

Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL SPECIAL & REGULAR MEETING AGENDA
www.covingtonwa.gov



Tuesday, March 26, 2013
7:00 p.m.

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

Council will interview Human Services Commission applicants beginning at 5:40 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Arbor Day Proclamation (Parks & Recreation Chair Steven Pand)
- Earth Day Proclamation (Parks & Recreation Chair Steven Pand)
- Covington Library Anniversary (King County Library System)
- Recognition of Finance Staff for CAFR (Hendrickson)
- International Student Exchange Day in the city of Covington (Miyeun Jang)

RECEPTION TO WELCOME EXCHANGE STUDENTS AND TEACHERS

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

- C-1. Minutes: March 12, 2013 Study Session Minutes and March 12, 2013 Regular Meeting Minutes (Scott)
- C-2. Vouchers (Hendrickson)
- C-3. Approve Contract with SBS Legal Services, PLLC for City Attorney Services (Matheson)
- C-4. Interlocal Agreement with the City of Black Diamond for Building Code Administration, Inspection, and Plan Review (Hart/Meyers)
- C-5. Accept Billing Agreement with Soos Creek Water & Sewer District for Lift Station 46 (Matheson)
- C-6. Accept Engineering Contract for Project Design (Akramoff)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: March 14 meeting.
- Arts Chair Sandy Bisordi: March 14 meeting.
- Parks & Recreation Chair Steven Pand: March 20 meeting.
- Planning Chair Daniel Key: March 7 meeting; March 21 meeting canceled.
- Economic Development Council Co-Chair Jeff Wagner: February 28 meeting.

NEW BUSINESS

1. Consider Appointments to Human Services Commission (Council)
2. Discuss Citizen Survey Questions (Slate)
3. Update on Aquatic Center Renovations (Thomas)
4. Discussion on Aquatics and Field Use Fees (Thomas)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.

Consent Agenda Item C-1

Covington City Council Meeting

Date: March 26, 2013

SUBJECT: APPROVAL OF MINUTES: MARCH 12, 2013 CITY COUNCIL STUDY
SESSION MINUTES AND MARCH 12, 2013 CITY COUNCIL REGULAR
MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Summary

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 March 12, 2013 City Council Study
Session Minutes and March 12, 2013 City Council Regular
Meeting Minutes.**

**City of Covington
City Council Study Session Minutes
Tuesday, March 12, 2013**

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

The Study Session was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, March 12, 2013, at 6:03 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, David Lucavish, Marlla Mhoon, Jim Scott, Wayne Snoey, and Jeff Wagner.

COUNCILMEMBERS ABSENT:

Mark Lanza.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Richard Hart, Community Development Director, Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Scott Thomas, Parks & Recreation Director; Don Vondran, Senior City Engineer; Salina Lyons, Senior Planner; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto called the study session to order.

APPROVAL OF AGENDA:

Council Action: There was Council consensus to approve the agenda.

ITEM(S) FOR DISCUSSION:

1. Introduction, Parks Capital Improvement Program, Facility Capital Improvement Program, Surface Water Management Capital Improvement Program, Transportation Capital Improvement Program, and Summary.

Public Works Director Glenn Akramoff introduced the item.

Parks & Recreation Director Scott Thomas then moved into the staff report on the process that will be used to update the Parks CIP. Mr. Thomas also reported on the Aquatics facility.

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

Mr. Akramoff then continued with the staff report on the Facility CIP and the Surface Water Management CIP.

Councilmembers asked questions, and Mr. Akramoff provided responses.

Unapproved Draft – March 12, 2013 Study Session Minutes
Submitted for Approval: March 26, 2013

Senior City Engineer Don Vondran and Victor Salemann, Senior Associate at David Evans & Associates, gave the staff report on the Transportation CIP.

Council Action: There was Council consensus to extend the study session by 30 minutes and begin the regular meeting at 7:30 p.m.

Senior Planner Salina Lyons continued the staff report indicating further information would be provided at a future meeting regarding the Hawk property and the 204th connection.

Councilmembers provided comments and asked questions, and staff provided responses.

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:20 p.m.

Prepared by:

Submitted by:

Joan Michaud
Senior Deputy City Clerk

Sharon Scott
City Clerk

**City of Covington
Regular City Council Meeting Minutes
Tuesday, March 12, 2013**

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

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, February 12, 2013, at 7:40 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Marlla Mhoon, Jim Scott, and Wayne Snoey.

COUNCILMEMBERS ABSENT:

Mark Lanza, David Lucavish, and Jeff Wagner.

Council Action: Councilmember Scott moved and Councilmember Lucavish seconded to excuse Councilmembers Lanza, Lucavish, and Wagner. Vote: 4-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Sara Springer, City Attorney; Scott Thomas, Parks & Recreation Director; Bill Fealy, Maintenance Worker; John Gaudette, Maintenance Worker; Jesse Dalton, Maintenance Worker; 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 Snoey seconded to approve the Agenda. Vote: 4-0. Motion carried.

PUBLIC COMMUCATION:

- Courtney Feeny of the Middle Green River Coalition provided an update on the King County Cedar Downs Natural Area.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Leroy Stevenson, 26838 166th Place SE, Covington, inquired as to the reason why the utility tax on his bill was higher than six percent maximum. Mr. Stevenson advised that when he contacted Puget Sound Energy, he was told that there is a tax on the tax. Mr. Stevenson requested that Council amend the ordinance to exempt taxing the city tax, and preferably exempt the state tax from being taxed by the local utility tax.

City Manager Derek Matheson advised Council that Mr. Stevenson’s comments were accurate. Mr. Matheson explained that the tax applies to the gross receipts of the utility including the tax revenue so the rate must be set higher in order to collect the six percent and remit it to the city. Mr. Matheson further explained that this methodology is not just a Covington methodology, but it is actually used by all cities and all utilities.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: February 12, 2013 Study Session Minutes; February 12, 2013 Regular Meeting Minutes; and February 26, 2013 Regular Meeting Minutes.
- C-2. Vouchers: Vouchers #29025—29088, in the Amount of \$160,744.30, Dated February 19, 2013; and Paylocity Payroll Checks #1001076641-1001076651 Inclusive, Plus Employee Direct Deposits in the Amount of \$143,870.79, Dated March 1, 2013.
- C-3. Accept King County Solid Waste Interlocal Agreement.

Council Action: Councilmember Mhoon moved and Council Snoey seconded to approve the Consent Agenda. Vote: 4-0. Motion carried.

NEW BUSINESS:

- 1. Discuss Public Works Reorganization Budget Impacts.

Public Works Director Glenn Akramoff gave the staff report on this item.

Council Action: There was Council consensus to approve staff’s recommendation of changing the project inspector position to permanent with 100 percent from Surface Water Management Fund; hiring a permanent fourth maintenance worker with splits of 40 percent Surface Water Management Fund, 40 percent Street Fund, and 20 percent Parks Fund; with Public Works and Finance working during the 2014 budget process to change the payroll and benefit assignment process as detailed in the staff report recommendation in the council agenda packet.

- 2. Transportation Benefit District Timeline.

City Manager Derek Matheson gave the staff report on this item.

Council Action: There was Council consensus to opt for a public vote in November 2013 on the 0.2% sales tax for transportation purposes.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

Unapproved Draft – March 12, 2013 Regular Meeting Minutes
Submitted for Approval: March 26, 2013

PUBLIC COMMENT:

Mayor Harto called for public comments.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:25 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: March 26, 2013

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #29089—29161, in the Amount of \$156,264.47, Dated March 5, 2013; Vouchers #29162-29163, in the Amount of \$7,619.05, Dated March 12, 2013; and Paylocity Payroll Checks #1001107961-1001107975 Inclusive, Plus Employee Direct Deposits in the Amount of \$144,673.08, Dated March 15, 2013.

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 #29089—29161, in the Amount of \$156,264.47, Dated March 5, 2013; Vouchers #29162-29163, in the Amount of \$7,619.05, Dated March 12, 2013; and Paylocity Payroll Checks #1001107961-1001107975 Inclusive, Plus Employee Direct Deposits in the Amount of \$144,673.08, Dated March 15, 2013.

March 5, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29089 Through Check # 29161

In the Amount of \$156,264.47

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
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
Printed: 3/7/2013 - 3:08 PM



			Check Amount
Check No:	29089	Check Date: 03/05/2013	
Vendor:	2625	ACCIS	
1180963-5298559		Morrissey; ACCIS 2013 membership dues	75.00
			75.00
Check No:	29090	Check Date: 03/05/2013	
Vendor:	0463	Allied Waste Services	
0176-003664797		Maint shop; disposal, 2/1-2/28/13	237.27
0176-003664797		Maint shop; disposal, 2/1-2/28/13	118.63
0176-003664797		Maint shop; disposal, 2/1-2/28/13	237.27
0176-003664949		Aquatics; waste disposal, 2/1-2/28/13	256.06
			849.23
Check No:	29091	Check Date: 03/05/2013	
Vendor:	1705	Alpine Products, Inc.	
TM-130020		Barricades, reflective signs, delineator posts	1,468.34
TM-130021		Dalton; windbreaker jacket	9.53
TM-130021		Dalton; windbreaker jacket	19.05
TM-130021		Dalton; windbreaker jacket	19.05
TM-130139		Barricades	123.74
			1,639.71
Check No:	29092	Check Date: 03/05/2013	
Vendor:	0088	American Planning Association	
085256-12114		Hart; APA membership dues, 4/1/13-3/31/14	192.00
085256-12114		Hart; APA membership dues, 4/1/13-3/31/14	448.00
			640.00
Check No:	29093	Check Date: 03/05/2013	
Vendor:	0254	American Public Works Assoc	
692932		Junkin; DCS PW Manager dues, 4/1/13-3/31/14	39.80
692932		Junkin; DCS PW Manager dues, 4/1/13-3/31/14	79.60
692932		Junkin; DCS PW Manager dues, 4/1/13-3/31/14	79.60
			199.00
Check No:	29094	Check Date: 03/05/2013	
Vendor:	2033	Aquatic Specialty Services	
3899		Aquatics; new amino digester pump installation	695.04
3899		Aquatics; amino acid digester	713.37
			1,408.41
Check No:	29095	Check Date: 03/05/2013	
Vendor:	2223	ARC Imaging Resources	
968664		Plotter/Scanner; maintenance, 2/21-3/21/13	211.04
			211.04
Check No:	29096	Check Date: 03/05/2013	

Vendor:	2624 Auburn Safe & Lock	
1227	#3390; locks	174.76
		<hr/>
		174.76
Check No:	29097 Check Date: 03/05/2013	
Vendor:	2105 Rachel Bahl	
2105-3	Bahl; mileage reimbursement; January	50.40
2105-3-1	Bahl; mileage reimbursement; February	28.48
		<hr/>
		78.88
Check No:	29098 Check Date: 03/05/2013	
Vendor:	0499 Bank of America	
0411-3	Aquatics; canon printer	374.67
0411-3	Aquatics; 4.0 HP Inflator	188.94
0411-3	Aquatics; 4.0 HP Inflator, use tax	-14.96
0411-3	Aquatics; CPR Prompt audt/child 5 pack	347.52
0411-3	Aquatics; CPR Prompt audt/child 5 pack, use tax	-27.52
0411-3	Aquatics; adult/child BVMs	312.59
0411-3	Aquatics; adult/child BVMs, use tax	-24.75
0411-3	Aquatics; office chair rubber casters	36.87
0411-3	Aquatics; office chair rubber casters, use tax	-2.92
0411-3	Aquatics; lifeguard training	147.00
0411-3	Aquatics; first aid supplies	157.67
0411-3	Aquatics; first aid supplies, use tax	-12.49
0411-3	Aquatics; laundry detergent	29.22
0411-3	Aquatics; canon printer, use tax	-29.67
0466-3	Student Art Show; ziploc bags for art supplies	7.58
0466-3	Student Art Show; mounting supplies	114.03
0466-3	Student Art Show; mounting supplies, use tax	-9.03
0848-3	Meyers; business cards	34.74
0848-3	Meyers; business cards, use tax	-2.75
0848-3	XprintServer, enables airprint for city printers	217.19
0848-3	XprintServer, enables airprint for city printers, use tax	-17.20
0848-3	Replacement laser printer	274.74
0848-3	Replacement laser printer, use tax	-21.76
0848-3	Laser printer feeder tray	135.68
0848-3	Laser printer feeder tray, use tax	-10.74
0848-3	SWM team, field tablet	928.56
2959-3	Aquatics; Sweetheart swim supplies	45.96
2959-3	Commission/volunteer of year; refreshments	27.00
2959-3	Thomas; Seattle meeting, parking	13.00
2959-3	Hendrickson; PSFOA luncheon meeting	25.00
3544-3	Matheson, lunch meeting	16.40
3544-3	Matheson, Totem awards, parking	6.00
3544-3	Matheson, AWC Legislative conference, parking	7.50
4935-3	Fealy/Gaudette; Western Wa Pre-Licensing regis	120.00
4935-3	Fealy/Gaudette; Western Wa Pre-Licensing regis	120.00
4935-3	Fealy/Gaudette; Western Wa Pre-Licensing regis	60.00
4935-3	Pesticide books for Pre-License program	57.13
4935-3	Pesticide books for Pre-License program	57.12
4935-3	Pesticide books for Pre-License program	28.56
4935-3	Junkin; PW Essentials training	200.00
4935-3	Junkin; PW Essentials training	200.00
4935-3	Junkin; PW Essentials training	100.00
5059-3	Commissioner/Volunteer of year reception suppl	51.97
5059-3	Shrink wrap for bags for mugs w/candy	18.30
5059-3	Shrink wrap for bags for mugs w/candy, use tax	-1.45
5059-3	Employee recognition; treasure chest gift cards	50.00

Check Amount

5059-3	Postage to mail outgoing commissioners thank y	11.60
7620-3	Refund; Unbreakable Rules of Marketing book	-30.39
7620-3	Skirting sample	6.51
7620-3	Skirting sample, use tax	-0.52
7620-3	Council Summit retreat; water, ice, flowers	41.09
7620-3	Harto/Wagner; AWC Legislative conference, reg	270.00
7620-3	Snoey; Auburn Chamber luncheon	20.00
7620-3	Harto/Mhoon; SCA networking dinner, 2/20	90.00
7620-3	Thomas; bookcase	82.51
7620-3	Matheson; AWC Legislative conference, registra	135.00
7620-3	Management team retreat; lunch	219.19
9767-3	Amazon cloud service time	5.65

5,186.34

Check No:	29099	Check Date:	03/05/2013		
Vendor:	2368	Best Parking Lot Cleaning Inc.			
121736		MV, Street cleaning; February			1,320.58
121737		Street cleaning; February			4,257.12

5,577.70

Check No:	29100	Check Date:	03/05/2013		
Vendor:	2270	CenturyLink			
6317966698B-3		City hall; telephone, 2/13-3/13/13			47.18

47.18

Check No:	29101	Check Date:	03/05/2013		
Vendor:	0622	City of Federal Way			
CD-0596		Human services; Catholic Community services			11,500.00

11,500.00

Check No:	29102	Check Date:	03/05/2013		
Vendor:	1170	Coastwide Laboratories			
W2524610		Aquatics; cleaning supplies			635.45
W2524610-1		Aquatics; cleaning supplies			46.36

681.81

Check No:	29103	Check Date:	03/05/2013		
Vendor:	1952	Covington Copy It...Mail It			
3118		Postage; package to GIS center			9.15

9.15

Check No:	29104	Check Date:	03/05/2013		
Vendor:	0537	Covington Water District			
105731-3		SR 516; water, 1/19-2/15/13			50.40
105731-3		Covington Park; water, 1/19-2/15/13			90.45
105731-3		Crystal View; water, 1/19-2/15/13			26.35

167.20

Check No:	29105	Check Date:	03/05/2013		
Vendor:	0771	David Evans & Associates, Inc.			
328826		Integrated Traffic Impact; 1/13-2/16/13			2,322.06

2,322.06

Check No:	29106	Check Date:	03/05/2013		
Vendor:	1983	De Lage Landen Financial Srvc			
17035782		Copier; lease, 2/15-3/14/13			120.08

