emergency Operations or Coordination Center, or the RCECC Section as appropriate
- Equip and train a workforce to sustain emergency operations
- Participate in the development of this framework
- Seek and secure mutual aid documentation
- Abide by the caveats of the this Framework's associated Agreement
- Request regional decision-making on policy issues as needed

The mechanism for regional policy coordination:

- Collaboration on the execution of emergency powers, suspension or limitation of civil liberties
- Collaboration to establish strategic priorities for the allocation of limited resources in support of King County strategic goals and regional objectives
- Communicate with partners and the general public directly or to the public through the RCECC Joint Information Center (JIC)

Elected and Appointed Officials will:

- King County Executive will Serve as the facilitator of the mechanism for regional policy decision-making
- Establish and work through their authorized Emergency Operations or Coordination Centers
- Utilize their established emergency and continuity plans
- Identify Emergency Points of Contact for the jurisdiction with full authority to commit or request resources, personnel, and make decisions on behalf of the jurisdiction

- Work with and through their designated emergency managers for resource needs that cannot be filled within their jurisdiction, mutual aid agreements, available private sector sources, or within the emergency management zone
- Coordinate with private sector partners through their designated EOC or ECC
- Issue emergency proclamations and implement authorized emergency powers
- Coordinate selection and implementation of emergency powers through the mechanism for regional policy decision-making
- Abide by the caveats of the this Framework's associated Agreement

RCECC Incident Manager will:

- Direct RCECC coordination activities
- Recommend formation of and composition of a mechanism for regional policy decision-making
- Keep the those involved with regional policy decision-making informed of policy issues, incident coordination and progress
- Communicate regional policy decisions to the RCECC staff
- Recommend and have drafted a County emergency proclamation as needed
- Work with and direct the Joint Information Center and functional sections of the activated RCECC
- Host Zone Coordinators and regional partners as liaisons to the RCECC
- Establish and adjust regional objectives, identify policy issues, and allocate resources with input from Zone Coordinators and regional service providers
- Facilitate regional situational awareness, Common Operation Picture and information sharing with regional partners and the public
- Facilitate an effective and efficient resource management process

RCECC Joint Information Center will:

- Communicate information to the public and partners that may affect their lives, safety, health, property, or services
- Implement a Joint Information System to assist in coordinating public information

Zone Coordinator(s) may:

- Represent the cities within their designated zone in the RCECC
- Collect and communicate information to the RCECC and the Incident Manager
- Collaborate with the Incident Manager to establish and adjust regional objectives, identify policy issues, and allocate resources
- Direct partner representatives to seek resources within their zone before forwarding requests to the RCECC

- Request regional decision-making on policy issues with notice to the emergency managers
- Maintain situation awareness on needed policy issues and resource requests
- Make limited operational decisions on behalf of their designated zone
- Facilitate information sharing between RCECC and Zone

RCECC Sections will:

- Develop situational awareness and support information sharing throughout the region and up to the state.
- Receive, allocate, track resource issues from county departments and regional partners. Any resources that cannot be provided from within the geographic county shall be attained via contract or forwarded onto the state for action.
- Manage and retain documentation in support of the incident.
- Serve as network control for regional radio communications between regional Emergency Operations or Coordination Centers

Local Authorized EOCs and ECCs will:

- Work within their organization's and zone's resources and capabilities before requesting resources from the RCECC
- Communicate resource requests to the RCECC Logistics Section and their Zone Coordinator in the RCECC when availability within their zone has been exhausted
- Include private sector, non-governmental sector, and tribal nations in local EOC decisions, information sharing and resource management
- Utilize the appropriate mechanism for resource requests to the RCECC
- Support the functions and protocols established in this framework
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization
- Participate in decision making conference calls or physical meetings as appropriate and conditions allow

Emergency Contact Points will:

- Be in an established line of succession that includes names, addresses, and 24-hour phone numbers for each partner
- Make emergency contact information available to regional partners, King County OEM, and the RCECC when staffed
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization

- Participate in decision-making conference calls or physical meetings as appropriate and conditions allow

Resource Lenders will:

- Make available such resources as will not deter the Lender of the ability to continue efforts toward its own response objectives
- Abide by the conditions described in the this Framework's associated Agreement

Resource Borrowers will:

- First seek and exhaust access to resources within their organizational authority
- Seek mutual aid and commercial resources within their emergency management zone
- Request resources through the King County RCECC in accordance with the this Framework's associated Agreement

State of Washington will:

- Seek and accept damage reports and situation reports from the King County RCECC
- Accept and process resource requests received from the King County RCECC
- Seek sources of assistance to fill regional King County logistical needs
- Proclaim a state of emergency, if warranted

Federal government will:

- Provide response assistance to the State of Washington as available and requested under a state proclamation of emergency
- Direct appropriate federal agencies to lend assistance to the State of Washington where possible
- As appropriate, declare a state of emergency in support of response and recovery from the impacts of an emergency in Washington State and/or to regional tribal nations

IV. Direction and Coordination

The Regional Coordination Framework does not carry the authority of code. It is a voluntary agreement between partners to the Regional Coordination Framework and the associated Agreement and any annexes that may be crafted for the benefit of the region. King County and each authorized emergency management agency within King

County are required to have, maintain, and implement their own emergency plans in accordance with Revised Code of Washington (RCW) 38.52. Similarly, other public entities, private sector, non-governmental organizations (NGOs), and tribal nations may maintain plans that describe how they will direct and manage emergencies within their scope of authority. The National Incident Management System (NIMS), National Response Framework and King County Ordinance 17075 are the basis for the regional direction and coordination function described here.

Purpose

The purpose of this section is to identify a mechanism for regional policy decision-making, a process for policy coordination and strategies for the allocation of limited resources to regional disasters within established criteria and priorities.

Situation and Scope

Tactical direction and control of resources available to onsite/on scene incident commanders remains within the established organizational direction of the incident commander. See this Framework's associated Agreement.

Loaned employees remain the employees of the lending organization while under the direction of the borrowing organization during their assignment.

Where regional policy decision-making is needed, elected officials may enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources under proclaimed emergencies. Regional Partners may not be bound by all of the regional decisions made. Decisions may impact regional partners that are not signatories to the Framework's associated Agreement.

All political subdivisions retain the authority to direct requests for assistance to the Washington State Governor's Office and the State Emergency Management EOC.

Establishing Regional Decision-Making

Regional policy decision-making may be informed by the King County Executive, Local Health Officer, the legal representative(s) of cities and tribal nations as required by the disaster and subject matters experts, as necessary. Initial coordination between impacted regional partners may occur through the initiation of a conference call by the King County RCECC, the request for such coordination by one or more Zone Coordinators, or at the request of one or more partners. Subsequent meetings, whether at the RCECC or by conference call will be scheduled and announced to all authorized emergency management agencies in sufficient time to allow maximum participation.

Coordination meetings and call announcements will include representatives from authorized emergency management agencies under RCW 38.52.070 and tribal nations. The interests of private sector and non-governmental organizations should be represented by their most appropriate authorized emergency management agency.