			Check Amount
			120.08
Check No:	29107	Check Date: 03/05/2013	
Vendor:	0913	Dept. of Transportation	
ATB30212121		CIP 1127; engineering, 1/1-1/31/13	54.88
			54.88
Check No:	29108	Check Date: 03/05/2013	
Vendor:	2544	Epicenter Services, LLC	
2013-07		Solid waste collection contract; February	1,644.80
			1,644.80
Check No:	29109	Check Date: 03/05/2013	
Vendor:	1996	Facility Maintenance Contractors	
IVC10971		Maint shop; strip/wax tile floors	234.57
IVC10971		Maint shop; strip/wax tile floors	234.58
IVC10971		Maint shop; strip/wax tile floors	117.29
SALES01465 130215		Maint shop; janitorial service	105.60
SALES01465 130215		Maint shop; janitorial service	52.80
SALES01465 130215		Maint shop; janitorial service	105.60
			850.44
Check No:	29110	Check Date: 03/05/2013	
Vendor:	2195	Gearheard Law Offices	
4122801COV		Conflict public defender; 2/26/13	200.00
			200.00
Check No:	29111	Check Date: 03/05/2013	
Vendor:	2626	GFI Software	
INVVI0045951		VIPRE anti virus subscription; 2/4/13-2/2/14	969.80
INVVI0045951		VIPRE anti virus subscription, use tax	-76.80
USINVMM0034166		MEO filtering services beginning 3/1/13	1,094.69
USINVMM0034166		MEO filtering services, use tax	-86.69
			1,901.00
Check No:	29112	Check Date: 03/05/2013	
Vendor:	2045	Goodbye Graffiti Seattle	
17641		Everclean program, March	431.14
			431.14
Check No:	29113	Check Date: 03/05/2013	
Vendor:	2534	Goodfellow Bros., Inc.	
6R		CIP 1010; construction through 2/22/13	42,283.55
			42,283.55
Check No:	29114	Check Date: 03/05/2013	
Vendor:	0354	Grainger	
9066519654		Aquatics; exhaust fan	730.92
9072619506		Aquatics; ventilator dehumidification control	88.89
			819.81
Check No:	29115	Check Date: 03/05/2013	
Vendor:	0677	Margaret Harto	
0677-3		Harto; AWC Legislative conference, mileage/par	72.30
			72.30
Check No:	29116	Check Date: 03/05/2013	

Vendor:	1722 Honey Bucket		
1-612481	Skate park; portable toilet, 2/5-3/4/13		204.75
			<hr/>
			204.75
Check No:	29117	Check Date: 03/05/2013	
Vendor:	2019 Robert Howell		
2019-2012	Utility tax rebate; electricity		67.92
2019-2012	Utility tax rebate; solid waste		14.07
2019-2012	Utility tax rebate; cable		58.96
2019-2012	Utility tax rebate; telephone		10.43
2019-2012	Utility tax rebate; cellular/pager		48.95
			<hr/>
			200.33
Check No:	29118	Check Date: 03/05/2013	
Vendor:	0218 IIMC		
24259	Scott; IIMC annual membership through 3/31/14		145.00
			<hr/>
			145.00
Check No:	29119	Check Date: 03/05/2013	
Vendor:	1342 Integra Telecom		
10588061	City hall; telephone, 2/8-3/7/13		1,217.41
10588061	Aquatics; telephone, 2/8-3/7/13		88.53
10588061	Maint shop; telephone, 2/8-3/7/13		174.16
10588061	Maint shop; telephone, 2/8-3/7/13		174.16
10588061	Maint shop; telephone, 2/8-3/7/13		87.07
			<hr/>
			1,741.33
Check No:	29120	Check Date: 03/05/2013	
Vendor:	1803 Iron Mountain		
GMU0619	Document storage; 2/1-2/28/13		220.39
			<hr/>
			220.39
Check No:	29121	Check Date: 03/05/2013	
Vendor:	1701 Johnsons Home & Garden		
373490	Aquatics; fan		30.94
373654	Aquatics; nuts/bolts		6.73
373940	Chair repair; bolts		0.65
374032	Chair repair; bolts		0.65
			<hr/>
			38.97
Check No:	29122	Check Date: 03/05/2013	
Vendor:	0143 King County Finance		
17043-17048	Street services; 1/3-1/31/13		1,732.22
17082-17082	Street services; 1/3-1/31/13		1,151.73
3000449	Jail costs; 1/1-1/31/13		2,360.11
			<hr/>
			5,244.06
Check No:	29123	Check Date: 03/05/2013	
Vendor:	0541 King County Fleet Admin		
205994	Shovels		68.83
205994	Shovels		137.65
205994	Shovels		137.66
			<hr/>
			344.14
Check No:	29124	Check Date: 03/05/2013	
Vendor:	0204 King County Pet Licensing		
0204-3	Pet license remittance; February		135.00

			Check Amount
			135.00
Check No:	29125	Check Date: 03/05/2013	
Vendor:	0641	King County Sheriff's Office	
13-030		Covington Park; Hazmat response, October 2012	2,704.00
			2,704.00
Check No:	29126	Check Date: 03/05/2013	
Vendor:	0273	King County Water & Land	
17659		Hydrilla Eradication Project; 10/1-12/30/12	209.57
			209.57
Check No:	29127	Check Date: 03/05/2013	
Vendor:	1828	Kathleen Kirshenbaum	
1828-3		Kirshenbaum; defender screening, mileage	8.93
			8.93
Check No:	29128	Check Date: 03/05/2013	
Vendor:	1405	Lakeside Industries	
12035117MB		Tack bucket	70.60
			70.60
Check No:	29129	Check Date: 03/05/2013	
Vendor:	2022	Harry Lammon	
2022-2012		Utility tax rebate; electricity	124.22
2022-2012		Utility tax rebate; solid waste	15.59
2022-2012		Utility tax rebate; cable	41.46
			181.27
Check No:	29130	Check Date: 03/05/2013	
Vendor:	1622	Law Offices of Thomas R Hargan, PLLC	
13-CV02		Prosecution services through 2/28/13	4,540.32
			4,540.32
Check No:	29131	Check Date: 03/05/2013	
Vendor:	0400	Les Schwab	
38600072809		#2883; front/rear swaybar mounts, endlinks, busl	204.99
			204.99
Check No:	29132	Check Date: 03/05/2013	
Vendor:	1921	Mastermark	
0619265		Self inking case number stamp	78.68
			78.68
Check No:	29133	Check Date: 03/05/2013	
Vendor:	2627	Dr. John McDowall	
601551935001		Refund; duplicate payment on business license	55.00
			55.00
Check No:	29134	Check Date: 03/05/2013	
Vendor:	2550	Motorplex Pro-Tow	
70488		#2883; repairs/maintenance	487.31
			487.31
Check No:	29135	Check Date: 03/05/2013	
Vendor:	0305	Net Venture	
746770		Business hosting; 2/27-5/26/13	84.70

			Check Amount
			84.70
Check No:	29136	Check Date: 03/05/2013	
Vendor:	1327	Ethan Newton	
1327-3		Newton; mileage reimbursement, February	96.84
			96.84
Check No:	29137	Check Date: 03/05/2013	
Vendor:	0682	Nextel Communications	
550142028-129		Cellular service; 2/8-3/7/13	67.03
550142028-129		Cellular service; 2/8-3/7/13	304.44
550142028-129		Cellular service; 2/8-3/7/13	25.37
550142028-129		Cellular service; 2/8-3/7/13	77.73
550142028-129		Cellular service; 2/8-3/7/13	111.56
550142028-129		Cellular service; 2/8-3/7/13	38.88
550142028-129		Cellular service; 2/8-3/7/13	232.48
591066496-049		Internet connection card; 2/20-3/21/13	20.49
591066496-049		Internet connection card; 2/20-3/21/13	61.49
591066496-049		Internet connection card; 2/20-3/21/13	49.99
			989.46
Check No:	29138	Check Date: 03/05/2013	
Vendor:	2555	NuCO2 LLC	
36688952		Aquatics; CO2 lease	59.73
36780673		Aquatics; CO2 for pH control	55.42
			115.15
Check No:	29139	Check Date: 03/05/2013	
Vendor:	0004	Office Depot	
1548080023		Smart pads	8.62
1548080023		Smart pads	8.61
1548371727		Student Art Show supplies	17.34
1550904016		Memory card	19.54
1552091431		Return; memory card	-19.54
644555075001		Office supplies	223.92
644555075001		Maint shop; chairmats	97.29
644555075001		Maint shop; chairmats	97.29
644555075001		Maint shop; chairmats	48.64
644555075001		Public works; binders	15.53
644555075001		Public works; binders	15.53
644728545001		Return; binder	-1.56
644728545001		Return; binder	-1.55
646660576001		Office supplies	187.43
646660576001		Air freshener	4.27
			721.36
Check No:	29140	Check Date: 03/05/2013	
Vendor:	0418	Olympic Environmental Resource	
20131		Spring recycling program implementation	1,470.00
			1,470.00
Check No:	29141	Check Date: 03/05/2013	
Vendor:	1407	Parametrix, Inc.	
14-79718		Plan review services; 12/30/12-1/26/13	1,654.34
			1,654.34
Check No:	29142	Check Date: 03/05/2013	

Vendor:	2177 Pirtek Kent		
S1723590.001	#2761; repairs		163.17
			<hr/>
			163.17
Check No:	29143	Check Date: 03/05/2013	
Vendor:	1999 Rainier Glass Co., Inc.		
10923	Costs associated with closer installation		80.00
			<hr/>
			80.00
Check No:	29144	Check Date: 03/05/2013	
Vendor:	1197 Rainier Wood Recyclers		
00045460	Brush/stump; disposal fees		161.50
			<hr/>
			161.50
Check No:	29145	Check Date: 03/05/2013	
Vendor:	2474 SCORE		
284	Jail costs; January		11,160.00
			<hr/>
			11,160.00
Check No:	29146	Check Date: 03/05/2013	
Vendor:	1850 Sherwin-Williams Co.		
6096-5	Clean Covington; paint		59.60
			<hr/>
			59.60
Check No:	29147	Check Date: 03/05/2013	
Vendor:	0736 Sound Security, Inc.		
0623359-IN	Security monitoring; March		964.00
			<hr/>
			964.00
Check No:	29148	Check Date: 03/05/2013	
Vendor:	0281 Standard Insurance Company		
0063551001-3	Life Insurance Premiums, March		96.69
0063551001-3	Life Insurance Premiums, March		100.83
0063551001-3	Life Insurance Premiums, March		70.17
0063551001-3	Life Insurance Premiums, March		176.02
0063551001-3	Life Insurance Premiums, March		165.87
0063551001-3	Life Insurance Premiums, March		473.56
0063551001-3	Life Insurance Premiums, March		275.91
0063551001-3	Life Insurance Premiums, March		563.99
0063551001-3	Life Insurance Premiums, March		186.80
0063551001-3	Life Insurance Premiums, March		95.48
0063551001-3	Life Insurance Premiums, March		7.91
0063551001-3	Life Insurance Premiums, March		575.94
0063551001-3	Life Insurance Premiums, March		359.84
			<hr/>
			3,149.01
Check No:	29149	Check Date: 03/05/2013	
Vendor:	2500 Tetra Tech, Inc.		
50652299	CIP 1127; engineering, 12/29/12-1/25/13		36,837.73
			<hr/>
			36,837.73
Check No:	29150	Check Date: 03/05/2013	
Vendor:	2103 US Bancorp Equip Finance Inc.		
222700916	City hall copier; 2/14-3/10/13		512.25
			<hr/>
			512.25
Check No:	29151	Check Date: 03/05/2013	

Vendor:	0357	Valley Communications	
0013810		800 MHz access fee; February	75.00
			<hr/> 75.00
Check No:	29152	Check Date: 03/05/2013	
Vendor:	0046	Verizon Wireless	
1166265174		Maint shop; on call phone, 2/21-3/20/13	5.98
1166265174		Maint shop; on call phone, 2/21-3/20/13	11.95
1166265174		Maint shop; on call phone, 2/21-3/20/13	11.96
			<hr/> 29.89
Check No:	29153	Check Date: 03/05/2013	
Vendor:	2262	Voyager Fleet Systems Inc.	
869285460309		Vehicle fuel	727.27
			<hr/> 727.27
Check No:	29154	Check Date: 03/05/2013	
Vendor:	1421	Ward's Power Equipment	
43607		#2763; starter rope	4.29
43607		#2904; filter housing	12.00
			<hr/> 16.29
Check No:	29155	Check Date: 03/05/2013	
Vendor:	2254	Washington Department of Revenue	
1712-2012-Qtr4		Business license credit card fees; 4th Qtr 2012	241.29
			<hr/> 241.29
Check No:	29156	Check Date: 03/05/2013	
Vendor:	2230	Wilbur-Ellis Company	
6873718 RI		Casoron weed killer	481.80
6873718 RI		Vermin exterminator	65.70
			<hr/> 547.50
Check No:	29157	Check Date: 03/05/2013	
Vendor:	2024	Richard Wolfe	
2024-2012		Utility tax rebate; electricity	30.18
2024-2012		Utility tax rebate; natural gas	58.22
2024-2012		Utility tax rebate; solid waste	17.42
2024-2012		Utility tax rebate; cable	41.63
2024-2012		Utility tax rebate; telephone	24.16
2024-2012		Utility tax rebate; cellular/pager	50.40
			<hr/> 222.01
Check No:	29158	Check Date: 03/05/2013	
Vendor:	0113	WSAPT	
0113-3		Thompson; WSAPT 2013 membership dues	35.00
			<hr/> 35.00
Check No:	29159	Check Date: 03/05/2013	
Vendor:	2391	WSDA	
2391-3		Fealy; Pesticide license testing fee	10.00
2391-3		Fealy; Pesticide license testing fee	10.00
2391-3		Fealy; Pesticide license testing fee	5.00
2391-3		Fealy; Pesticide license fee	13.20
2391-3		Fealy; Pesticide license fee	13.20
2391-3		Fealy; Pesticide license fee	6.60

					58.00
Check No:	29160	Check Date:	03/05/2013		
Vendor:	2391	WSDA			
2391-3-1		Gaudette; Pesticide license testing fee			5.00
2391-3-1		Gaudette; Pesticide license testing fee			10.00
2391-3-1		Gaudette; Pesticide license testing fee			10.00
2391-3-1		Gaudette; Pesticide license fee			13.20
2391-3-1		Gaudette; Pesticide license fee			13.20
2391-3-1		Gaudette; Pesticide license fee			6.60
					58.00
Check No:	29161	Check Date:	03/05/2013		
Vendor:	1894	Diana Ziolkowski			
1894-3		Facility monitoring; 2/11, 2/25			63.00
1894-3-1		Facility maintenance; 2/11			12.00
					75.00
					156,264.47
				Date Totals:	156,264.47
					156,264.47
				Report Total:	156,264.47
					156,264.47

March 12, 2013

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 29162 Through Check # 29163

In the Amount of \$7,619.05

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

Cassandra Parker
Accountant

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved _____

Accounts Payable

Checks by Date - Detail By Check Date

User: scles
 Printed: 3/12/2013 - 11:47 AM



Check Amount

Check No:	29162	Check Date:	03/12/2013	
Vendor:	0867	Home Depot Credit Services		
1013942		Moss out, plant starter, fluorescent light bulbs		93.58
1584559		Community tree; irrigation parts		5.59
2574740		Community tree; irrigation parts		9.85
3583006		Student Art Show; supplies		6.48
4015001		Maint shop; sign rack supplies		5.55
4015001		Maint shop; sign rack supplies		11.10
4015001		Maint shop; sign rack supplies		11.09
4015062		Maint shop; sign rack supplies		2.97
4015062		Maint shop; sign rack supplies		5.94
4015062		Maint shop; sign rack supplies		5.94
4091987		Return; sign rack supplies		-6.18
4091987		Return; sign rack supplies		-6.18
4091987		Return; sign rack supplies		-3.09
5014879		Maint shop; hardware for sign rack		12.27
5014879		Maint shop; hardware for sign rack		6.14
5014879		Maint shop; hardware for sign rack		12.28
5062865		Student Art Show; velcro		19.52
5592771		Maint shop; voltage tester, torx bit set		8.02
5592771		Maint shop; voltage tester, torx bit set		16.05
5592771		Maint shop; voltage tester, torx bit set		16.05
6040382		Aquatics; dowel		15.75
6063457		Test unit; batteries		19.45
7014713		Fence material; SE 253rd Place		5.02
7561576		Aquatics; adhesive, extension box, junction box		11.54
8014552		Fence material; SE 253rd Place		165.38
8561506		Aquatics; outlet covers		17.13
9010658		Tool kits; #2577, 2764, 2765, 3252, 3307, 3383		353.81

821.05

Check No:	29163	Check Date:	03/12/2013	
Vendor:	2250	SBS Legal Services		
C023		Legal services; February		6,798.00

6,798.00

Date Totals: 7,619.05

Report Total: 7,619.05

March 15, 2013

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 03/15/13 consisting of:

PAYLOCITY CHECK # 1001107961 through PAYLOCITY CHECK # 1001107975 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$144,673.08

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.