The King County Executive or designee will facilitate the meetings whether virtual or conducted at the RCECC. Partners and representatives participating in regional policy decision-making may vary from disaster to disaster depending on the experienced impacts to the region. All partner representatives must have the authority to represent their organization for consensus decision-making and commitment or request resources. Verification of personnel will be conducted internally through local EOCs or ECCs.

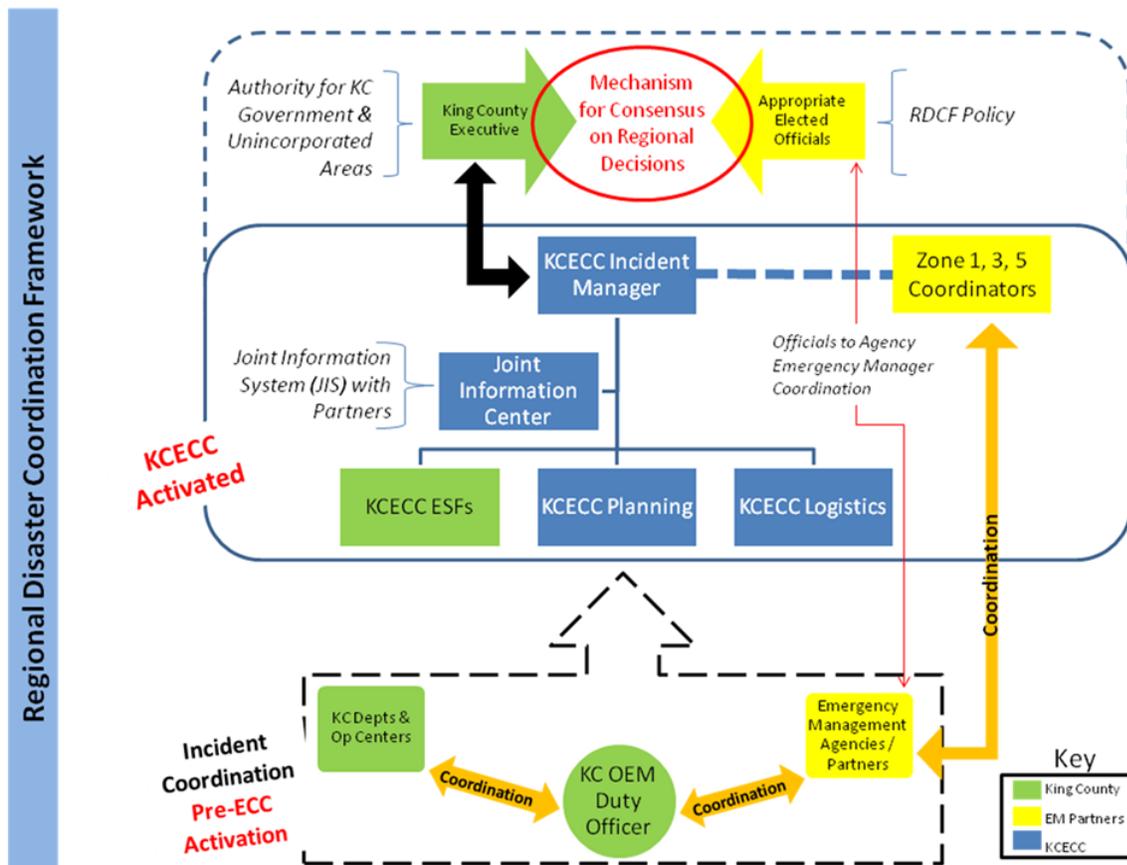


Figure 2: Information and escalation flow for regional policy decisions

Establish regional response priorities, policies, and decisions

Information guiding the decision-making process will be made available to all partners prior to the conference call or physical meeting.

Policy deliberations will occur between the County Executive and whichever cities and tribal nations are needed to participate in regional policy decision-making. When regional decision-making is needed, all attempts will be made to come to consensus on all decisions.

General criteria for policy decisions will include doing the most good possible within each category and may include but is not limited to:

- Preservation of life, safety and preservation of human health
- Caring for vulnerable populations
- Preservation of public infrastructure and property
- Protection of the regional economy
- Protection of the environment
- Preservation of private property

The King County Incident Manager will assign someone to document the announcement of the conference call and/or physical meeting, the participants and attendees, the agenda, decisions, next steps, and known or anticipated future conference calls or meetings times/dates and locations as may apply.

Policy decisions will be communicated through local Emergency Operations and Coordination Centers and disseminated via the Joint Information System.

V. Information Collection, Analysis, and Dissemination

For the purposes of the Regional Coordination Framework, the collection, analysis, and dissemination of information include Situational Awareness and Public Information.

Situational Awareness

Situational awareness is knowing what is going on around the region, understanding what needs to be done in the region, and distributing such information to regional partners.

Purpose

The purpose of this section is to describe the process of how the region establishes and maintains situational awareness during regional incidents and events. This process is critical to effectively create stability, implement response, and undertake recovery within the region. With this process documented, the region will have a major component of its Common Operating Picture (COP) established.

Situation and Scope

Situational awareness is developed by timely and accurate information about the level of impact, resources currently utilized in the response, resources available to support the response, and perceived needs of the jurisdiction, partner and public. Each entity manages the information and needs specific to that entity and its area of responsibility. When entities share their specific situational awareness with each other and partners develop an understanding of each other's impacts and needs, a Common Operating Picture (COP) is created. The development and management of situational awareness and a Common Operating Picture are vital to effective and efficient response and proactive planning on a regional level.

Responsibilities

It is expected that all partners (public entities, tribal nations, private sector, and non-governmental organizations) manage their own situational awareness streams. When disasters occur, impacted partners will consolidate damage and situational information with their most appropriate emergency management jurisdiction EOC or ECC. Local EOCs and ECCs will relay all appropriate information to the King County RCECC. The region's situational awareness and Common Operating Picture are dependent on all streams of information.

The County Zone Coordinators will play a pivotal role by incorporating information from their related geographic areas into the region's COP. The King County RCECC will have the responsibility to collate these streams into a shared situational awareness as part of the region's COP.

Concept of Operations

Information collection, analysis, and dissemination are critical elements that must be maintained before, during, and after a disaster. Through coordination and collaboration, KCOEM and regional partners support a regional information management strategy through all phases of emergency management with a particular emphasis on both preparedness and response to ensure a smooth transition into a response drive information management cycle.

Since situational awareness is part of a larger COP, an information management cycle (often referred as a reporting cycle) will be developed to facilitate regional partners providing their information streams. The cycle will identify when information will be collected and distributed.

The 24 hour cycle of the regional planning clock consists of two operational shifts within the RCECC, beginning at 0700 and 1900 respectively. In general, the RCECC will

compile information and publish it in a situation report every 12 hours. Additionally, snapshots, brief updates to the more complete situation report, may be generated every three hours. Partners are expected to maintain the capability to share and receive information and to actively participate in information sharing within the region.