Robert M. Hendrickson
Finance Director

Mark Lanza
City Councilmember

Wayne Snoey
City Councilmember

Marlla Mhoon
City Councilmember

Council Meeting Date Approved: _____

03/15/13 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104625	Regular	3/15/2013	Bates, Krista	110.82
104626	Regular	3/15/2013	Kirshenbaum, Kathleen	621.00
104627	Regular	3/15/2013	Lyon, Valerie	1,491.43
104628	Regular	3/15/2013	Matheson, Derek M	4,505.61
104629	Regular	3/15/2013	Mhoon, Darren S	1,350.39
104630	Regular	3/15/2013	Michaud, Joan M	1,859.54
104631	Regular	3/15/2013	Scott, Sharon G	2,465.06
104632	Regular	3/15/2013	Slate, Karla J	2,456.13
104633	Regular	3/15/2013	Hart, Richard	3,529.65
104634	Regular	3/15/2013	Mueller, Ann M	1,280.88
104635	Regular	3/15/2013	Cles, Staci M	1,766.42
104636	Regular	3/15/2013	Hagen, Lindsay K	1,425.43
104637	Regular	3/15/2013	Hendrickson, Robert	3,647.90
104638	Regular	3/15/2013	Parker, Cassandra	2,406.24
104639	Regular	3/15/2013	Allen, Joshua C	889.10
104640	Regular	3/15/2013	Dalton, Jesse J	1,740.78
104641	Regular	3/15/2013	Fealy, William J	1,769.54
104642	Regular	3/15/2013	Gaudette, John J	2,055.97
104643	Regular	3/15/2013	Junkin, Ross D	2,773.93
104644	Regular	3/15/2013	Wesley, Daniel A	2,091.14
104645	Regular	3/15/2013	Bykonen, Brian D	2,964.00
104646	Regular	3/15/2013	Christenson, Gregg R	2,703.01
104647	Regular	3/15/2013	Lyons, Salina K	2,104.44
104648	Regular	3/15/2013	Meyers, Robert L	3,194.82
104649	Regular	3/15/2013	Ogren, Nelson W	2,650.65
104650	Regular	3/15/2013	Thompson, Kelly	2,030.81
104651	Regular	3/15/2013	Morrissey, Mayson	2,683.49
104652	Regular	3/15/2013	Bahl, Rachel A	1,631.35
104653	Regular	3/15/2013	Martinsons, Jaquelyn	120.82
104654	Regular	3/15/2013	Newton, Ethan A	2,135.72
104655	Regular	3/15/2013	Patterson, Clifford	2,418.70
104656	Regular	3/15/2013	Thomas, Scott R	3,422.09
104657	Regular	3/15/2013	Akramoff, Glenn A	3,469.14
104658	Regular	3/15/2013	Bates, Shellie L	1,931.73
104659	Regular	3/15/2013	Buck, Shawn M	1,513.97
104660	Regular	3/15/2013	French, Fred	194.08
104661	Regular	3/15/2013	Parrish, Benjamin A	1,785.70
104662	Regular	3/15/2013	Vondran, Donald M	3,460.53
104663	Regular	3/15/2013	Andrews, Kaitlyn E	119.94
104664	Regular	3/15/2013	Blakely, Coleman P.	60.44
104665	Regular	3/15/2013	Carter, Megan L	378.65
104666	Regular	3/15/2013	Cox, Melissa	711.50
104667	Regular	3/15/2013	Cranstoun, Alexander M	109.89
104668	Regular	3/15/2013	Felcyn, Adam	330.82
104669	Regular	3/15/2013	Foxworthy, Rebecca	69.56
104670	Regular	3/15/2013	Halbert, Mitchell S	22.63
104671	Regular	3/15/2013	Houghton, Cassandra L	164.43
104672	Regular	3/15/2013	Kim, Tabitha J	77.30

104673 Regular	3/15/2013	Kiselyov, Tatyana	319.56
104674 Regular	3/15/2013	Loeppky, Janna	539.85
104675 Regular	3/15/2013	MacConaghy, Hailey	705.62
104676 Regular	3/15/2013	Mooney, Lynell	231.67
104677 Regular	3/15/2013	Praggastis, Alexander	265.63
104678 Regular	3/15/2013	Reese, Rachel E	320.44
104679 Regular	3/15/2013	Tomalik, Stefan A	54.94
104680 Regular	3/15/2013	Tran, Jenifer	231.51
104681 Regular	3/15/2013	von Michalofski, Kayla M	298.73
104682 Regular	3/15/2013	Wardrip, Spencer A	359.33
104683 Regular	3/15/2013	Williams, Lauren C	55.32
104684 Regular	3/15/2013	Beaufriere, Noreen	2,733.78
104685 Regular	3/15/2013	Throm, Victoria J	1,922.54
1001107961 Regular	3/15/2013	Newell, Nancy J	66.50
1001107962 Regular	3/15/2013	Bell, Colin Q	190.41
1001107963 Regular	3/15/2013	Bowen, Joshua W	542.86
1001107964 Regular	3/15/2013	Carkeek, Lena	428.30
1001107965 Regular	3/15/2013	Cox, Cory R	38.45
1001107966 Regular	3/15/2013	Jensen, Emily A	43.95
1001107967 Regular	3/15/2013	Johansen, Andrea	353.01
1001107968 Regular	3/15/2013	Mayes, Annika L	21.98
1001107969 Regular	3/15/2013	Miller, Amanda J	57.88
1001107970 Regular	3/15/2013	Panzer, Erika	294.93
1001107971 Regular	3/15/2013	Praggastis, Elena C	82.79
1001107972 Regular	3/15/2013	Quintos, Edward Louie D	21.98
1001107973 Regular	3/15/2013	Vieira, Logan G	157.20
1001107974 Regular	3/15/2013	Wunschel, Ethan G.	76.92

Totals for Payroll Checks 75 Items 93,113.25

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
104686	AGENCY	3/15/2013	ICMA Retirement Trust	14,824.37
104687	AGENCY	3/15/2013	Vantagepoint Transfer Agent-	368.37
104688	AGENCY	3/15/2013	City of Covington	2,868.29
104689	AGENCY	3/15/2013	Paylocity Corporation	125.00
104690	AGENCY	3/15/2013	City of Covington Employee	78.00
104691	AGENCY	3/15/2013	ICMA Retirement Trust	12,866.31
104692	AGENCY	3/15/2013	ICMA Retirement Trust	1,617.79
104693	AGENCY	3/15/2013	ICMA Retirement Trust	192.00
104694	AGENCY	3/15/2013	HRA VEBA Trust	1,085.00
1001107975	AGENCY	3/15/2013	WASH CHILD SUPPORT	110.41
Totals for Third Party		10 Items		34,135.54

Tax Liabilities 17,244.29
Paylocity Fees 180.00

Grand Total **\$ 144,673.08**

Consent Agenda Item C-3

Covington City Council Meeting

Date: March 26, 2013

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH SBS LEGAL SERVICES, PLLC FOR 2013 CITY ATTORNEY SERVICES.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Proposed Contract for City Attorney Services.

PREPARED BY: Sharon Scott, City Clerk/Executive Assistant

EXPLANATION:

The city contracts with SBS Legal Services, PLLC, for City Attorney services. The current contract expires on March 26, 2013. There are no changes proposed in the 2013 contract to either the level of service or the rate.

ALTERNATIVES:

1. Not approve the contract and provide direction to staff.

FISCAL IMPACT: None

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

Councilmember _____ moves, Councilmember _____ seconds to authorize the City Manager to execute a contract with SBS Legal Services, PLLC for 2013 City Attorney services.

REVIEWED BY: Derek Matheson, City Manager

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Covington, Washington (the "City"), and SBS Legal Services, PLLC, (the "Contractor").

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall provide City Attorney services to the City and Sara B. Springer, a member attorney of the Contractor, shall serve as the City Attorney, providing the traditional scope of attorney services. The Contractor shall also be responsible for providing an equally qualified coverage attorney, when necessary. In performing such services, the Contractor shall at all times faithfully, and to the best of its ability and experience, perform all of the duties that are required of it pursuant to the express terms of this Agreement, the rules of professional responsibility, and the direction of city management.

2. Compensation and Method of Payment.

a. Compensation. The City shall pay the Contractor a flat monthly fee of \$5,000.00 for legal services. The flat monthly fee is based upon the Contractor providing up to thirty-five (35) hours of attorney time each month. Any legal services performed above thirty-five (35) hours in a given month shall be billed to the tenth (1/10) of the hour at the regular hourly rate of \$145.00. Should the Contractor perform less than thirty (30) hours of legal services in a given month, the Contractor shall apply a pro-rated credit, calculated to the tenth(1/10) of the hour at the regular hourly rate of \$145.00, to the flat fee owed by the City to the Contractor. Any legal services provided by a coverage attorney shall be included within the above compensation provisions.

b. Travel. The Contractor shall not bill nor be entitled to payment for travel time to and from the City. Any other travel by the Contractor on behalf of the City shall be billed at to the tenth (1/10) of the hour at 50% of the regular hourly rate of the Contractor.

c. Miscellaneous Expenses. The Contractor shall not bill nor be entitled to payment for telephone, photocopy, fax, and mileage expenses incurred in the performance of its duties; provided, however, that the City shall make a reasonable accommodation to reimburse the Contractor for unusual photocopy and fax costs, if any, that may arise in the course of litigation to which the City is a party or other extraordinary projects. In all events, the City shall reimburse the Contractor for legal messenger service expenses, court filing fees, transcripts, and other similar expenses advanced on the City's behalf.

d. Payment. The Contractor shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of receipt, unless there is a dispute. In the event of a dispute, the City shall pay any amount not in dispute and the parties shall meet to resolve any differences. If the parties are unable to resolve any such differences, the parties shall submit the disputed amount to the Fee Arbitration Board of the State of Washington Bar Association for arbitration and prompt resolution. The parties agree to be bound by the results of such arbitration. In the event of non-payment following arbitration, the City shall pay the Contractor the costs of collecting the debt, including court costs and fees, and reasonable attorneys fees.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period of twelve (12) months, commencing on the date executed by the parties below unless sooner terminated under the provisions hereinafter specified.

4. Independent Contractor. Throughout the term of this Agreement, the Contractor shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties

hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

The parties acknowledge that the Contractor will provide work and services for other clients in its independent law practice. The Contractor agrees not to perform such services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists.

5. Indemnification. The Contractor releases and shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and volunteers from any and all claims, demands, losses, actions and liabilities (including costs and all attorney's fees) arising from the negligent and intentionally wrongful acts or omissions of the Contractor in the performance of legal services under this Agreement, or by the Contractor's breach of this Agreement. To the maximum extent permitted by applicable law, this indemnification provision shall apply. However, this shall not require the Contractor to indemnify the City against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of the City. Further, the City shall protect, defend and indemnify and save harmless the Contractor, its attorneys and other employees from all costs, claims, judgments or damages arising out of the negligent acts or omissions of the City, its officers, employees or volunteers or due to the City's breach of this Agreement.

6. Insurance. The Contractor shall procure and maintain in full force throughout the duration of the Agreement professional liability insurance including Errors and Omissions as appropriate to the services performed and shall be written on a claims made form basis with limits of in no case less than \$500,000.00 per occurrence. Cancellation of the required insurance shall automatically result in termination of this Agreement. A declaration of professional liability insurance as required above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

7. Record Keeping and Reporting.

a. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

b. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. Termination. This Agreement may be terminated by either party with or without cause by providing a thirty (30) day written notice of termination to the other party.

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

10. Entire Agreement. This Agreement contains the entire Agreement between the Parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either Party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

11. Notices. Notices to the City of Covington shall be sent to the following address:

City Clerk, City of Covington
16720 SE 271st St, Suite 100
Covington, Washington 98042

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

12. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

13. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 2013.

CITY OF COVINGTON

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

ATTEST/AUTHENTICATED:

Printed Name: _____

Sharon Scott, City Clerk

Address: _____

Date approved by City Council: _____
(If Applicable)

Consent Agenda Item C-4

Covington City Council Meeting

Date: March 26, 2013

SUBJECT: CONSIDER ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COVINGTON AND BLACK DIAMOND RELATING TO BUILDING CODE ADMINISTRATION, BUILDING PLAN REVIEW, AND BUILDING INSPECTION SERVICES.

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENT(S):

1. Proposed Interlocal Agreement for Building Code Administration, Building Plan Review, and Building Inspection Services.

PREPARED BY: Robert Meyers, Building Official

EXPLANATION:

The City of Black Diamond wishes to continue their Interlocal Agreement (ILA) with the City of Covington for a variety of Building Safety Services. The current ILA is scheduled to expire on March 22, 2013, after being in place for the past two years. The revised ILA is very similar to the current ILA, except for the removal of code enforcement services currently provided, a slight reduction of the minimum hours of service per month from 56 hours to 45 hours a month, and a \$3 per hour increase in hourly rates for our services. Black Diamond has indicated the desire to remove the code enforcement services because of budget and revenue constraints. Therefore Covington is proposing the attached ILA with the City of Black Diamond for an additional two years from March 2013 through March 2015. The City of Black Diamond approved the attached ILA on March 14, 2013. The ILA includes provisions for the following services:

1. Building Code Administration,
2. Building Plan Review, and
3. Building Inspections.

ALTERNATIVES:

Decline the proposed Interlocal Agreement with Black Diamond at this time.
Refer Interlocal Agreement to staff for revision of specified terms.

FISCAL IMPACT:

None, as the approximately \$40,000 revenue generated will cover the costs of the specified hours for the building safety services provided to Black Diamond under this Interlocal Agreement.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to enter into an Interlocal Agreement Between the Cities of Covington and Black Diamond Relating to Building Safety Services.

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

**INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF BLACK DIAMOND & COVINGTON
RELATING TO BUILDING CODE ADMINISTRATION, PLANS EXAMINATION, &
BUILDING INSPECTIONS SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into between the CITY OF BLACK DIAMOND, WA hereinafter "Black Diamond", and the CITY OF COVINGTON, WA hereinafter "Covington".

WHEREAS, Black Diamond and Covington are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Covington's Community Development Department maintains a building division that regularly enforces and administers the building code requirements, reviews building permit applications, and conducts building inspections; and

WHEREAS, Black Diamond desires to utilize the resources of Covington to assist Black Diamond in performing building code administration, plan review, and building inspection; and

WHEREAS, Black Diamond has agreed to compensate Covington for performing these services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Black Diamond and Covington as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework to effectuate Black Diamond's desire to have Covington perform these services for payment.

2. Services—Generally.

2.1. **Approval and Priority.** All services provided by Covington to Black Diamond, as detailed in this Agreement, will be performed by Covington's building staff as approved and directed by Covington's Community Development Director (the "Director") or Covington's Building Official ("Building Official") and subsequent to regularly assigned duties for Covington staff.

2.2. **Request for Services.** Covington staff will maintain a regular schedule of office hours at Black Diamond. Unless otherwise provided for in this Agreement, Black Diamond shall submit all requests for additional hours of service in writing. Requests submitted via e-mail qualify as "in writing" for purposes of this Agreement.

3. Building Official Services. Covington will provide Building Official services in

accordance with the current construction codes as adopted and amended by the State of Washington and Black Diamond.

3.1 **Building Official.** Covington's Building Official will perform the duties of Building Official to enforce and administer the provisions of Black Diamond's building code and is authorized to render interpretations of the code in accordance with the adopted construction codes.

3.2 **Meetings.** Covington's Building Official will attend meetings as requested, such as pre-application meetings, pre-submission meetings, enforcement hearings, and City Council meetings, to represent Black Diamond in the role of Building Official.

3.3 **Inspections, Plan Review.** Covington's building staff will perform inspections and plan review, duties upon request by Black Diamond and pursuant to the procedures provided in this Agreement.

3.4 **Hours of Service.** In recognition of the mutual benefits of this Agreement, Covington's staff will provide a minimum of forty-five hours (45) hours of service per month. Black Diamond may request up to sixty-five (65) hours per month. Changes or alterations to the scheduled hours can be requested in writing by either party.

4. Building Plan Review Services. Covington Plan Review Staff will review plans for code compliance upon request and in accordance with the current construction codes as adopted and amended by the State of Washington and Black Diamond.

4.1. Black Diamond shall submit requests for any plan review services to the Building Official.

4.2. If corrections or additions are required, Covington Plan Review Staff will draft comments and send an electronic copy to Black Diamond within four (4) weeks of receipt. A longer timeline may be given to allow sufficient review of more time intensive projects, including but not limited to commercial and multi-family projects.

4.3. If approved, Covington Plan Review Staff will indicate in writing that the drawings have been reviewed for code compliance. Approved sets of plans shall be returned to Black Diamond for issuance. Denied or expired permit applications will be returned to Black Diamond after 180 days of inactivity on the application.