Recognizing that not every incident will occur on a timetable to easily fit within the 24 hour planning clock established; the King County RCECC may adjust the planning clock as necessary but will always strive to attain a 0700 and 1900 cycle. One benefit of the planning clock is the pre-determined sequence of events that are necessary to best prepare for and inform critical decision making throughout the response coordination. The planning clock recognizes the importance of sequencing events where the collection and analysis of available information is followed by internal briefings, distribution of information to partners and the public, internal and external conference calls, and objective setting for future operational periods. The schedule of these information management steps recognizes the local and national media deadlines for the morning work commute (usually about 0430) and the evening commute deadline (usually about 1500).

Fundamental products of situational awareness such as snapshots, situation reports, etc., are designed to represent the current situation and ultimately project the future status of an incident or event. Essential elements of information will be identified for each disaster or planned event. At a minimum the following essential elements of information will be incorporated within snapshots and situation reports:

- Current situation or situation update
- Availability of regional services
- Local operation and coordination center activation status(es)
- Impact on and response by geographic area (i.e. city or zone) or Emergency Support Function (i.e. transportation, public health, utility, etc)

References

- Zone 1, 3, and 5 Situation Report Templates
- KC RCECC Situation Report and Snapshot Templates
- King County CEMP
- List of Plans-Reference to “Plans Inventory”

VI. Public Information

A cooperative and technically effective use of the media, Internet, social media channels, and community warning systems will provide the best chance of conveying life-safety and public awareness information to large numbers of at-risk people.

Purpose

The purpose of this section is to establish a regional Joint Information System (JIS) that will support emergency response through the effective development, coordination, and dissemination of emergency public information in the event of a wide-spread emergency or disaster within King County. The expected outcomes of this coordinated planning effort are intended to facilitate:

- Coordinating communications between agencies, tribal nations, and organizations with the media and public for accurate and consistent messaging
- Establishing a central point for information distribution on behalf of partners needing public information assistance as well as facilitating regional information coordination
- Expanding the utility of electronic notification systems to include online multi-organizational systems to intentionally enhance information sharing amongst partners
- Establishing and/or utilizing redundant community warning systems to ensure messaging is sent to impacted areas by the most expedient means possible

Situation and Scope

When multiple regional partners recognize a need to coordinate the distribution of emergency information to the public, a Joint Information System may provide a process for consistent messaging. A Joint Information System may include a wide range of public, private, non-governmental, or tribal partners to include partners from beyond the geographic boundaries of King County.

Responsibilities

All partners are invited to contribute to this communication capability. While there are some agencies, prescribed by law or designated authority, that are responsible to enact specific systems, such as the Emergency Alert System and other jurisdictional or community warning systems (i.e. reverse 911 capabilities), it is with the combined and coordinated use of all our collective communication systems that we can reach the broadest number of people with the most accurate information.

Public and Tribal Entities

E911 Centers in King County, The King County RCECC, Public Health - Seattle & King County, cities, special purpose districts, and Tribal EOC's, National Weather Service, Washington State Emergency Management Division, are all

examples of public sector organizations and Tribal Nations with warning and notification capabilities. These organizations use their access to electronic notification systems, websites, web based systems, reverse dialing from 911 database, social media, PIO's, media releases, phone banks, trap lines, and volunteers who hand deliver information to disseminate and receive critical information.

Private Sector

Private partners can aid in warning and notification by coordinating the release of critical information or receiving information through their own internal communication processes and working within the Regional Joint Information System (see below for definition) to disseminate and receive critical information.

Non-Governmental Organizations (NGOs)

Non-government organizational partners also aid in reaching the more vulnerable populations that may not receive warning messages from more traditional means. Ensuring that NGOs support the receipt and dissemination of critical information is critical to meeting the needs of vulnerable community members.

Concept of Operations

This section assumes that regional partners will establish a public information function to provide emergency information and warning to their respective communities and constituent's before, during, and after a disaster or planned event. This emergency information function should include the coordination of information with other affected organizations. For the purposes of the Regional Coordination Framework, we are addressing the need to coordinate for a wide scale disaster with regional impacts.

Notification and Warning

There are multiple warning systems that currently exist throughout all levels of government that provide alert and warning notification to governmental agencies as well as the public. Details on specific systems can be accessed through the appropriate local emergency management jurisdiction. Non-governmental, private and non-profit partners should be familiar with the various systems available through their respective emergency management jurisdiction. All partner organizations should also be familiar with the various systems utilized by partner emergency management jurisdictions to activate support personnel and Emergency Contact Points identified in accordance with this Framework. All partner organizations are encouraged to use their agency's email, social media sites, and phone systems to pass on appropriate warnings to employees and customers.

Joint Information Centers/System (JIC/JIS)

Joint Information Centers (JICs) are physical and centralized locations from which public affairs and critical emergency information responsibilities are performed. JICs facilitate operation of a Joint Information System (JIS) – the mechanism used to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and organizations.

The King County RCECC will activate a regional JIC/JIS as needed to verify and align various streams of information, and release timely messages to the media, key stakeholders, and the general public. This information is issued in cooperation with affected jurisdictions, agencies, and organizations. Regional partners may be asked to send a representative to assist with JIC/JIS operations, either through direct support within the JIC or via remote access (phone, internet, video conferencing). This does not preclude any jurisdiction, agency, organization, or Tribal Nation from issuing information that pertains to them exclusively; however it is highly recommended that the regional JIC/JIS be informed of those communications.

References

- King County CEMP ESF 15
- King County Emergency Coordination Center Operations Manual
- King County Public Information Officers (PIO) Procedures Guidelines
- Regional Joint Information Center (JIC) Manual

VII. Communication

The ability to communicate through a variety of different mediums in order to share timely information and to gain accurate situational awareness is critical during disasters and planned events. During a large scale regional disaster it is paramount to sound decision-making.

Purpose

The purpose of this section is to establish a communication process where regional partners will have the capability to access information “lines” to the King County RCECC, while establishing one central location to collect, prioritize, and disseminate information. These access modalities can generate from several different technologies. Redundant systems are in place for better odds of gaining access during times when many of these communication modes may not be functional.

Situation and Scope

This section of the Framework describes the communications process and systems needed to manage information collection and distribution during a disaster or planned event as the organizational structure expands and contracts within geographic King County.

Responsibilities

It is expected that all partner organizations will endeavor to obtain and maintain a variety of ways to communicate their status and resource needs to their respective emergency management jurisdiction and the King County RCECC during disasters and planned events. The King County Office of Emergency Management will test these internal communication systems on a regular basis to ensure communication connectivity with regional partners. Maintaining communication connectivity is critical to successful response during a disaster. It is expected that regional partners will work with KCOEM to maintain their internal communications systems, test them, and improve upon them as resources allow.

King County RCECC may act as a network control manager for radio frequencies and talk groups used to maintain situation awareness, support decision-making, manage resources, or to continue regional services.

Concept of Operations

To facilitate internal communication for situational awareness, partners have a variety of means at their disposal to give and receive information.

Emergency communications includes tools, processes, interoperability, and redundancy that govern the management of information, warning and notifications, decision-making, and resource management. Survivable infrastructure is an important element of the support needed to ensure continuous communications within and between regional partners. Available tools may include email, regular phone service, cell phones, 800 MHz radios and talk groups, VHF radio frequencies, amateur radio, facsimiles, the internet, social media, reverse 911 programs, or other technology.

King County, in cooperation with other local jurisdictions and organizations, will support regional collaboration and information sharing. The RCECC will serve as the primary information hub for regional communications including a regional Common Operating Picture. Information on operational or policy topics may be posted as available.

References

- King County Communications Plan
- Tactical Interoperable Communications Plan

VIII. Administration, Finance, and Logistics

This section to the Regional Coordination Framework describes the maintenance of the document and the management of resources in response to emergency impacts to geographic King County. The financial management of costs and expenses incurred during an emergency is covered in the associated Agreement to this Framework.

Resource Management

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During a disaster or planned event, requests for mutual aid within the zone should be the first call for help. During a disaster or when requests for mutual aid cannot be granted, any threatened participating organization can request resources from other participating organizations. This document facilitates the sharing of resources amongst regional partners willing and able to share resources.

The Resources section of the Regional Coordination Framework Agreement addresses resource lending and borrowing protocols. When a disaster is large or complex enough to initiate an emergency proclamation from the city, county or state level; various emergency powers may be enacted to aid and support resource management. Only jurisdictional cities, counties and tribal nations can sign an emergency proclamation. If further support is needed, the chief elected official or their successor/designee of the affected partner will proclaim an emergency, and then contact their designated Zone Coordinator or other Point of Contact and/or the King County RCECC to request further assistance.

Assistance may be requested by using one of the following mechanisms:

- A request or supply of resources under the auspices of this Framework's associated Agreement, or
- A request or supply of resources under the auspices of Intra-State Mutual Aid or Emergency Management Assistance Compact, or
- A request or supply of resources under the auspices of another form of mutual aid or other assistance.

Resource management involves knowing what resources are available to the region or county (inventory), identifying them based on what they are and what they can do (type and kind) and developing procedures and protocols for their use (request, dispatch, demobilization/recall).

Purpose

The purpose of this section is to describe a resource management process which regional partners within King County will follow in a disaster.

Situation and Scope

This section of the Framework describes the processes for management of regional finance and logistics during and after a disaster impacting regional partners to the Regional Coordination Framework and associated Agreement. This Framework expands on those principals described under Intra-State Mutual Aid RCW 38.56 for sharing resources.

Responsibilities

Regional partners will endeavor to obtain the ability identify, inventory, request, deploy, track and recall the critical resources needed to respond to, and recover from, any disaster.

Logistical and resource coordination will be through the three King County Emergency Coordination Zones and the King County Regional Communications and Emergency Coordination Center (RCECC).

The staff of the activated RCECC will coordinate and support regional resource management activities in collaboration with the region's Resource Management Workgroup through all phases of emergency management. Since resource management is critical to a successful resolution during a disaster, it is important that each regional partner commits to establish a process to describe, inventory, request, deploy and track resources within their jurisdictions and to work in a cooperative effort with the King County RCECC.

Equipment, supplies, and personnel needed by partner organizations should be sought first from within their own agency/jurisdictions/organization, other local sources, mutual aid agreements, then within the King County Fire/Emergency Management zone, and then from King County RCECC. Resource needs beyond the capacity of the local level and King County will be forwarded to the State of Washington or through the State to the Federal Government.

Regional Coordination Framework partners will follow the legal and financial guidelines established in the associated Agreement.

In situations where important resources are scarce, the regional decision-making mechanism may be utilized to recommend strategies for resource management. The King County Executive, or designee, still retains the authority for King County government resource priorities and distribution. As noted earlier and also reflected in the Framework's associated Agreement, all entities retain authority over their resources, and respective elected officials retain authority over their government resource priorities and distribution. See Direction and Coordination.

Concept of Operations

King County Office of Emergency Management maintains a 24/7 duty officer capability to assist partners during events when coordination needs arise. When activated for disasters or planned events, the RCECC will be the focal point for resource management for all regional partners within King County, King County government and unincorporated areas.

KC RCECC, in cooperation with other local jurisdictions, will

- Provide technology to assist with the primary tasks associated with resource management
- Manage a process to describe, inventory, request and track resources
- Activate these systems before and during a disaster/event
- Dispatch resources before and during a disaster/event
- Deactivate/demobilize or recall resources during or after a disaster/event

The KC RCECC will accept resource requests utilizing information provided on accepted forms. The resource requests will be accepted by: phone, email, radio, facsimile, hardcopy or any verifiable electronic method. Confirmation of receipt with the requestor will be made as soon as possible.

Requests for resources should be stated in terms of need (i.e. type and kind, mission requirements, etc.) and the particular resource if known. Should clarification of the request be required, follow-up may be conducted by a RCECC Logistics Section staff member, appropriate Zone Coordinator, or appropriate ESF representative.

The KC RCECC will update the resource request status, ensuring full disclosure of where the request is within the process. All requested resources will be tracked through completion of assignment as many resources will be in high demand amongst the many regional partners within King County. Effective and efficient response coordination is

aided by expeditious reassignment of resources from partner to partner rather than having a high demand resource is completely demobilized from the disaster and returned to its parent organization prior to reassignment to another requesting partner.

The borrowing organization will maintain status and resource information for effective and efficient resource use. Resources committed to a disaster will remain available to that incident site until they are released by the on-scene command structure or re-called by their own organization.

When resources are no longer needed, they will be released and demobilized by the on-scene Incident Commander/Manager, the organization that made the initial request, or the RCECC Incident Manager. The requestor must ensure that the resource is in the agreed upon condition prior to returning to the lending agency or vendor. In addition, the requestor must communicate the resource status to the KC RCECC for tracking.

References

- Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency
- Resource Typing System Governance Document
- King County CEMP ESF 7 Resource Support
- KC RCECC Resource Request Process
- Revised Code of Washington 38.56

IX. Document Development and Maintenance

Planning Limitations

This Framework and associated Agreement forge new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this Framework.

In a situation where the King County RCECC cannot perform the duties outlined in this document, those duties could be assumed by the Washington State EOC.

Regional partners to this Framework will make every reasonable effort to prepare for their responsibilities identified within this document in the event of a disaster. However, all resources and systems are vulnerable to natural, technological and human caused

disasters and may be overwhelmed. Regional partners can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this Framework that a perfect response to a disaster or planned event will be practical or possible. Regional partners, including their officials and employees, shall not be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this Framework.

Training and Exercises

Training

Training is a vital component to helping all regional partners understand the purpose and scope of the document. Collaboratively, regional partners are responsible for training their organizations to the purpose, scope and operations of the Framework. The King County Office of Emergency Management is responsible for assisting potential partners with training their community or organization. The training effort can be accomplished through presentations to public, private and non-profit organizations on the benefits of working within the auspices of the Regional Coordination Framework.