4.4. Covington Plan Review Staff will attend meetings upon request, such as pre-application meetings, pre-construction meetings, and enforcement hearings, to represent Black Diamond in the role of Plans Examiner.

5. Building Inspection Services. Covington Building Inspection Staff shall perform building inspections, including building, plumbing, and mechanical inspections, upon request. The governing codes used for inspection shall be the International Building Code, International Residential Code, International Mechanical Code and Uniform Plumbing Code as adopted by Black Diamond in the Black Diamond Municipal Code. Inspections will be performed according to the regular inspection schedule set by the Director or Building Official.

5.1. Black Diamond shall submit requests for inspections to the Building Official by 4:00 pm the business day prior of the requested inspection. Generally, inspections will not be conducted on Fridays, unless Covington notifies Black Diamond that staff will be available.

5.2. Covington Building Inspection staff shall maintain electronic records of inspections in Black Diamond's permit system software and provide Black Diamond with copies of any correction notices and the results of the inspections performed within one (1) business day of the date of the inspection. The correction notices may be provided in electronic or paper format.

5.3.

6. Term of Agreement. This Agreement shall become effective on the last date this Agreement is ratified by the legislative body of Covington and the legislative body of Black Diamond. Unless terminated by either party pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect for two (2) years from the effective date. This Agreement may be extended by mutual written agreement of the parties subject to the ratification of such extension by the legislative body of each city.

7. Payment to Covington. In consideration of this Agreement and the services provided, Black Diamond shall pay Covington an hourly rate by specific Covington employee for all services provided by Covington under this Agreement, as listed in Exhibit A. In years subsequent to 2013, Covington and Black Diamond shall negotiate and set the hourly rate for the next year of service. A two (2) hour minimum shall be charged to Black Diamond for each date of any service by Covington. After the two (2) hour minimum is reached for a single date, Black Diamond shall pay for each fifteen (15) minute increment, which shall be rounded to the nearest fifteen (15) minute increment. Black Diamond shall be required to pay Covington regardless of whether Black Diamond is paid or collects fees for the services that involved the work of Covington. Payments for services rendered shall be made by Black Diamond each month within thirty (30) days of receipt of the billing statement from Covington.

7.1. **Billing Statement.** Covington shall submit a monthly statement to Black Diamond that shall contain the following:

Date of Service
Hours of work
Staff Name

7.2. **Billing Statement Dispute.** In the event that there is a dispute regarding the amount of money owed by Black Diamond to Covington, staff shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into the registry of the King County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute.

7.3. **Reconciliation of Amount Due After Termination or Expiration.** Within thirty (30) days of the effective date of this Agreement's expiration or earlier termination, Covington shall submit to Black Diamond a statement as described in subsection 7.1 of this Agreement for the past quarter or part thereof. Within thirty (30) days of submitting the statement, the parties shall reconcile the account and determine how much money Black Diamond

owes to Covington for unpaid services. Final payment and settlement of accounts shall occur within ninety (90) days of the effective date of termination of the Agreement.

8. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by Black Diamond shall remain the property of Black Diamond, and any property owned by Covington shall remain the property of Covington.

9. Independent Contractor. The Parties understand and agree that Covington is acting hereunder as an independent contractor and shall maintain control of all Covington employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All Covington personnel rendering service hereunder shall be, for all purposes, employees of Covington, although they may from time to time act as officers of Black Diamond.

10. Termination.

10.1. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.

10.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

10.3. Termination for Breach. Covington may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Black Diamond to make payments as required by this Agreement. Black Diamond may terminate this Agreement upon fourteen (14) days advance written notice in the event Covington fails to provide services as required in this Agreement except disputes handled per Section 7.2.

11. Indemnification and Hold Harmless. Covington agrees to defend, indemnify, and hold harmless Black Diamond and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Covington or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Covington or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

Black Diamond agrees to defend, indemnify, and hold harmless Covington and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Black Diamond or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Black Diamond or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in

effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

12. Miscellaneous.

12.1. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

12.2. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

12.3. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

12.4. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each City.

12.5. **Compliance with Laws.** Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

12.6. **Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part

of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

12.7. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

12.8. **Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

12.9. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

<p>COVINGTON:</p> <p>CITY OF COVINGTON:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Derek M. Matheson</u> Its <u>City Manager</u></p> <p>DATE: _____</p>	<p>BLACK DIAMOND:</p> <p>CITY OF BLACK DIAMOND:</p> <p>By: _____</p> <p>Print Name: <u>Rebecca Olness</u> Its <u>Mayor</u></p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p><u>Derek M. Matheson</u>, City Manager City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042</p> <p>(253) 480-2494 (telephone) (253) 480-2401 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p><u>Rebecca Olness</u>, Mayor City of Black Diamond PO Box 599 24301 Roberts Drive Black Diamond, WA 98042</p> <p>(360) 886-5700 (telephone) (360) 886-2592 (facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>_____ City Attorney</p>

**A. EXHIBIT A
BUILDING DEPARTMENT SERVICES FEES**

2013-2014 Hourly Rates

Building Official	...\$86.00
Plans Examiner	...\$65.00

Consent Agenda Item C-5

Covington City Council Meeting

Date: March 26, 2013

SUBJECT: BILLING AGREEMENT WITH SOOS CREEK WATER & SEWER DISTRICT
FOR LIFT STATION 46

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Billing Agreement

PREPARED BY: Derek Matheson, City Manager

EXPLANATION:

The City Council approved a settlement agreement with the Soos Creek Water & Sewer District last year that allowed the district to pay the city an hourly rate in lieu of flat fees for development review of Lift Station 11 at SE 262nd Street and 184th Avenue SE. The attached agreement extends this arrangement to LS 46 at Calhoun Pit. The district's commissioners are scheduled to approve it on March 20.

ALTERNATIVES: Do not sign the agreement and provide direction to staff.

FISCAL IMPACT: The city will be fully compensated for its services.

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

**Council member _____ moves, Council member _____
seconds, to authorize the city manager to sign a billing agreement with the
Soos Creek Water & Sewer District in substantially the form attached.**

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

ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF COVINGTON AND SOOS CREEK WATER AND SEWER DISTRICT LIFT STATION NO.46 PROJECT BILLING

THIS AGREEMENT is made and entered into as of this XX day of February, 2013 (the “Effective Date”), by and between the City of Covington, a Washington municipal corporation (the “City”), and Soos Creek Water and Sewer District, a Washington municipal corporation and political subdivision of the State of Washington (the “District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District is the owner of certain real property within the city of Covington, the legal description of which is attached hereto as Exhibit A (the “Property”), and has commenced a development project on the Property to construct Lift Station No. 46 (the “Lift Station Project”); and

WHEREAS, pursuant to Chapter 14.35 of the Covington Municipal Code (CMC), the City applies a flat fee for all land use and building permits based on the current fee schedule resolution; and

WHEREAS, the City based its land use and building permit fee schedule upon a comprehensive fee study performed in 2008 and deems the land use and building permit fee schedule to be defensible and reasonable for the work performed; and

WHEREAS, as expressed by its legal counsel, the District contends that under RCW 57.08.005, the District’s statutory authority to “[t]o construct, condemn and purchase, add to, maintain, and operate systems of sewers . . . with full authority to regulate the use and operation thereof” is an exception to the City’s building code authority as to those portions of the Lift Station Project that are exclusively related to the provision of sewer service by the District; and

WHEREAS, in recognition of both the City and the District’s desire to move forward with the Lift Station Project to meet the growing needs of both the District and the City, the District and the City are now willing to compromise and enter into this Settlement Agreement on the terms stated herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District hereby agree as follows:

AGREEMENT

1. Services to be Performed. To the extent required by the CMC and state statutes, notwithstanding the exceptions provided in Section 2 herein, and following the City’s standard development processes, the City shall perform all review, permitting, and inspection services necessary to complete the Lift Station Project work.

2. Alternate Inspection Process. Pursuant to Sections 104.4 and 104.10, 110, and 1704 of the International Building Code (IBC), when applicable, in lieu of City inspection of internal lift station structures (e.g. underground vaults and wet wells), the District may use an alternative inspection process and/or special inspector to perform required inspections of the internal lift station and provide the City reports of said inspections. The City will consider the use of alternate and/or special inspectors for additional inspections upon the request and demonstration by the District that such inspections meet the criteria required under this Agreement and the applicable IBC section.

3. Hourly Rate. For the services outlined in Section 1 herein, the City shall charge the District an hourly rate pursuant to the City's rate sheet in effect at the time of the work performed. The City shall bill all Lift Station Project work in quarter hour increments.

4. Billing. The City shall provide the District a monthly invoice that contains the date, work task, and time billed for each task completed in the preceding month. The District shall remit payment owed to the City within forty-five (45) days of receipt of the invoice. In the event the District contests any invoice, the District shall still remit payment, but may do so under protest and without prejudice to a claim for refund.

5. Disputes. In the event there is a dispute regarding any of the Parties' responsibilities or obligations under this Agreement, the appointed administrators of the Parties shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the appointed administrators shall forward the dispute to each Party's City Manager/General Manager for resolution. In the event there is no resolution after review by the Parties' City Manager/General Manager, the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, either Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation, and mediation was unsuccessful in resolving the dispute, shall be grounds for any Party to terminate this Agreement for material breach.

6. Term. This Agreement shall be in full force and effect from the Effective Date and ending upon the final completion of the Lift Station Project and the services pursuant to Section 1 herein, but in any event no later than December 31, 2015 ("Term"), unless earlier terminated under the provisions of this Agreement.

7. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other. The City shall be entitled to payment of all services performed to the date of termination. After the termination date, any remaining City review, permitting, or inspection services required to complete the Lift Station Project shall be billed pursuant to the City's land use and permitting fee schedule in effect at the time the work is performed; the District shall be entitled to a credit for partially completed services paid for by the District prior to the date of termination.

GENERAL TERMS AND CONDITIONS

8. Mutual Release of Claims. In consideration of the obligations of the City and the District in this Agreement, and conditioned upon the City's and the District's fulfillment of the obligations listed above, the District agrees to release the City, including its elected officials, agents, officers, representatives, attorneys, employees, successors, and assigns, and the City agrees to release the District, including its elected officials, agents, officers, representatives, attorneys, employees, successors, and assigns, from any and all claims or potential claims, demands, damages, liabilities, civil or administrative examinations, investigations, enforcement actions, or causes of action of any kind or nature whatsoever, known or unknown, which could be brought under any local, state, or federal laws or regulations by the District or the City, arising from the City's collection of permit fees. The City and the District acknowledge and represent that the terms of this Agreement have been jointly negotiated and that each Party enters into this Agreement voluntarily. The Parties agree that this Agreement is authorized under law and both the City and the District waive any claim that this Agreement is invalid or illegal. The Parties expressly acknowledge and agree that this Agreement neither indicates nor constitutes an admission of any liability or wrongdoing of any nature whatsoever by any Party hereto.

9. Severability. Should any portion of this Agreement be found by a court of competent jurisdiction to be unenforceable and/or invalid, the remainder of this Agreement shall remain in full force and effect to the extent practicable to effectuate the spirit and intent of the Parties. Any ambiguities within this Agreement shall not be presumptively construed against either Party.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators, and assigns of the Parties hereto.

11. Governing Law/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in King County.

12. Authority. The City and the District each represents and warrants to the other that it has the authority, and is duly authorized, to execute and deliver this Agreement and that the persons signing on its behalf are duly authorized to do so.

13. Amendments. This Agreement may not be amended or modified except in writing and signed by both Parties.

14. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and is in lieu of all other proceedings related to this matter which may be available to the Parties. There are no other agreements, promises, representations, or warranties, oral or written, except as expressly set for herein.

15. No Third Party. This Agreement is made and entered into for the benefit of the Parties hereto and their successors and assigns. No other person or entity is an intended third party beneficiary. No other person or entity shall have any right of action under this Agreement.

16. Attorney Fees. In the event that either Party resorts to litigation to enforce any term of this Agreement, the substantially prevailing party in any such litigation shall be entitled to an award of reasonable attorney fees, together with actual court costs, expended in such litigation.

17. Full Understanding. The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof; and that they have been fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms of this Agreement.

18. Notice. Any notice or other written communication to any Party under this Agreement will be effective only if in writing and delivered (1) personally, (2) by certified mail, return receipt requested and postage prepaid, (3) by facsimile transmission with written evidence confirming receipt, or (4) by overnight courier (such as UPS, FedEx, or Airborne Express) to the following addresses:

If to the District:
Soos Creek Water & Sewer District
14616 SE 192nd Street
P.O. Box 58039
Renton, WA 98058-1039
Attn: Ron Speer, District Manager
Phone: 253-630-9900
Fax: 253-630-5289

If to the City:
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
Attn: Derek Matheson, City Manager

The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Agreement and actually received by the addressee.

19. Counterparts. This Agreement 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.

20. Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

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

CITY OF COVINGTON

SOOS CREEK WATER AND SEWER DISTRICT

By: Derek Matheson
Its: City Manager

By: Ron Speer
Its: District Manager

Attest:

Sharon Scott, City Clerk

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR SERVICES WITH GRAY & OSBORNE FOR ON-CALL ENGINEERING SERVICES.

RECOMMENDED BY: Glenn Akramoff, Public Works Director

ATTACHMENT(S):

1. Local Agency Standard Consultant Agreement

PREPARED BY: Don Vondran, PE, City Engineer

EXPLANATION:

On January 18, 2013, the City advertised a Request for Qualifications (RFQ) for On-Call Engineering Services. The RFQ was advertised in the Covington Reporter on January 18th and January 25th and was also posted on the City's website. Submittals from interested Consultants were due on February 8, 2013. The RFQ was advertised for on-call services but it also included specific projects with federal and state funding that could be assigned Task Orders. Due to the small nature of these projects, and in discussions with WSDOT (federal funds administrator), it was determined that this would be the best way to meet federal requirements and not need to advertise for the design of every single project.

There were two consultants that submitted qualifications for consideration. They were TranTech out of Bellevue and Gray & Osborne out of Seattle. The submittals were reviewed and scored and both consultants were interviewed the week of February 18th. The scores from the submittals and the interview process were tallied and the unanimous recommendation was to select Gray & Osborne.

Because the work involves federal funds, the consultant contract must be the form documented in WSDOT's Local Agency Guidelines (LAG) Manual in order to receive reimbursement. The agreement will be set-up as an on-call agreement with a negotiated hourly rate, not a fixed amount. The individual Task Orders will then establish the maximum amount payable and the completion dates for each task.

FISCAL IMPACT:

The primary reasons for the on-call contract were to begin design on projects that we received grant funding and for SWM projects that we have capital funds in the budget. Staff is not only requesting authorization for the City Manager to sign an agreement with Gray & Osborne but also authorization for approval of individual Task Orders based on the following:

- A Task Order for the design of the Citywide Safety Project estimated at \$25,000 that is fully reimbursable (no match) from Federal Safety Grant HSIP-000S(338);

- A Task Order for the design of the 156th/160th Avenue Rehabilitation Project estimated at \$40,000 that is fully reimbursable (no match) from the 2012 Supplemental Transportation Budget (Federal Funds); and
- A Task Order for the design of the Woodlands Stormwater Capital Project estimated at \$53,500, which is in the 2013 SWM Budget under Annual Facility Rehabilitation.

Additional task orders or amendments will follow adopted financial policies and procedures for authorization.

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

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to execute an agreement with Gray & Osborne for on-call engineering services.

Council member _____ moves, Council member _____ seconds, to authorize the City Manager to sign Task Orders in the amount of \$118,500 for the Citywide Safety Project, the 156th Avenue Rehabilitation Project and the Woodlands Stormwater Capital Project.