Exercises

Exercises are conducted to determine if the Framework is operationally sound. Exercises of the Regional Coordination Framework may be conducted collectively as a county region, by zone or by individual partner. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the document and components. In conjunction, training may also be identified to facilitate in overall effectiveness of the Framework and its support documents.

Ongoing Document Development and Maintenance

This framework has been developed and will be regularly updated by the Regional Disaster Planning Work Group. The Work Group consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM).

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain

and publish the Framework and supporting materials on the King County OEM web site at <http://www.kingcounty.gov/prepare>.

Suggested changes will be considered yearly and can be mailed to: King County Office of Emergency Management, 3511 NE 2nd Street, Renton WA 98056. Faxes will be received at (206) 205-4056. Telephone messages can be left at OEM's general number: (206) 296-3830. The King County OEM Plans Manager is the staff person specifically tasked with the maintenance of the Regional Coordination Framework, its associated Agreement and any annexes to the Framework.

Modifications to this Regional Coordination Framework and its associated Agreement will be developed by the Regional Disaster Planning Work Group and then submitted to the Emergency Management Advisory Committee for review and comment. Further vetting with regional partners beyond the membership of EMAC will also be conducted.

X. Terms and Definitions

'Agreement' – refers to identical agreements executed in counterparts which bind the executing signatory partners to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Agreement are all identical and the execution of the Agreement binds a signatory partner to all other signatory partners who have executed identical Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Agreement and the Regional Coordination Framework must be fully executed and received by the King County Office of Emergency Management.

'Borrower' – refers to a signatory partner who has adopted, signed and subscribes to the associated Agreement, and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of the Agreement.

'Disaster' – refers to but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating partner causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected signatory partner, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.

'Emergency Contact Points' – refers to the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Coordinator and the King County Office of Emergency Management by each partner. The list includes names, addresses, and 24-hour phone numbers of the Emergency Contact Points of each partner. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the partner to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s) is acceptable.

'Emergency Operations or Coordination Center (EOC/ECC)' – refers to a location from which coordination of emergency response and recovery functions can be hosted.

'Framework' – 'Regional Coordination Framework for Public and Private Organizations in King County' ("Framework") means an all-hazards architecture for collaboration and coordination among jurisdictional, organizational and business entities during emergencies in King County.

'Lender' – refers to a signatory partner who has signed the Agreement and has agreed to deliver Emergency Assistance to another signatory partner pursuant to the terms and conditions of the Agreement.

'Long-term Recovery' – (FEMA description) refers to the phase of recovery that may continue for months or years and addresses complete redevelopment and revitalization of the impacted area.

'National Incident Management System' (NIMS) – (FEMA description) refers to the systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

'RCECC' – refers to the King County Regional Communications and Emergency Coordination Center; the location from which information and resource management is conducted in support of disasters or planned events.

'Region' – refers to geographic King County and its adjacent jurisdictions.

'Regional Partners' – refers to all public, private, non-governmental, or tribal organizations that may or may not be signatory/subscribing organizations to the Regional Coordination Framework, the associated Agreement and its annexes.

‘Regional Policy Decision-Making’ – refers to the mechanism established to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, and/or determine strategies for the allocation of scarce resources under proclaimed emergencies.

‘Regional Service Providers’ – refers to those organizations, both public and private, that provide services to the region. These may include but are not limited to: adult and juvenile detention facilities, water and sewer utilities, power companies, transit, food distribution, or other services.

‘Response’ - (FEMA description) refers those capabilities necessary to save lives, protect property and the environment, and meet basic human needs after a disaster has occurred.

‘Short Term Recovery’ – (FEMA description) refers to the phase of recovery which addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery organizations and resources including restarting and/or restoring essential services for recovery decision-making.

‘Signatory Partners’ – refers to those organizations signatory to the associated Agreement of the current Regional Coordination Framework.

‘Zone(s)’ – refers to those geographic areas conforming to the fire response zones in King County and designated Zone 1 (north and northeast county), Zone 3 (south and southeast county to include Vashon Island), and Zone 5 (the City of Seattle).

‘Zone Coordination Function’ – refers to those activities that may include pre-planning, training, or information collection and resource status activities within a particular Zone.

‘Zone Coordinators’ – refers to those individuals who may perform the Zone Coordination Function.

XI. Authorities and References

RCW 38.52.070 (summary)

Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although

special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this framework allows such entities to participate in this regional response plan.

RCW 38.56 Intrastate Mutual Aid System (summary)

Code that describes the sharing of resources between political subdivisions of Washington State, documents like mutual aid agreements, and others governing the terms under which resource may be borrowed, loaned, and reimbursement protocols.

King County Ordinance 17075, May 2, 2011

The King County Office of Emergency Management is tasked with regional coordination in disaster preparedness, response, recovery and mitigation by King County ordinance 17075.

Excerpts: “The mission of the office of emergency management shall be to provide for the effective direction, control, and coordination of county government emergency services functional units, to coordinate with other governments and the private, non-governmental sector, in compliance with a state-approved comprehensive emergency management plan, and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.

And,

“Foster cooperative planning at all levels to enable a uniform and rational approach to the coordination of multi-agency and multi-jurisdictional actions for all regional mitigation, preparedness, response, and recovery efforts.”

The Washington Mutual Aid Compact (WAMAC)

The Washington Mutual Aid Compact (WAMAC) is the operational implementation of the Intrastate Mutual Aid System and provides for resource sharing between governments in response to a disaster which overwhelms local and mutual aid resources. The elements of this Regional Coordination Framework are designed to work in conjunction with the operational elements of WAMAC.

Mutual Aid Agreements

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Coordination Framework or associated Agreement.



AGREEMENT

Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations
in King County, Washington

February 2014

Updating Process of former “Omnibus Legal and Financial Agreement”

As the development of the ‘Regional Disaster Plan’ began in 1999, there was also a need to create a ‘mechanism to share resources.’ The Plan focused on establishing a cooperative and voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts. A legal document was needed to address emergency assistance covering the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster.

Back in 1999 to 2001, legal advisors from King County Prosecuting Attorney’s Office and several other public and private entities worked together to frame the appropriate legal and liability language forming the ‘Omnibus Legal and Financial Agreement.’ The Agreement withstood the legal review and approval of many public, private and nonprofit organizations that thereafter signed onto the Plan and Omnibus.

As the Plan transitioned and evolved into the ‘Framework,’ the time was also appropriate to revisit the Omnibus. Over the twelve year tenure of the Omnibus, mutual aid methodology and practices had evolved at the regional, State and Federal levels; as well as alterations in the Federal Emergency Management Agency (FEMA) public assistance arena.

In 2012 a subcommittee of the Regional Disaster Planning Work Group began the process to revisit the Omnibus language. The subcommittee consisted of legal advisors from King County, City of Auburn and City of Seattle and emergency managers from King County, Seattle, Bellevue, Zone 1, Zone 3 and Washington State. Through several meetings leveraging the guidance and expertise of the legal and mutual aid subject matter experts involved, the subcommittee finalized the current draft of the ‘*AGREEMENT for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Event for Public and Private Organizations in King County, Washington.*’ A large percentage of the original language has stayed the same with a few language and terminology updates. The key areas of adjustment include:

New Changes
Document re-titled to ‘Agreement’ – simpler title; Replaced ‘Omnibus Legal and Financial Agreement’
Replaced ‘Plan’ wording throughout document with ‘Framework’
Replaced ‘Omnibus’ wording throughout document with ‘Agreement’
Terminology changes made by replacing ‘borrower’ and ‘lender’ with ‘requester’ and ‘responder’
Adjusted language in ‘Article I – Applicability’ to say “...located in King County.”; Replaced “...in and bordering geographic King County.”
Updated verbiage in ‘Article II – Definitions’ on ‘Basic Plan’ and ‘Package’ since it is now a ‘Framework’
Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency’

Regional Coordination Framework AGREEMENT

Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency Contact Points’
Updated respective sections with correct King County Office of Emergency Management address; Former ‘7300 Perimeter Road’ address
Updated verbiage in ‘Article IV – Role of Emergency Contact Point for Signatory Partners
Renaming to and cleaned-up language in ‘Article VI – Payment and Billing’; Formerly titled ‘Article VI – Payment for Services and Assistance’
Cleaned-up language in ‘Article VIII – Requests for Emergency Assistance’
Removed section ‘IX – General Nature of Emergency Assistance’; Repetitive of existing language
Renaming to ‘Article IX – Provision of Equipment’; Formerly ‘Article X – Loans of Equipment’
Renaming to ‘Article X – Provision of Materials and Supplies’; Formerly ‘Article XI – Exchange of Materials and Supplies’
Renaming to ‘Article XI – Provision of Personnel’; Formerly ‘Article XII – Loans of Personnel’
Renaming to and cleaned-up language ‘Article XII – Record Keeping’; Formerly ‘Article XIII – Record keeping’
Renaming to and cleaned-up language ‘Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution’; Formerly ‘Article XIV – Indemnification and Limitation of Liability’
Articles following have been renumbered and renamed appropriately

AGREEMENT

*for organizations participating in the
Regional Coordination Framework for Disasters and Planned Events
for Public and Private Organizations in King County, Washington*

This AGREEMENT (“Agreement”) is entered into by the public and private organizations who become signatories hereto (“Signatory Partners”) to facilitate the provision of Emergency Assistance to each other during times of emergency.

WHEREAS, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

WHEREAS, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.
- B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.
- C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.
- D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.
- E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.
- F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.
- G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.
- H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.
- I. 'Signatory Partner' means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.
- J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

- A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

- A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.
- B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.
- C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

Article V - TERM AND TERMINATION.

- A. This Agreement is effective upon execution by a Signatory Partner.

- B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2nd Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT AND BILLING.

- a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.
- b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.
- c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.
2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.
3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.
4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

D. DELAY/FAILURE TO RESPOND. No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

E. MEDIATION AND ARBITRATION. If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. SIGNATORY PARTNERS LITIGATION PROCEDURES. Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

Article XIV - SUBROGATION.

A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVI - MODIFICATIONS.

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XVIII - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXV - VENUE.

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

Article XXVI - TORT CLAIMS.

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Article XXIX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2nd Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

IN WITNESS WHEREOF, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:

ADDRESS:

AUTHORIZED SIGNATURE:

DATE: _____

Please submit this form to the King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE
EXTENDING THE MORATORIUM ON MEDICAL MARIJUANA
PRODUCTION AND PROCESSING FACILITIES, DISPENSARIES, AND
COLLECTIVE GARDENS FOR SIX MONTHS

RECOMMENDED BY: Richard Hart, Community Development Director
Sara Springer, City Attorney

ATTACHMENT(S):

1. Proposed ordinance extending said moratorium for an additional six months.

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

The purpose of this agenda bill action is to hold a public hearing to allow public testimony and take action extending the moratorium on medical marijuana production and processing facilities, dispensaries, and collective gardens for an additional six months.

In August 2011, the city council established a twelve-month moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens. That moratorium was extended for an additional six months in August 2012, February 2013, August 2013, February 2014, and August 2014. This proposed ordinance would further extend the moratorium for an additional six months, until August 2015, unless earlier terminated.

As previously briefed to council, cities had hoped that during the last legislative session the state Liquor Control Board (LCB) and the state legislature would have developed a new regulatory framework for medical marijuana substantially similar to the recently adopted state regulations for recreational marijuana. However, despite a review by the LCB regarding recommended medical marijuana regulation changes, the legislature failed to act on the issue in their 2014 legislative session.

Given the ambiguity that still remains in current state law regarding medical marijuana, and the federal government's direction that any state legalization of marijuana should be regulated through a robust regulatory system (which is currently in place for recreational marijuana but not yet for medical marijuana), it remains a near certainty that the state medical marijuana regulatory landscape will change. What is in doubt is the scope and timing of that change. At least one bill proposal has been submitted for the 2015 state legislative session, and more are anticipated. However, again, it is currently not known if the legislature will unite around one proposal and pass legislation by the end of the 2015 session.

Because current state regulations for medical marijuana are still ambiguous and insufficient, and because it is undisputed that the current state regulations need to be updated, staff recommends for the city to maintain its current moratorium on medical marijuana facilities and collective gardens until such new regulations are adopted by the state legislature.

City staff will continually monitor the evolving legal and regulatory framework concerning medical marijuana.

The moratorium may be terminated, for any reason, prior to the end of the six-month term.

ALTERNATIVES:

- 1. Let the moratorium expire.** This option is not recommended by staff because if the moratorium expires without any further action by the city, there will be no local regulations in place to govern the placement and operation of medical marijuana collective gardens and production, processing, or dispensing facilities. Should the council desire to lift the moratorium, staff recommends for council to follow the interim regulation option below.
- 2. Adopt interim zoning regulations for medical marijuana.** Given the uncertainty in the timing of the state’s revisions to medical marijuana regulations, if the council desires to terminate the moratorium staff recommends for the council to adopt interim zoning regulations as a place holder until the state legislature changes the state regulations.

This option is not favored by staff, however, as any interim zoning regulations would be based on the current state regulations that still remain ambiguous and contradictory; once the state regulations are changed, any uses established under the interim zoning regulations will be grandfathered in as prior legal non-confirming uses. Depending on the extent of the future changes to the state’s medical marijuana regulations, the disparity of allowed uses and regulations of medical marijuana between the current and future regulations could be significant. The city would then have to amortize out the non-confirming uses over time, which is a process that is ideally avoided, if possible.

If council does desire to explore interim regulations, staff advises council to pass the current moratorium so that it remains in place while the interim zoning regulations are drafted—it can then be terminated once the interim regulations are passed.