REVIEWED BY: City Manager, City Attorney, Finance Director

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Gray and Osborne 701 Dexter Avenue N Suite 200 Seattle, WA 98109 (206)284-0860	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number 1159-13	Project Title And Work Description On-Call Engineering Services Work may include project design, NEPA/SEPA environmental documentation, evaluating ROW concerns, preparation of PS&E, construction management and stormwater rate fee analysis.	
Federal Aid Number Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0890718	Do you require a 1099 for IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Completion Date June 30, 2015
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____

Index of Exhibits (Check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work
<input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input checked="" type="checkbox"/> Exhibit F Overhead Cost
<input type="checkbox"/> Exhibit G Subcontracted Work
<input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input checked="" type="checkbox"/> Exhibit H Title VI Assurances
<input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures
<input type="checkbox"/> Exhibit L Liability Insurance Increase
<input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification
<input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification
<input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary
<input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification
<input type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this _____ day of March, 2013, between the Local Agency of Covington, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency _____

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Project Design
- B. NEPA/SEPA Environmental Documentation
- C. Evaluating ROW Concerns
- D. Preparation of Ad Ready Plans, Specifications and Estimates
- E. Construction Management
- F. Stormwater Rate Fee Analysis

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-2
Consultant Fee Determination – Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ 192.26%	Profit See Note 1	Rate Per Hour See Note 1
Survey Technician/CADD Technician/Drafter	\$15-\$31	\$28.84-\$59.60		
E.I.T./Design/Civil Engineers	\$24-\$36	\$46.14-\$69.21		
Environmental Technician/Specialist	\$27-\$44	\$51.91-\$84.59		
Transportation/Electrical/Structural Engineers	\$36-\$50	\$69.21-\$96.13		
Project Manager/Engineer	\$32-\$55	\$61.52-\$105.74		
Principal-in-Charge	\$32-\$58	\$61.52-\$111.51		
Survey Crew	\$43-\$96	\$82.67-\$184.57		
Professional Land Surveyor	\$33-\$42	\$63.44-\$80.75		
Field Inspector/Resident Engineer	\$28-\$46	\$53.83-\$88.44		
Secretary/Typist*	N/A	N/A		

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

NOTE: (1) Varies per Task Order as approved by the City/WSDOT.

Gray Osborne
Overhead Schedule
For the Year End December 31, 2011

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$5,290,554</u>				<u>\$5,290,554</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$800,845		2,641	Q	\$803,486	15.19%
Payroll Taxes	879,355				879,355	16.62%
Health Insurance	1,262,980				1,262,980	23.87%
Workers' Comp. Insurance	48,703				48,703	0.92%
Profit Sharing (401-k)	100,000				100,000	1.89%
Fringe Benefit Adjustment			(20,595)	I	(20,595)	-0.39%
Total Fringe Benefits	<u>\$3,091,883</u>	<u>\$0</u>	<u>(\$17,954)</u>		<u>\$3,073,929</u>	<u>58.10%</u>
General Overhead:						
Indirect Labor	\$2,868,025		(\$57,360)	I	\$2,810,665	53.13%
Labor Variance (Uncomp OT)	(115,065)		\$115,065	S	0	0.00%
Incentive Bonus	2,354,267		(186,550)	R, S	2,167,717	40.97%
Rent	624,936				624,936	11.81%
Maintenance & Repairs	101,247				101,247	1.91%
Automobile	26,236		(907)	P	25,329	0.48%
Travel	122,559		(36,768)	N	85,791	1.62%
Recovery, Business Owned Veh.	(27,947)				(27,947)	-0.53%
Meals	63,374	(23,555)	(27,144)	A, M	12,675	0.24%
Lodging	20,660		(6,404)	K	14,256	0.27%
Insurance	143,598				143,598	2.71%
Telephone	58,173				58,173	1.10%
Utilities	9,453				9,453	0.18%
Taxes & Licenses	419,289				419,289	7.93%
Depreciation & Amortization	176,751				176,751	3.34%
Membership & Dues	34,670		(1,000)	J	33,670	0.64%
Recruiting	6,206				6,206	0.12%
Advertising	6,207	(6,207)		B	0	0.00%
Professional Services	64,579				64,579	1.22%
Interest	23,848	(23,848)		C	(0)	0.00%
Computer	60,667				60,667	1.15%
Office Expense	310,991	(13,155)		D	297,836	5.63%
Charitable Contributions	4,850	(4,850)		E	0	0.00%
Deferred Contributions	13,062	(13,062)		F	0	0.00%
Provision for Taxes	(11,656)	11,656		G	0	0.00%
Key-man Life Insurance	(120,856)	120,856		H	0	0.00%
Total General Overhead	<u>\$7,238,125</u>	<u>\$47,835</u>	<u>(\$201,068)</u>		<u>\$7,084,891</u>	<u>133.92%</u>
Total Overhead Costs	<u>\$10,330,008</u>	<u>\$47,835</u>	<u>(\$219,022)</u>		<u>\$10,158,821</u>	<u>192.02%</u>
Overhead Rate (Less FCC)	195.25%		196.16%		192.02%	
Facilities Cost of Capital					\$ 12,935	
					\$ 10,171,756	

**Gray Osborne
Overhead Schedule
For the Year End December 31, 2011**

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Overhead Rate (Includes FCC)					192.26%	

*Gray & Osborne, Inc., Reviewed and Accepted 10/29/12 MJP
"Overhead Rate still subject to WSDOT Audit"*

References

Gray & Osborne Adjustments:

- A Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2). Entertainment unallowable per 48 CFR 31.205-14.
- B Public relations and advertising unallowable per 48 CFR 31.205-1.
- C Interest unallowable per 48 CFR 31.205-20.
- D Employee/Client Appreciation, unallowable per 48 CFR 31.205-13(b)
- E Contributions unallowable per 48 CFR 31.205-81.
- F Bonus payments unsupported and not performance based unallowable per 48 CFR 31.205-6 and 2010 AASHTO
- G Unallowable taxes and licenses per 48 CFR 31.205-41.
- H Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).

WSDOT Adjustments:

- I Labor Directly associated to unallowable activities in Client Development account 20% deemed unallowable 48 CFR 31.205-6
- J Lobbying cost associated with Dues unallowable (\$1,000), 48 CFR 31.205-22
- K Amount of lodging exceeds Per Diem, 31% removed 48 CFR 31.205-46 (a) (2)
- M Amount in excess of Per Diem, 48 CFR 31.205-46 (a) (2), No meal per diem authorized for employee's in a non travel status, 48 CFR 31.205-6, Unallowable cost for Alcohol 48 CFR 31.205-51, 80% of account unallowable per WSDOT testing
- N Airfare for spouse unallowable 48 CFR 31.201-3, Airfare cost in excess of lowest fair available unallowable (\$1,477), 48 CFR 31.205-46 (b), Mileage in excess of GSA authorized \$.51, GSA did not change mileage in conjunction with the IRS change.
- P Personal use of Autos is strictly prohibited, personal use of the vehicles to and from work is not allowable, removed 10% of the following GL Accounts, (761- \$26,236, 774- \$10,783, 793-(\$27,947) 48 CFR 31.205-6 (m) (2)
- Q Vacation was accounted using accrued method instead of actual vacation paid \$2,641
- R Bonus payments of \$62,820 removed, the difference of rating for principal to non-principal of the same engineers job classification, multipliers for ratings of the same job class should be consistent. 48 CFR 31.201-2 (c), 31.205-6 (f) (i)
- S Reclassified Comp hours to offset payroll variance to align payment with correct cost pool, 48 CFR 31.203 (c)

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am _____ and duly authorized representative of the firm of Gray and Osborne whose address is _____ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Covington, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B), of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Gray and Osborne

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Gray and Osborne

(Date)

(Signature) President or Authorized Official of Consultant

SUBJECT: APPOINTMENTS TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Victoria Throm, Personnel & Human Services Analyst

ATTACHMENTS: See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

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

- Three positions open (all adults). Both youth members have opted to serve a second year without reapplying per Ordinance No. 10-13.*

***Youth Terms:** Each of the youth members shall serve for a term of one year with an option to serve a second year without reapplying.

<u>Name of Applicant</u>	<u>Resides or Works</u>
Joyce Bowling (interviewed March 26)	Resides Inside Covington
Tracy Sorensen (interviewed March 26)**	Resides Inside Covington
Lesley Schlesinger (interviewed March 26)	Resides Inside Covington
Haris Ahmad (interviewed March 26) (currently Pos. 7)	Resides Outside Covington (but within three-mile radius – also works in Covington)

**Note: Tracy Sorensen’s first choice is to be appointed to the Human Services Commission. Her second choice is to be appointed to the Arts Commission. (Arts Commission appointments to be held at a future meeting.)

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

ALTERNATIVES:

Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open positions.

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint _____ to fill open Position No. 3 on the Human Services Commission with a term expiring March 31, 2016.

**Councilmember _____ moves, Councilmember _____
seconds, to appoint _____ to fill open Position No. 6 on the
Human Services Commission with a term expiring March 31, 2016.**

**Councilmember _____ moves, Councilmember _____
seconds, to appoint _____ to fill open Position No. 7 on the
Human Services Commission with a term expiring March 31, 2016.**

REVIEWED BY: Derek Matheson, City Manager
Sharon Scott, City Clerk/Executive Assistant
Noreen Beaufriere, Personnel Manager
Victoria Throm, Personnel & Human Services Analyst

SUBJECT: CONSIDER CITIZEN SURVEY QUESTIONS

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. 2013 Draft Survey (to be provided prior to meeting)
2. 2009 Survey Results

PREPARED BY:

Karla Slate, Community Relations Coordinator

EXPLANATION:

Staff is preparing to launch the 2013 Covington Citizen Survey to be conducted by Elway Research. In order to gauge any change in sentiment among citizens, a majority of the questions have been carried over from the previous survey conducted in 2009. Some new questions have been prepared to better understand citizen priorities for transportation, parks and recreation as well as other city services. The current budget allows for roughly 50 questions, resulting in an approximately 20-minute-long survey.

ALTERNATIVES:

- 1) Modify the existing questions.
- 2) Add questions (which would cause us to go over budget and lengthen the survey time if other questions aren't deleted).
- 3) Do not conduct a survey.

FISCAL IMPACT:

\$20,000 (already reserved in the 2013 budget)

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

PROVIDE INPUT TO STAFF

REVIEWED BY: City Manager



City of Covington
**CITIZEN OPINIONS OF CITY
AND CITY GOVERNMENT**

October, 2009





City of Covington

Citizen Opinions of City and City Government

October, 2009

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Questionnaire with data	
Cross-tabulation Tables	Under Separate Cover



City of Covington

Citizen Opinions of City and City Government

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INTRODUCTION

This report summarizes the results of a telephone survey conducted by Elway Research for the City of Covington. The survey interviewed Covington residents about the quality of life in Covington, priorities for the future, and the level of satisfaction with city government and city services. Specifically, the following subjects were addressed:

- Perceptions regarding the overall quality of life in Covington; feelings of safety; and the appropriateness for families.
- Preferred priorities for City government.
- Satisfaction with various departments and services, including specific on police service.
- Inclination to support or oppose a list of projects that would probably require more taxation.
- Sources used and desired, to get information about City government.

Demographic information was included in order to profile those with certain opinions.

This report includes Key Findings and a narrative summary of the findings, with analysis. The narrative is followed by annotated charts of the pertinent survey results. A complete set of cross-tabulation tables is presented under separate cover.

METHODS

SAMPLE:	300 adult heads of households inside the city limits of Covington. Every household in Covington was called in which there is at least one registered voter and for which we were able to obtain a telephone number.
TECHNIQUE:	Telephone Survey
FIELD DATES:	October 22-27, 2009
MARGIN OF ERROR:	±6% at the 95% confidence interval. That is, in theory, had all similarly qualified Covington residents been interviewed, there is a 95% probability that the results would be within ±6% of the results in this survey.
DATA COLLECTION:	Calls were made during weekday evenings and weekend days. Trained, professional interviewers under supervision conducted all interviews. Up to four attempts were made to contact a head of household at each number in the sample before a substitute number was called. Questionnaires were edited for completeness, and a percentage of each interviewer's calls were re-called for verification.

It must be kept in mind that survey research cannot predict the future. Although great care was employed in the design, execution and analysis of this survey, these results can be interpreted only as representing the answers given by these respondents to these questions at the time they were interviewed.

RESPONDENT PROFILE

In interpreting these findings, it is important to keep in mind the characteristics of the people actually interviewed. This table presents a profile of the 300 respondents in the survey.

Note: Throughout this report, percentages may not add to 100%, due to rounding.

GENDER:	45% Male 55% Female
AGE:	10% 18-34 21% 35-44 25% 45-54 19% 55-64 22% 65+
LENGTH OF RESIDENCE:	2% 0-1 Year 21% 2-5 Years 23% 6-12 Years 19% 13-20 Years 34% 20+ years
OWN / RENT:	92% Own 6% Rent
HOUSEHOLD TYPE:	43% Couple with children at home 34% Couple with no children at home 6% Single with children at home 16% Single with no children at home
ANNUAL HOUSEHOLD INCOME:	9% \$35,000 or less 14% Over \$35,000 to \$50,000 18% Over \$50,000 to \$74,000 14% \$75,000 to \$99,000 21% \$100,000 or more 23% No response

KEY FINDINGS

- ◆ **2 in 3 respondents said their tax dollars were being “well spent,” a high proportion for local governments.**
- ◆ **Residents generally satisfied with life in the city in most ways, but not usually to the utmost degree:**
 - 53% rated the city’s quality of life in the top three points of the 10 point scale, but only 9% said that it was a “10,” or “excellent.”
 - Almost all agreed with three positive statements about the city, but usually not “strongly:”
 - 95% agreed that “Covington is a good place for families”
 - 62% “agreed;” 33% strongly agreed.
 - 91% agreed with “I feel safe in my neighborhood,” (60%; 31%).
 - 93% agreed with “I feel safe in Covington” (62%; 31%).
- ◆ **Just over half (53%) said that the City was doing a “good” (43%) or “excellent” (10%) job of keeping them informed.**
 - 4 in 10 said “only fair” (32%) or “poor” (11%).
 - Two in 3 get their information about city government from the Covington Reporter.
- ◆ **The same proportion (53%) rated the city’s performance in providing residents “the opportunity to be involved in decisions” as “good” (43%) or “excellent” (10%).**
 - 37% said “only fair” (26%) or “poor” (11%)
- ◆ **“Grades” for most services ranged from “B-” to “C.”**
 - The highest went to police services, including:
 - 3.1 for “overall feeling of safety in the community,”
 - 3.0 for “overall quality of police service,” and
 - 3.0 for “the time it takes them to respond to a call.”
 - The lowest averages were:
 - 2.2 on the 4-point scale for “Zoning and Land Use Planning,”
 - 2.3 for “Streets and Traffic System,”
 - 2.4 for “Recreation Programs,” and
 - 2.4 for “Permit Services.”

- ◆ **Many respondents did not know enough to grade many services, including:**
 - Permit services (34% said they did not know),
 - Customer service at city hall (33%),
 - The aquatics programs (32%), and
 - "Emergency preparation" (30%).

- ◆ **1 in 3 had contact with a city agency or official in the last 12 months; those that had any contact tended to give it an average "B" grade.**

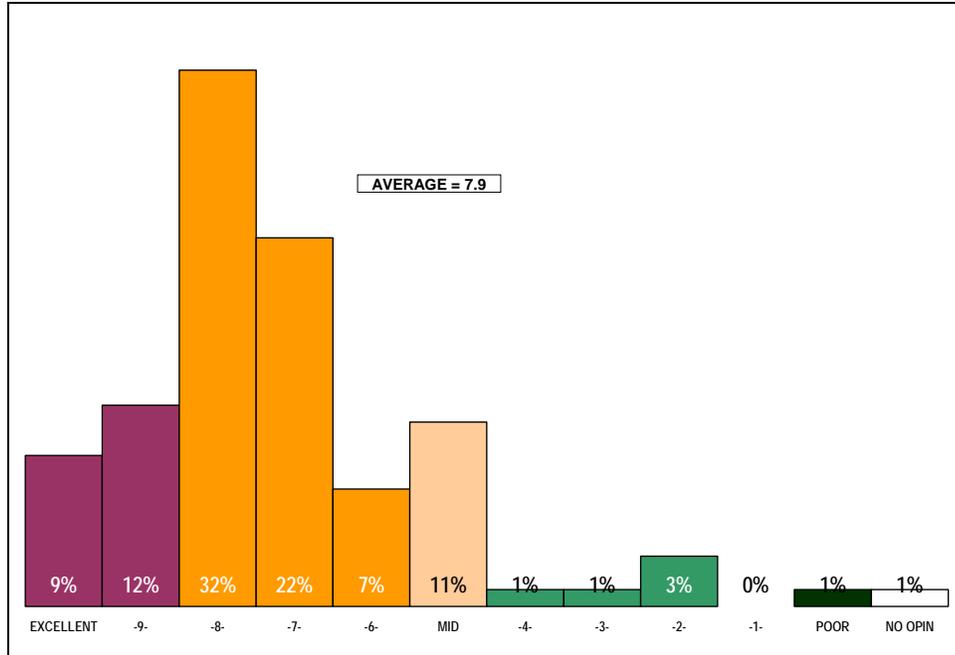
- ◆ **Police Response, Traffic Enforcement, and "Communicating with the public" were the top priorities for the City government:**
 - "Police Response" was named a "top" priority by 39%, and a "high" priority by 41%.
 - "Traffic Enforcement" (26% Top and 35% High).
 - "Communicating with the Public" (25% Top and 37% High).

- ◆ **Streets had highest level of potential support among possible programs requiring tax increases.**
 - Of 8 services tested that would require a tax increase, 4 had potential support of more than 50%, including:
 - 66% for "Improved streets and traffic flow,"
(31% strong support; 35% said "maybe");
 - 56% for Parks, Trails and open Space
(20% "strong and 36% "maybe")
 - 56% for sidewalks (16% strong and 40% "maybe")
 - 53% for "more recreation" (21% strong and 32% "maybe")
 - Improved streets and traffic flow was the only service included that had more "strong support" than "strong opposition."
 - The strongest opposition was to commuter rail and a town center:
 - 60% opposed Commuter Rail (39% strongly), and
 - 63% opposed a town center (34% strongly.)

FINDINGS

Major findings are presented in the following section in the form of annotated graphs and bullets. The full results are in detailed cross-tabulations under separate cover.

Average Quality of Life: 8 on a 10 Point Scale

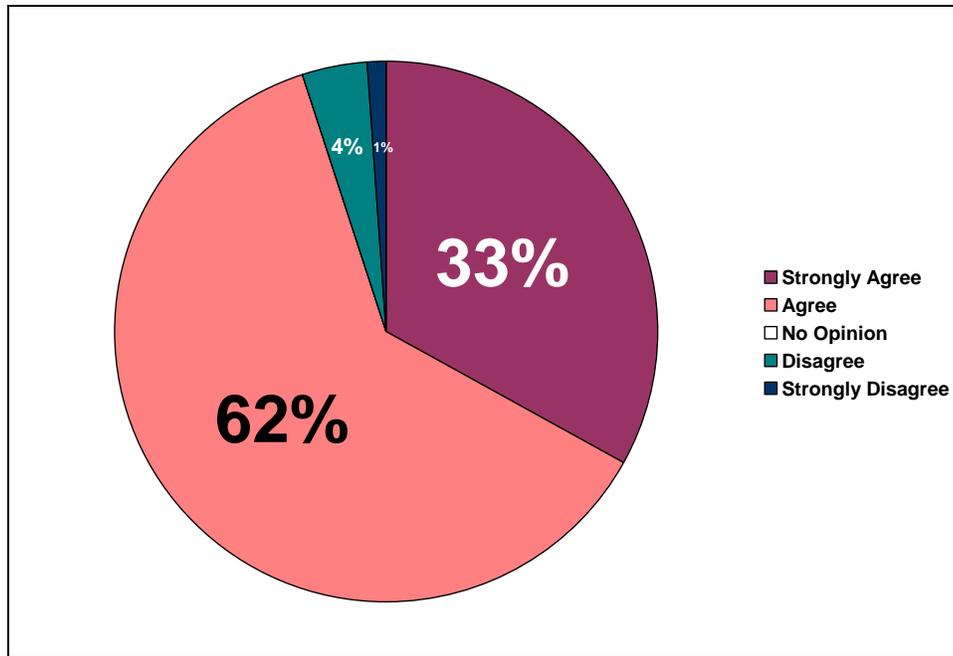


Question 3: Overall, how would you rate the quality of life in Covington? Please give a rating on a scale of zero to 10, where 10 means you think the city has an "excellent" quality of life, a "0" means it has a "poor" quality of life. A rating of 5 is in the middle.

◆ **Satisfaction with the overall quality of life in Covington went up in the middle incomes:**

- The average ratings from those with incomes both under \$50,000 and over \$75,000 was "7". This compares to
- A "9" average from those with annual household incomes between \$50,000 and \$75,000.

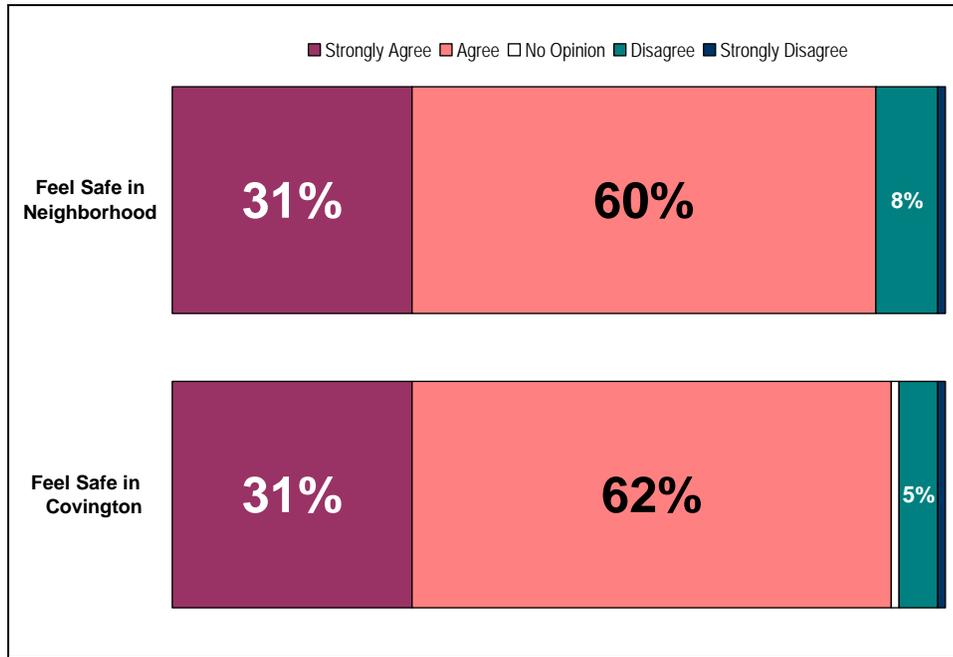
Almost All Agreed That Covington is Good for Families



Question 4a: I am going to read a series of statements about life in Covington. For each one, tell me whether you Agree Strongly, Agree, Disagree or Disagree Strongly. The first one, is Covington is a good place for families?

- ◆ **Younger respondents were most likely to strongly agree:**
43% of respondents under age 34 strongly agreed that Covington was a good place for families, compared to 28% age 45 and older.
- ◆ **Those with the lowest incomes also tended more to strongly agree:**
39% of those with incomes under \$50,000 strongly agreed vs. 29% of those with higher incomes.
- ◆ **Even 9 in 10 of those who had thought the overall quality of life was "7" or lower still agreed that Covington was a good place for families.**
- ◆ **Those with and without children living in the household agreed similarly to this statement.**

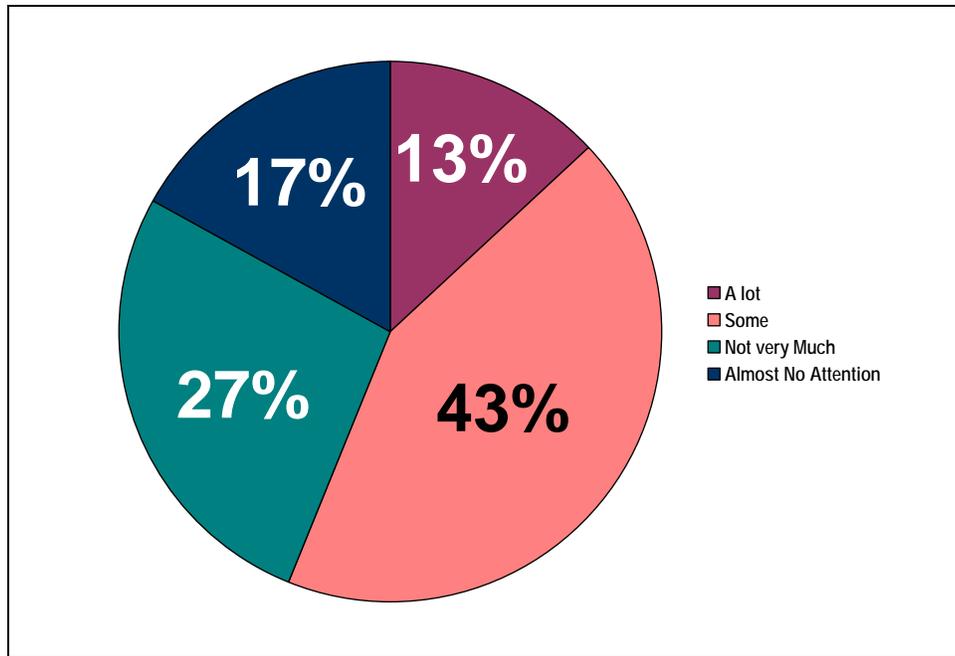
Almost All Feel Safe



Question 4b and 4c: I am going to read a series of statements about life in Covington. For each one, tell me whether you Agree Strongly, Agree, Disagree or Disagree Strongly. 2.) I feel safe in my neighborhood; 3.) I feel safe in Covington.

- ◆ **There was a slight tendency for households without children to feel safer:**
 - 34% without children in the household strongly agreed that they felt safe in their neighborhood, vs. 28% of those with children.
 - 34% strongly agreed that they felt safe in Covington, vs. 28% of those with children.

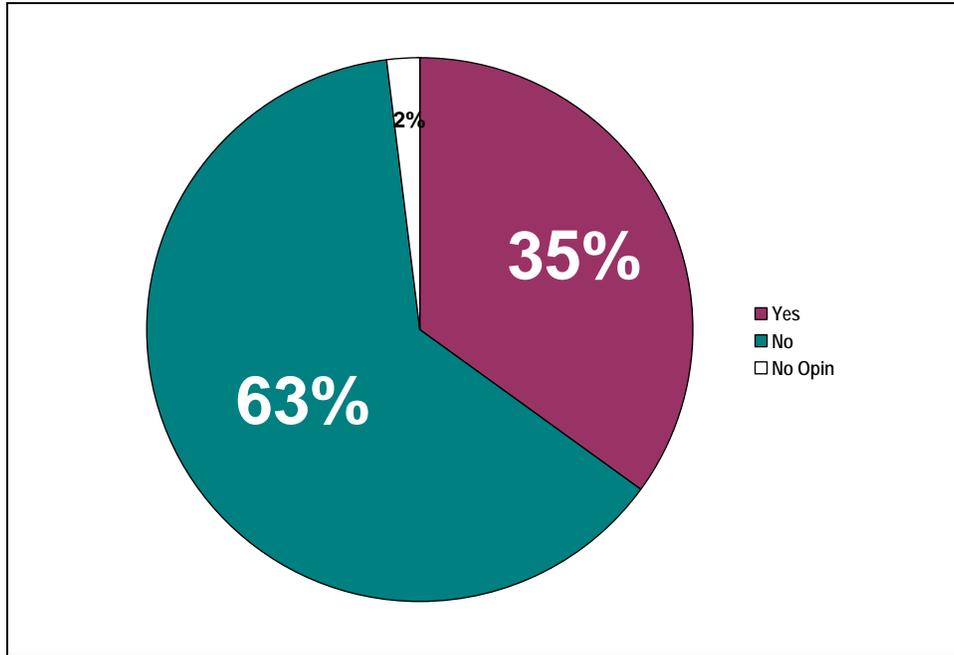
Most Paid At Least Some Attention to City Government



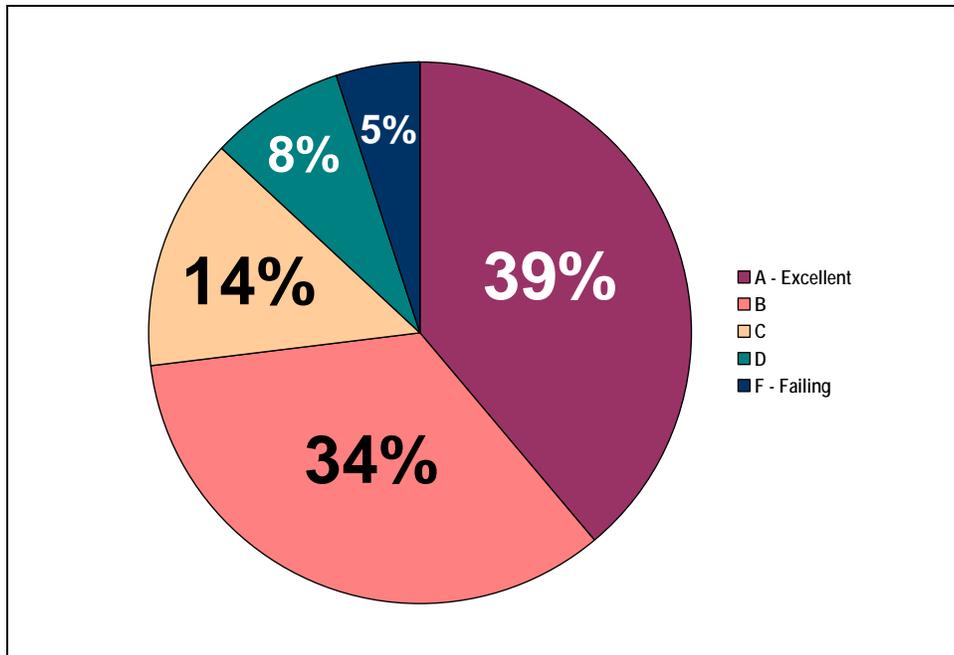
Question 5: Let's talk about the City Government. First, in general, how much attention would you say you pay to Covington City government? Would you say you pay...?

- ◆ **Most likely to have paid a lot of attention were those 65+:**
19% said that they paid a lot of attention, compared to 7% of those under 35.
- ◆ **Most likely to have paid almost no attention were those under 35:**
33% did, compared to 13% over 65.
- ◆ **Another 30% of those under 35 paid “not very much” attention, bringing the total to 63% of the youngest group who paid little or no attention.**

2 in 3 Had No Recent Contact: Grade Averaged "B"



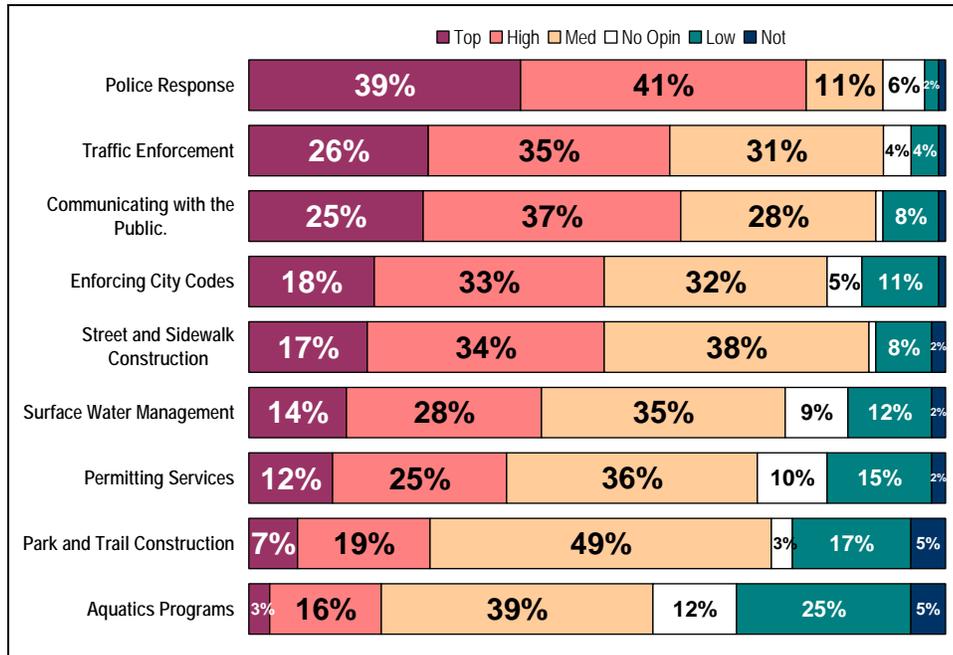
Question 6: Have you had any contact with a city agency or official in the last 12 months?



Question 7: If you were to give that person a letter grade for helpfulness and courtesy, what grade would you give him or her: A for Excellent, B Good, C Satisfactory, D Unsatisfactory, F for Poor?