- 3. Prohibit medical marijuana uses.** Since the last extension of this moratorium, Division 1 of the state appellate court ruled in favor of the City of Kent’s ability to ban collective gardens. The court ruled that the current state regulations do not allow collective gardens because they specify that only individuals on a state registry may establish a collective garden, however the governor vetoed the portions of the law that created a state registry—i.e. if there is no state registry, then there is no legal way for individuals to comply with the requirements for establishing a collective garden. However, this past November the Washington State Supreme Court granted a Petition for Review of the Division 1 case, therefore this case should not be used as authority to ban medical

marijuana collective gardens until the state supreme court issues its ruling (sometime in 2015).

This ruling also further highlights the conflict that exists in the state's current medical marijuana regulations and the need for the state legislature to address and cure those conflicts. Again, because this is undoubtedly an ever evolving regulatory issue, staff does not recommend for the city to actively ban medical marijuana uses, but rather continue to extend the moratorium until new regulations are adopted by the state and the state supreme court issues their ruling.

FISCAL IMPACT: Staff time

CITY COUNCIL ACTION: X Ordinance Resolution Motion Other

Council member _____ moves, Council member _____ seconds, to adopt an ordinance to extend the moratorium on medical marijuana collective gardens, production and processing facilities, dispensaries, and related businesses for an additional six-months.

REVIEWED BY: City Manager; City Attorney; Community Development Director; Finance Director

ATTACHMENT 1

ORDINANCE NO. 02-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, TO EXTEND THE MORATORIUM ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, COLLECTIVE GARDENS, AND RELATED BUSINESSES WITHIN THE CITY OF COVINGTON FOR SIX MONTHS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM; ADOPTING FINDINGS OF FACT SUPPORTING THE MORATORIUM ADOPTED BY ORDINANCE NOS. 08-11, 12-12, 01-13, 07-13, 05-14, AND 10-14; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on August 9, 2011, the Covington City Council passed Ordinance No. 08-11, which declared an emergency necessitating the immediate imposition of a moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens, as more particularly described in Ordinance No. 08-11; and

WHEREAS, on July 24, 2012, the Covington City Council passed Ordinance No. 12-12, which provided for a six-month extension of the moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, or any business or organization offering any type of service relating to collective gardens or to producing, processing, or dispensing medical marijuana; and

WHEREAS, on January 8, 2013, August 27, 2013, February 25, 2014, and August 12, 2014, the Covington City Council passed Ordinance Nos. 01-13, 07-13, 05-14, and 10-14, respectively, which provided for additional six-month extensions of said moratorium; and

WHEREAS, Chapter 69.51A of the Revised Code of Washington (RCW), creates an affirmative defense for qualifying patients to the charge of possession of marijuana, and provides that such patients can, as an alternative to growing marijuana for their own use, designate a designated provider who can provide medical marijuana to only one patient at a time; and

WHEREAS, the Washington State Department of Health has opined that “the law [current Chapter 69.51A RCW] does not allow dispensaries” and that it is “not legal to buy or sell marijuana,” but the Department of Health has left enforcement of the law to local officials; and

WHEREAS, a recent ruling of Division 1 of the state appellate court ruled that collective gardens were not authorized under current state regulations due to the lack of a state registry and that ruling is currently under review by the Washington State Supreme Court; and

WHEREAS, the U.S. Attorneys for Washington State have reiterated that marijuana possession, production, and distribution is a federal criminal offense and that local officials and employees would not be immune to prosecution under the federal Controlled Substances Act, 21 U.S.C. §801 et seq., even if state law decriminalized the use, possession, and production of marijuana for medical purposes; and

WHEREAS, the City of Covington currently has no licensing, zoning, or land use requirements that address collective gardens for medical marijuana production or that address medical marijuana production, processing, or dispensing facilities, should such dispensaries be determined to be authorized; and

WHEREAS, unregulated medical marijuana uses are anticipated to have negative secondary impacts including a possible increase of criminal activity in the area of collective gardens, a possible increase in illegal drug activity in the area of the collective gardens, possible illegal distribution of medical marijuana, and may present health and safety concerns related to the handling of chemicals used in the growing and processing of marijuana, the ventilation of collective gardens and related air quality issues, and the electrical wiring of collective garden facilities; and

WHEREAS, the Covington City Council established a moratorium to prevent the location and vesting of any medical marijuana collective gardens or medical marijuana production, processing, or dispensing facilities within the city while the city lacks the necessary tools to ensure regulation of the negative secondary impacts and health and safety concerns and to maintain the status quo while legal, political, and policy and city code impacts are studied and considered; and

WHEREAS, given the continuing uncertainty of the legal status and regulations governing medical marijuana collective gardens, production facilities, processing facilities, and dispensaries under the current state law, and given the possibility of the state legislature changing state medical marijuana regulations to better conform with the regulations adopted for recreational marijuana uses, the city requires additional time for continued legal review of the complicated legal framework that currently exists and is still evolving; and

WHEREAS, the city must extend the moratorium on the establishment, location, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, collective gardens, and related businesses for six months, to act as a stop-gap measure to provide an opportunity for the state to adopt new medical marijuana regulations and for legal clarification of the city's ability to regulate the siting and activities of collective gardens and medical marijuana dispensaries, production facilities, processing facilities, and related businesses if deemed legal, and to avoid the unregulated establishment of collective gardens within the city with rights contrary to and inconsistent with any revision the city may make to its regulatory scheme as a result of the city's continued consideration of this matter; and

WHEREAS, on February 10, 2015, the city council held a public hearing on the moratorium as required by RCW 35A.63.220, and on that date accepted testimony from all members of the public desiring to be heard on the subject; and

WHEREAS, based upon the public testimony received on February 10, 2015, and based upon additional materials presented by city staff, a moratorium of limited duration is in the public interest; and

WHEREAS, on February 10, 2015, the city council considered the foregoing facts, materials, and testimony, and deliberated on the issue of whether to continue the moratorium; and

WHEREAS, RCW 35A.63.220 authorizes the city council to adopt land use moratoria; and

WHEREAS, on February 10, 2015, the city's SEPA Responsible Official determined that the moratorium is exempt from SEPA under RCW 43.21.030(2)(c);

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

Section 1. Adoption of Defined Terms. For the purpose of this ordinance, the definitions of "Medical marijuana dispensary", "Medical marijuana processing facility", "Medical marijuana production facility", and "Medical marijuana collective garden" in Ordinance No. 08-11 are hereby adopted by reference as if fully set forth herein.

Section 2. Findings of Fact. In accordance with RCW 35A.63.220, which requires the city council to adopt findings of fact justifying the adoption of moratoria, the "WHEREAS" clauses set forth above are hereby adopted as the city council's findings of fact in support of the moratorium imposed by this ordinance and are by this reference incorporated herein as if set forth in their entirety.

Section 3. Moratorium Expiration. This six-month moratorium shall expire six months after the Effective Date, unless earlier terminated.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five days after the date of publication

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, at a regular meeting thereof this 10th day of February, 2015.