- ◆ **Most likely to have had contact were ages 55 – 64 (45% did) and those with household incomes of \$75,000 or more (40%).**

Police, Traffic, and Communication Top Priorities



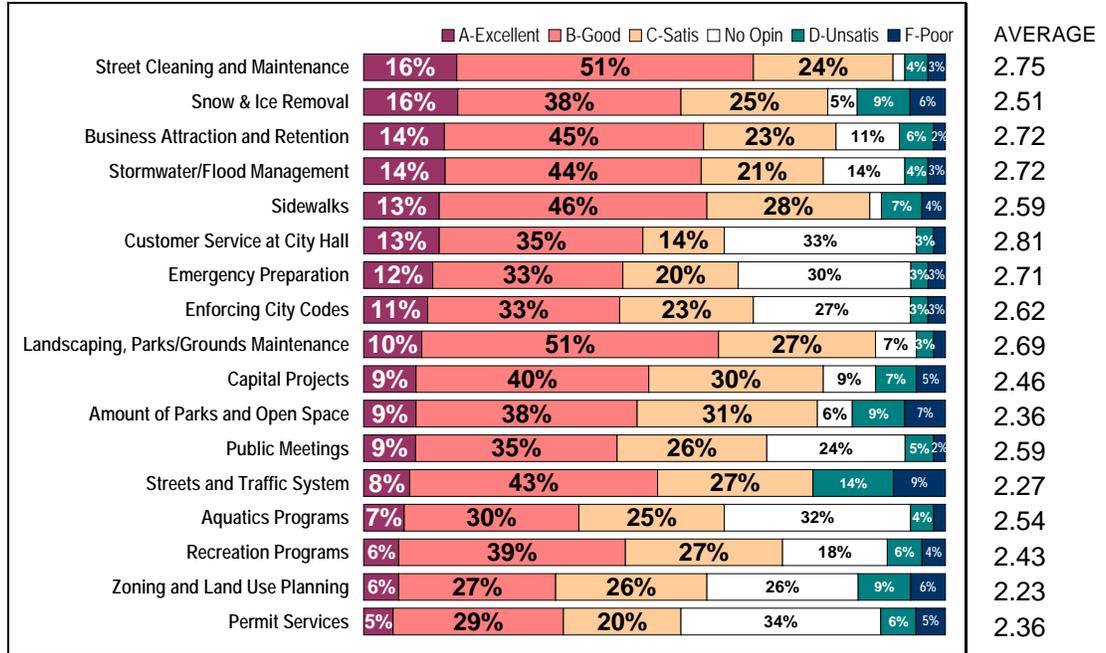
Question 8: Next I am going to read a list of areas of responsibility for Covington city government. I would like you to rate each one in terms of its priority for city government. As I read each item, tell me whether you think that should be a Top Priority for Covington City Government, A High Priority, Medium, Low or that should Not be a priority for Covington City Government. The first one is...?

◆ **There was a variety of demographic differences:**

- Those under age 45 were more concerned with street and sidewalk construction (20% gave it a “top” rating, vs. 11% of those older.)
- Women were more likely than men to give “top” ratings to “enforcing city codes (22% vs. 13%).
- Surface water was particularly not a top priority for those 65+ (only 7% said “top,” compared to 16% of those younger.)
- Traffic enforcement was more of a priority with lower income groups:
 - 39% with under \$50,000 in income said “top,” vs.
 - 27% with \$50,000 to \$75,000 and
 - 14% with \$75,000 or more.
- Concern with police response also went down with income, from
 - 50% of those with under \$50,000 calling it a “top” priority, to
 - 42% with \$50,000 - \$75,000 and
 - 25% with \$75,000 or more.

◆ **Not surprisingly, those who paid at least some attention to city government more often named communication as a "top" priority (29%, compared to 19% who paid not much/no attention.)**

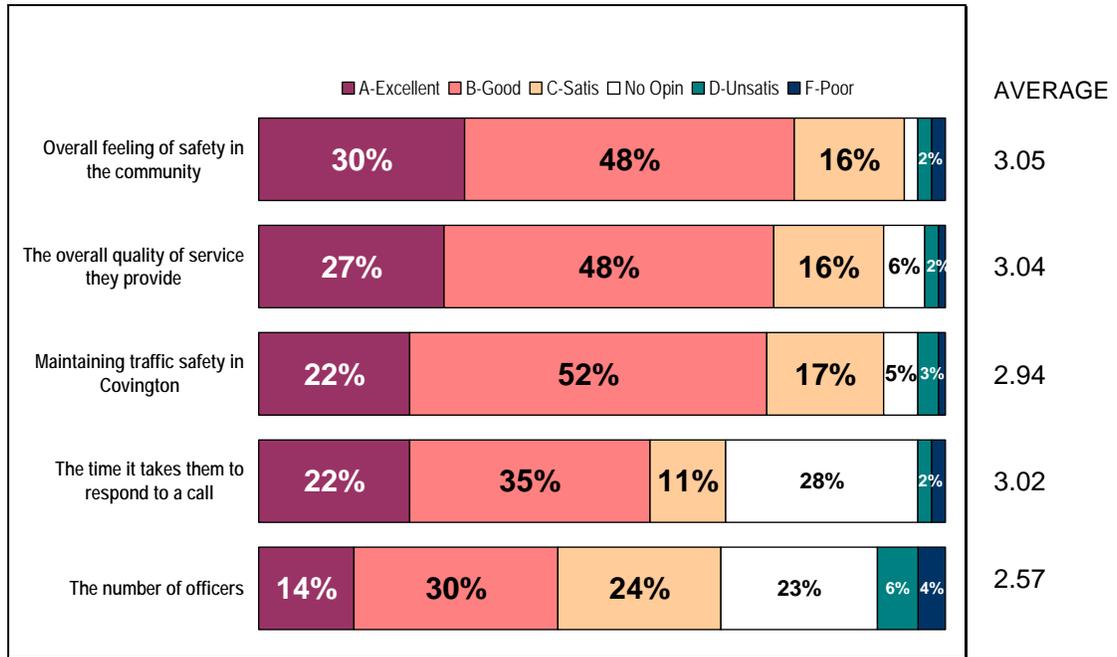
"B-" to "C" Averages Earned by Most Services if Grade Given; Many Not Sure How to Grade



Question 9: Now let's talk about some *specific* areas that Covington City Government operates using tax dollars. As we did before I'd like you to give Covington City Government a letter grade for each area: **A** for Excellent, **B** for Good, **C** for Satisfactory, **D** for Unsatisfactory, **F** for poor. What grade would you give the city for...?

- ◆ **The services with the highest proportions of "A" grades were "street cleaning/maintenance" and "street cleanings/snow removal):**
 - 16% gave an "A" for each, with 95% or more able to rate them.
- ◆ **The highest average was given to Customer Service at City Hall:**
 - It was 2.8 on the 4-point scale, among those giving a rating.
- ◆ **The most bad grades (D and F) went to "Streets and Traffic System:"**
 - 14% gave it a "D," and 9% an "F," with the average 2.3, or "C."
- ◆ **The youngest respondents were least likely to know enough to give grades.** For example:
 - 53% could not grade customer service at city hall,
 - 50% said the same about permit services.
 - 43% about enforcing city codes.
 - 40% about public meetings.
 - 37% about zoning land use.
 - 37% about police response time.

Most Police Services Graded "B"



Question 10: Let's talk specifically about police services in Covington. Using the letter grades as before, what grade would you give police services in Covington for...?

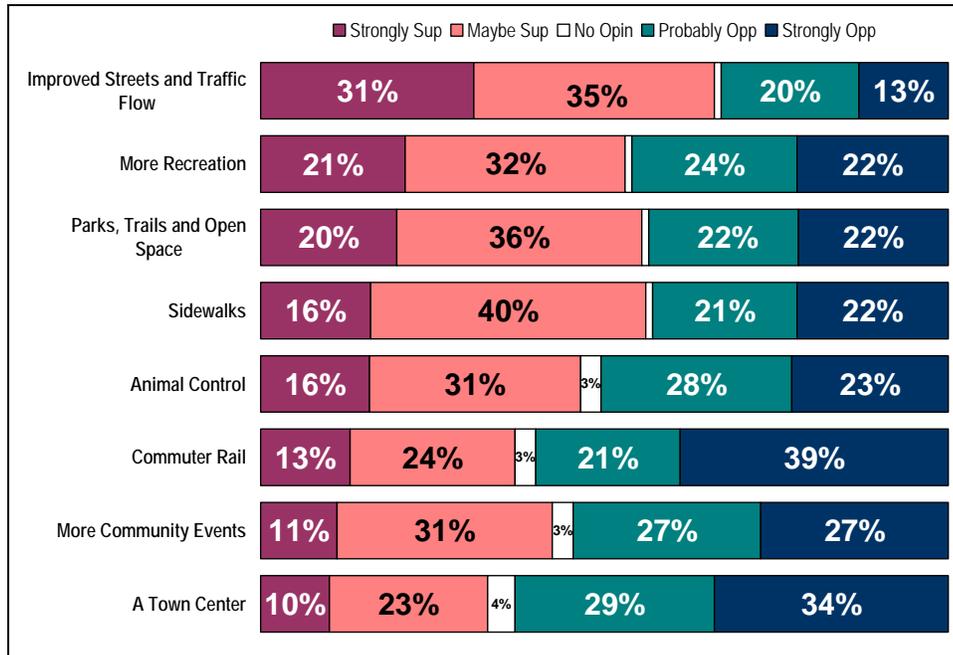
◆ **Those who had rated the "overall quality of life" in Covington highly (8 to 10) gave better grades to some police services:**

- 40% gave the "overall feeling of safety" an "A," vs. 18% of those who rated the quality of life lower, and
- 38% gave the overall quality of police service an "A," vs. 14%.

◆ **Again, lack of knowledge was centered on those younger:**

- 33% of those under 55 did not know enough to grade response time, compared to
- 22% of those 55 or older.
- However, all ages were equally likely to have no opinion about the number of officers.

Tax Support Strongest for Streets & Traffic



Question 11: Now I am going to read a list of things that some people have said they would like Covington city government to do. Of course, all city services cost money. So as I read this list, please tell me how willing you would be – if at all – to support an increase in taxes to maintain, improve or provide that service. Tell me if you would be Strongly Inclined to support, Maybe Inclined to support, Probably Inclined to Oppose or Strongly Inclined to Oppose?

◆ **Most likely to strongly support streets/traffic were:**

- Those with children living at home (40%) and
- Those with incomes between \$50,000 and \$75,000 (42%).

◆ **Support for commuter rail went down with age:**

21% of those under age 45 strongly supported commuter rail, vs. 12% of 45-54 year olds, 9% of those 55-64, and 6% 65+.

◆ **Considering all the proposals together:**

34% of respondents opposed almost all of the proposals, 25% supported all or almost all, and 41% said "maybe," or a mix of support and "opposed" responses.

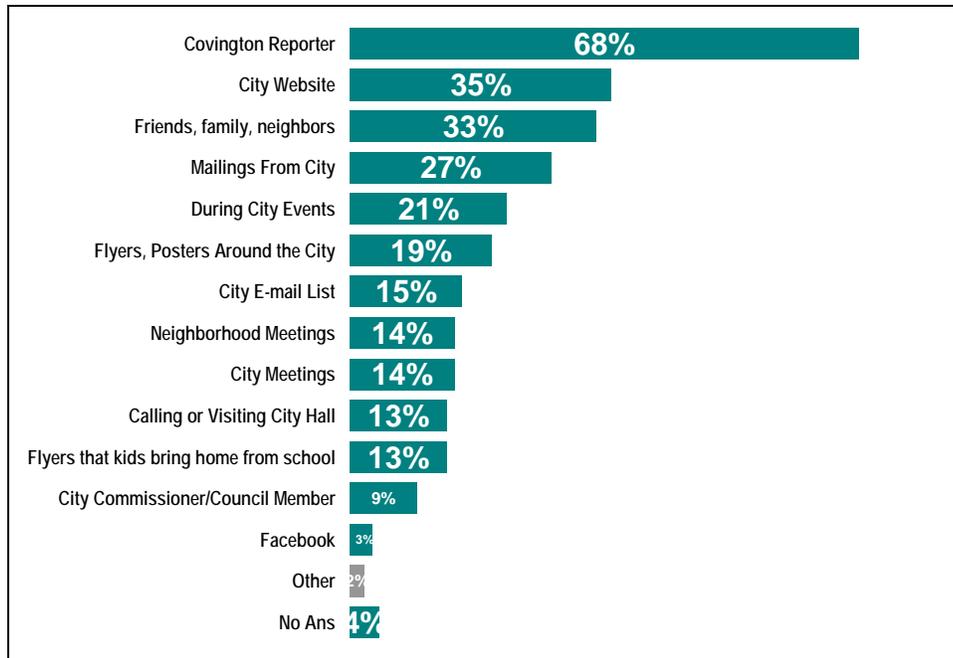
◆ **Those age 65+ were most often opposed:**

57% of this age group always or almost always were opposed, vs. 24% of those younger.

◆ **Those with children still at home were most supportive of all:**

30% always or almost always were supportive, vs. 20%. 27% were always or almost always opposed, vs. 41%.

The Covington Reporter Dominated Information Sources



Question 12: In terms of keeping citizens informed about what is happening in city government -- How good a job do you think the City of Covington does at that? Would you say...?
 Question 13: We are interested in how people get information about City Government here in Covington. Which of the following have been useful to you to learn about city government?

◆ **Usefulness of the Covington Reporter went up with income:**

78% of those with incomes of \$75,000+ named the Reporter, vs. 73% earning between \$50,000 and \$75,000, and 60% with under \$50,000.

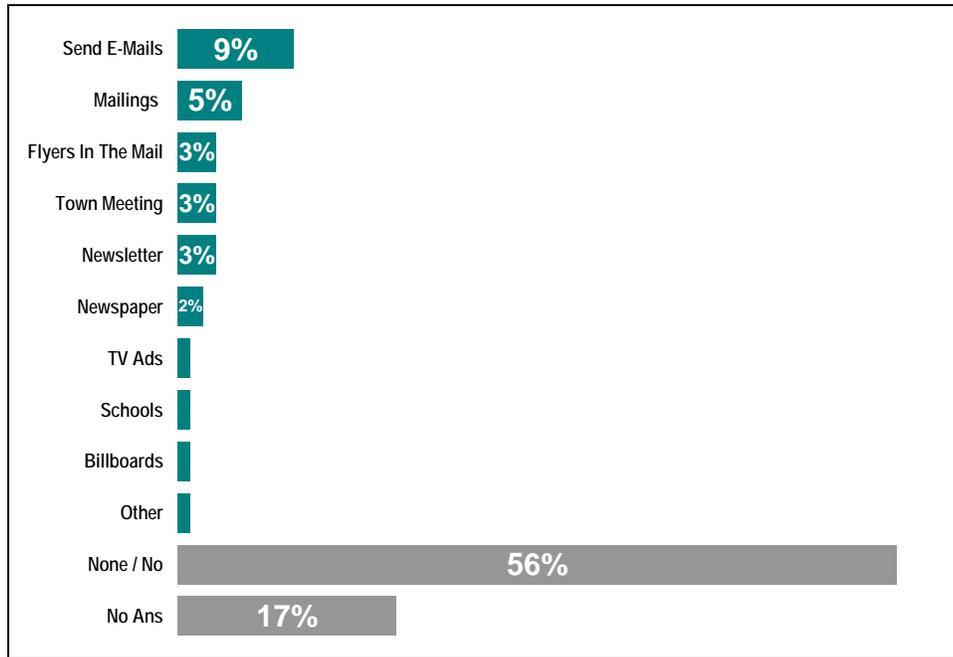
◆ **Usefulness of the web site went down with age:**

46% of the youngest (under age 45) found the web-site useful, vs. 38% of 45 – 54 year olds, and 12% of those age 65 or older.

◆ **Respondents who said that they paid at least some attention to city government were more likely than others to find several sources of information useful, including:**

- Meetings (21%, vs. 6% of those not paying much attention),
- E-mail (20% vs. 10%),
- Mailings (17% vs. 9%),
- Neighborhood meetings (17% vs. 9%), and
- The City Commissioner/Council (13% vs. 4%).

Most Could Not Think of Other Information Sources

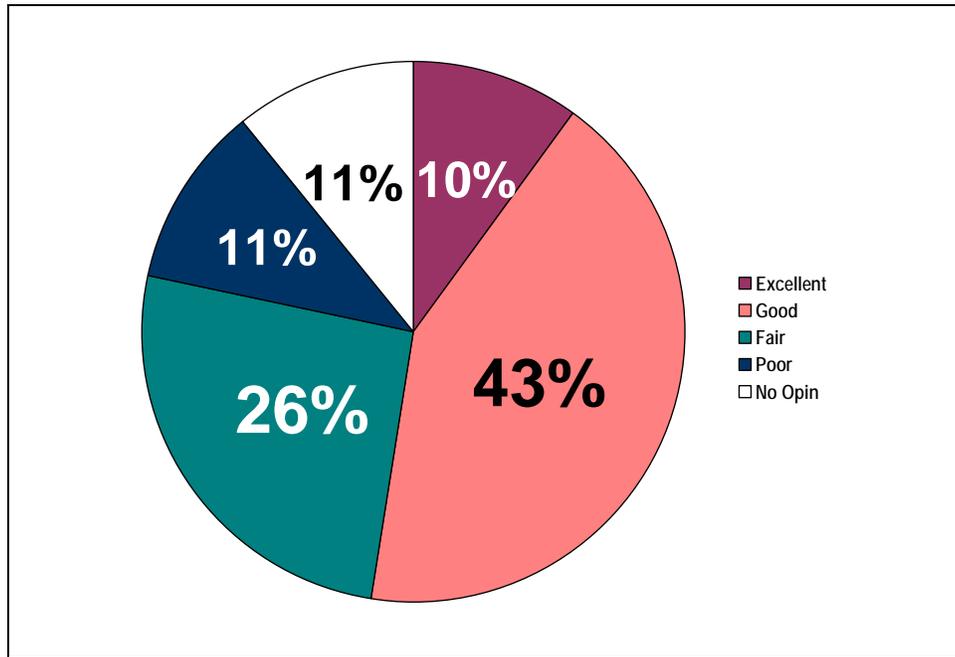


Question 14: Are there any other ways you think the City can use to communicate with our residents that we aren't already doing? [IF YES] What would those ways be?