Mayor Margaret Harto

PUBLISHED: February 13, 2015

EFFECTIVE: February 18, 2015

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 2
Covington City Council Meeting
Date: February 10, 2015

SUBJECT: PUBLIC HEARING REGARDING THE CITY COUNCIL'S CONSIDERATION OF A RESOLUTION IN SUPPORT OF COVINGTON TRANSPORTATION BENEFIT DISTRICT PROPOSITION NO. 1 ON THE APRIL 28, 2015, SPECIAL ELECTION BALLOT.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Proposed Resolution in Support of Covington Transportation Benefit District Proposition No.1

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:

On January 27, 2015, the Covington Transportation Benefit District (the "TBD") passed a resolution to place Proposition No. 1 on the April 28, 2015, special election ballot, to authorize the TBD to levy a .002 sales and use tax for up to ten years. If approved, Proposition No. 1 would provide dedicated funding to sustain existing routine street maintenance programs, reinstate annual street overlays, enhance asphalt patching and crack sealing, eliminate the General Fund subsidy to the Street Fund, and address other unmet transportation needs within the City of Covington.

Pursuant to RCW 42.17A.555, no elective official may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for the promotion of or opposition to any ballot proposition. However, RCW 42.17A.555(1) allows the city council to express a collective decision, and actually vote upon a motion, proposal, resolution, order, or ordinance, etc., to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) council members and members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

Accordingly, the public hearing on this evening's agenda was properly noticed and both the council and public will be afforded an opportunity to express their views on TBD Proposition No.1 prior to the city council's consideration of a resolution in support of TBD Proposition No.1. Staff has provided a proposed resolution in support of TBD Proposition No.1 for the council's consideration. (Attachment 1)

ALTERNATIVES:

1. Not pass a resolution in support of TBD Proposition No.1
2. Pass an amended resolution in support of TBD Proposition No.1

FISCAL IMPACT: Staff time

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

Council member _____ moves, Council member _____ seconds, to pass a resolution in support of Covington Transportation Benefit District Proposition No. 1 in substantial form to the resolution attached hereto.

REVIEWED BY: City Manager; City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, SUPPORTING COVINGTON TRANSPORTATION BENEFIT DISTRICT PROPOSITION NO. 1 WHICH, IF APPROVED, WOULD AUTHORIZE A SALES AND USE TAX FOR TRANSPORTATION IMPROVEMENTS.

WHEREAS, on April 28, 2015, voters in the City of Covington will decide whether to approve Proposition No. 1, the Covington Transportation Benefit District funding measure; and

WHEREAS, in the last several years, new transportation challenges have emerged affecting the funding of transportation improvements within the City of Covington, including a prolonged recession and declining gas tax, property tax, and sales tax revenues; and

WHEREAS, if approved, Proposition No. 1 would authorize the Covington Transportation Benefit District to levy a 0.002 sales and use tax for up to ten years; and

WHEREAS, if approved, Proposition No. 1 would provide dedicated funding to sustain existing routine street maintenance programs, reinstate annual street overlays, enhance asphalt patching and crack sealing, eliminate the General Fund subsidy to the Street Fund, and address other unmet transportation needs within the City of Covington; and

WHEREAS, the city has estimated that the Covington Transportation Benefit District may receive as much as \$750,000 per year for transportation improvements within Covington if Proposition No. 1 is approved; and

WHEREAS, pursuant to RCW 47.17A.555, the city council desires to show its support for Covington Transportation Benefit District Proposition No. 1, which, if approved, would authorize a sales and use tax for transportation improvements;

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

Section 1. The city council supports Covington Transportation Benefit District Proposition No. 1.

Section 2. The city council urges Covington voters to support Covington Transportation Benefit District Proposition No.1 to fund street maintenance programs and address other transportation improvements and unmet needs within Covington.

PASSED in open and regular session this 10th day of February, 2015.

ATTESTED:

Sharon Scott, City Clerk

Mayor Margaret Harto

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 3
Covington City Council Meeting
Date: February 10, 2015

SUBJECT: APPOINTMENTS TO OPENINGS ON THE ARTS COMMISSION, PARKS & RECREATION COMMISSION, AND PLANNING COMMISSION

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

The Arts Commission currently has two openings for replacement positions. The term for Position No. 1 ends May 31, 2016. The term for Position No. 4 ends May 31, 2017.

The Parks & Recreation Commission currently has two openings for full terms and one opening for a replacement position. The term for Position No. 1 ends January 31, 2017. The term for Position Nos. 3 & 4 ends January 31, 2018.

The Planning Commission currently has one opening for a replacement position. The term for that position will end August 31, 2017.

Applications were received as follows:

Name of Applicant

- Tami Donnelly (interviewed by Arts Commission Interview Committee on Dec. 9)
- Zbigniew Tomalik (interviewed by Parks & Recreation Commission Interview Committee on Jan. 27)
- Bryan Higgins (interviewed by Parks & Recreation Commission Interview Committee on Jan. 27)
- Krista Bates (interviewed by Parks & Recreation Commission Interview Committee and Planning Commission Interview Committee on Jan. 27)
- Jennifer Harjehausen (interviewed by Arts Commission Interview Committee and Parks & Recreation Commission Interview Committee on Jan. 27)
- Lisa Knapton (interviewed by Parks & Recreation Commission Interview Committee on Feb. 10)

NOTE: All the above applicants are residents of Covington or live within a three mile radius and, therefore, meet the residential requirements of these three commissions.

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants.

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

Arts Commission:

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 1 on the Arts Commission with a term expiring May 31, 2016.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 1 on the Arts Commission with a term expiring May 31, 2017.

Parks & Recreation Commission:

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2017.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 3 on the Parks & Recreation Commission with a term expiring January 31, 2018.

Council member _____ moves, Council member _____ seconds, to appoint _____ to fill Position No. 4 on the Parks & Recreation Commission with a term expiring January 31, 2018.

Planning Commission:

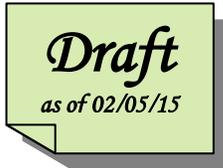
Council member _____ moves, Council member _____ seconds, to appoint _____ to fill a position on the Planning Commission with a term expiring August 31, 2017

REVIEWED BY: City Manager
Community Development Director
Parks & Recreation Director
City Clerk/Executive Assistant

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

7:00 p.m. Tuesday, February 24, 2015 Regular Meeting

(Draft Agenda Attached)



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

Tuesday, February 24, 2015
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 - None

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: February 10, 2015 Special & Regular Meeting (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Budget Adjustment for 2015 Department of Revenue Payment (Hendrickson)
- C-4. Approve Contract with SBS Legal Services for City Attorney Services (Scott)

REPORTS OF COMMISSIONS

- Human Services Chair Fran McGregor: February 12 meeting
- Parks & Recreation Chair _____: February 18 meeting
- Arts Chair Lesli Cohan: February 12 meeting
- Planning Chair Bill Judd: February 5 and 19 meetings
- **Future Meetings:** Economic Development Council: Next meeting February 26

NEW BUSINESS

1. Consider Revisions to Contracts and Purchasing Policies (Springer)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – if needed

ADJOURN

For disability accommodation contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, dial (800) 833-6384 and ask the operator to dial 253-480-2400