◆ **E-mails showed the most variation, being desired more by:**

- Those with the highest incomes
18% of those with incomes of \$75,000+ vs.
9% with middle incomes and
1% with less than \$50,000,
- Men:
14%, compared to
5% of women, and
- Those with children in the household (12% vs. 5% without children).

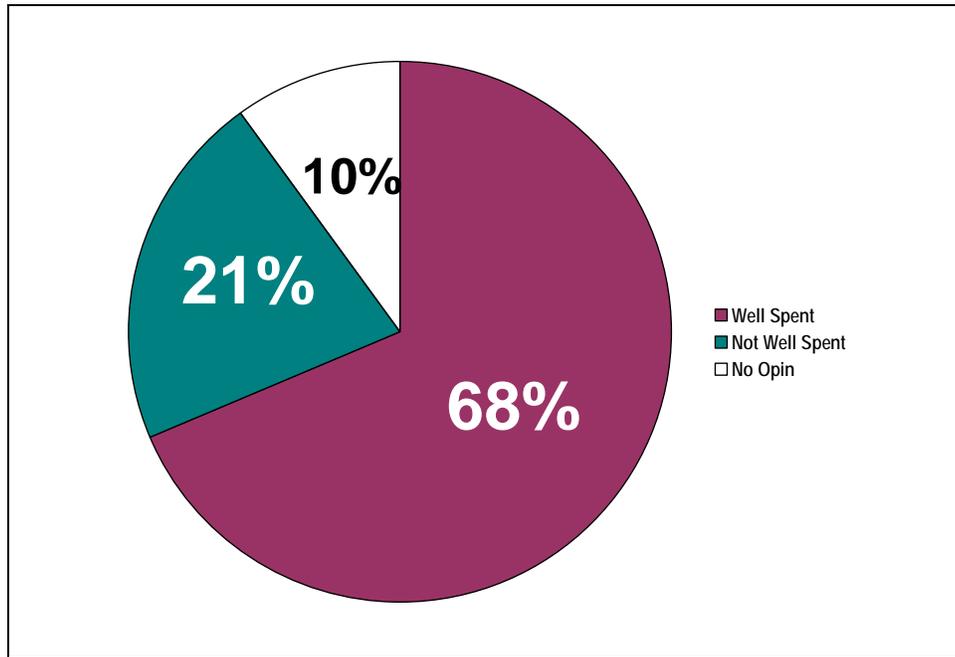
Most Think Opportunity to Be Involved Good+



Question 15: How would you rate the city's performance in providing residents the opportunity to be involved in decisions that affect city government? How good a job do you think the City of Covington does at that? Would you say...?

- ◆ **Those with the highest impressions of Covington's overall quality of life (8 to 10 on the 10-point scale) were most likely to think more highly of the opportunity to be involved:**
 - 63% said that it was good or excellent, vs.
 - 40% of those who rated the quality of life lower.
- ◆ **Interestingly, responses did not vary according to how informed the respondent felt.**
- ◆ **There were no demographic variations.**

Over 2 in 3 Think Their Local Tax \$ Well Spent



Question 16: Finally, thinking now about all the things we have talked about, as a citizen of Covington, do you think that your tax dollars are being well spent here? Or not?

◆ **Most likely to say "well spent" were:**

- Those who rated the overall quality of life an 8 to 10:
81% did, compared to
54% who rated it 7 or below
- Those with children:
73%, compared to
63% with no children at home.

DISCUSSION

The City of Covington is thought by its residents to be a safe, family-friendly place to live. Very few residents are dissatisfied with the city, and two in three survey respondents said that their city tax dollars are well spent by the city government.

Just over half of these respondents said they paid attention to city government and just one-third had had any direct contact with it. However, more than half said that the city does a good job of providing them with opportunities to be involved and more than half said the city does a good job keeping them informed. Only about a quarter could think of any other way city government could communicate with them.

Of those who did have direct contact with city government, most had a good experience: nearly three-quarters graded their experience an “A” (39%) or a “B” (34%).

Traffic is clearly on the minds of Covington residents. “Streets and traffic system” ranked 13th on a list of 17 city services graded by survey respondents. Of all the services graded, “street and traffic system” received the most “D” and “F” grades. “Traffic enforcement” was ranked as the #2 priority for city government. And “improved streets and traffic flow” garnered the highest level of potential support among eight city improvements that would require a tax increase.

The police department was a particular focus of these citizens. Most respondents said they feel safe in Covington and rate the overall quality of police service quite high, and they clearly want to keep it that way. Police response time was graded a solid “B” (although it had the highest number of people who could not answer at 28%), and was rated as the top priority for city government.

Overall satisfaction with Covington city government is quite good – particularly among those who have contact with the city. An obvious challenge is increasing citizen awareness of city government and its services. Many city services were unknown to a quarter or more of these respondents.

APPENDIX

Agenda Item 3
Covington City Council Meeting
Date: March 26, 2013

SUBJECT: UPDATE ON COVINGTON AQUATIC CENTER RENOVATION

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Conceptual Design Documents

PREPARED BY: Ethan Newton, Aquatics Supervisor

EXPLANATION:

During 2012 the City received a grant for renovating the Covington Aquatic Center from the Washington State Department of Commerce as part of the 2012 Jobs Now Act. The scope of work for this project includes improvements to the outdoor plaza, roof, exterior paint, and rental room. This update shall brief the Council on the status of the project as it is nearing the completion of the design phase and will soon be entering the construction phase.

ALTERNATIVES:

This is a discussion item only for which no alternatives are provided.

FISCAL IMPACT:

This is a discussion item only for which no financial impact is provided.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

PROVIDE INPUT TO STAFF

REVIEWED BY: Parks and Recreation Director, City Manager

Project Description

This is a renovation project at the Covington Aquatic Center that includes improvements to the outdoor plaza, roof, exterior paint, and rental room.

Schedule**2012**

October: Hire Project/Construction Manager (completed)

October: Refine project scope (completed)

October: RFQ for architectural services (completed)

November: Interview and select architect (completed)

December: Enter into agreement with architect (completed)

2013

January: Meet with architect to review preliminary conceptual designs (completed)

February: Architect provides conceptual design (completed)

March: Update City Council on project

March-May: Design development

May-June: Bidding, City Council approval, notice to proceed, and contractor submittals

July-September: Construction

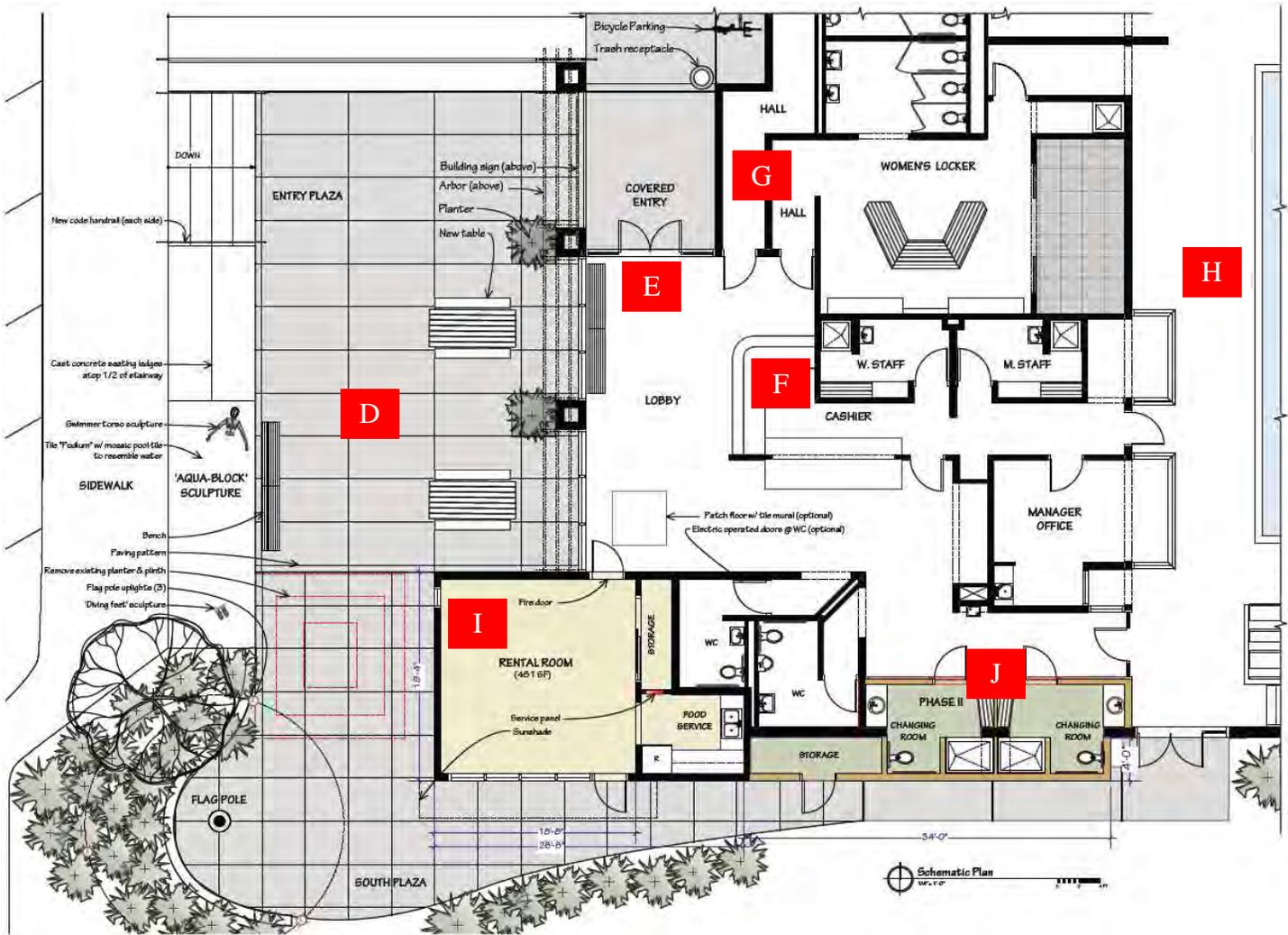
September-October: Flag raising

Budget

Line Item	State Grant	Parks Fund	Total
Architectural & Engineering	\$38,800	-	\$38,800
Construction	\$334,800	-	\$334,800
Construction Management	\$14,400	-	\$14,400
Project Management	-	\$17,000	\$17,000
Total	\$388,000	\$17,000	\$405,000



- A: Plaza area and west facing side of building
- B: Site of new rental room
- C: South facing side of the building (faces 240th St)



D: Plaza area

E: Main entrance

F: Front desk

G: Entryway to public locker rooms

H: Natatorium (pool area)

I: Rental room (new)

J: Family changing rooms (future project)

SUBJECT: DISCUSSION ON AQUATICS AND FIELD USE FEES

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENTS:

1. 8/30/12 email containing the Kent School District fee waiver request and the Parks and Recreation Department's initial analysis
2. Reciprocal Use Agreement

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

In 2010 the city council changed the process for setting aquatics and recreation fees, switching from the council setting fees by resolution to the city manager setting the fees. At that time we also established goals and criteria for setting aquatics fees and a 70% cost recovery target. Since then participation has increased from 81,600 to over 92,000 customer visits and cost recovery has increased from 59% to an estimated 72%, exceeding the original target.

Now, after a few years of experience with the new process, and due to a request from the Kent School District to waive fees for the youth swim and dive teams, and due to the need to establish field use fees, it is time to review the city's recreation fee goals and policies and provide updated guidance for the staff and city manager to use when setting the 2013 aquatics and field use fees.

In 2010 the goals were to:

- Increase revenues
- Increase participation
- Improve the fee structure
- Create a process for future fee updates.

Our experience over the last few years has shown us that these goals can conflict with each other at times. For example, if we focused strictly on maximizing revenue we would cut popular drop-in programs such as open and family swims in favor of high cost recovery programs such as private swimming lessons. Currently we pursue a balanced approach to provide a wide variety of programs for a wide variety of users and aim to optimize increased revenues with increased participation.

The factors we have used when setting the fees include:

- Operating costs (staff, supplies, minor repairs and upgrades)
- Capital costs (major repairs and upgrades)
- Annual inflation
- Market demand
- Competition/comparable facilities
- Residency

In the future, the following factors could also be used in addition to or in lieu of the above:

- Broad public benefit compared to individual benefit (e.g. Covington Days and trail systems have broad public benefit with no cost recovery and private swimming lessons have individual benefit with high cost recovery)
- Affordability for various groups (youth and adult, household income, price/customer elasticity)
- Peak load pricing (e.g. higher rates during periods of high demand, lower rates during periods of low demand)
- Economic benefit (e.g. from tournaments)
- Community values (drawn from mission and vision statement, PROS Plan, Comp Plan, surveys, commissions, etc.)
- Balance the goals of program availability and affordability within the constraints of budget allocations, market economics, and cost recovery goals
- Cost recovery goals per each program or averaged across the board
- Facility capacity
- Facility wear and tear
- Reduce barriers to participation or optimize utilization and revenue generation of existing facilities

At this time staff seeks input from council regarding community values and priorities to guide staff in establishing and updating aquatic and field use fees, which will be set by the city manager in June. If necessary, staff will provide options and impacts for further discussion in April and May.

In addition, the city manager seeks specific direction from the council regarding the KSD request. Staff will provide options and impacts in May. KSD has agreed to pay current 2012-13 fees during the city's decision making process.

ALTERNATIVES:

This is a discussion item only for which no alternatives are provided.

FISCAL IMPACT:

This is a discussion item only for which no financial impact is provided.

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___Motion X Other

PROVIDE INPUT TO STAFF

REVIEWED BY: Parks and Recreation Director, City Manager

Derek Matheson

From: Scott Thomas
Sent: Thursday, August 30, 2012 3:29 PM
To: Derek Matheson
Cc: Ethan Newton
Subject: Kent Schools Fee Waiver Request
Attachments: KSD-Covington Reciprocal Use Contract.pdf

Derek –

Dave Lutes, Director of Athletics, Activities & Facility Use for the Kent School District has requested that Covington waive fees for their use of the Covington Aquatic Center (see below) based on our Joint Use Agreement with the district (agreement attached). Staff recommends that we don't waive the fees. As our municipal code calls for the City Manager to set fees (8.40.040), we are providing our recommendation and reasoning to you. Please let me know what you decide and we will convey that to Dave Lutes or prepare a response for you to convey to Dave. Please let me know if you have any questions or would like us to take additional actions.

Here's Dave's request:

I am responding to your email... regarding an increase in pool rental fees for use of the Covington pool by Kentlake HS. You are probably aware that the City of Covington and Kent School District have a contractual agreement for the reciprocal use of each other's facilities that began in 1999. If you are unaware of this, I have attached a copy for your review.

It appears to me that the City of Covington is the owner and operator of the Covington Aquatic Center. If this is true, I am questioning why Kentlake HS is charged \$72/hour for the use of a Covington facility as per the reciprocal use contract? I am sure the City of Covington would not want the Kent School District to begin charging for the use of our indoor gyms and outdoor fields at eight different schools that are used year round by the City of Covington subcontracted Covington Community Sports recreation providers. In my opinion, charges by either Covington or KSD is not defined in the contract and defeats the purpose of a reciprocal agreement. It is also my opinion that there needs to be some balance to the equation. As of now, it is totally one-sided towards Covington.

Ethan, I am requesting the pool rental fee for Kentlake High School be waived as per the reciprocal use agreement between the City of Covington and Kent School District. I am sure you will need to discuss this with your supervisors so I have cc'd them so they are informed when you touch base with them.

Our reason for denying the request is based upon the following:

- 1) The joint use agreement does not preclude charging facility use fees. Rather, it calls for "...the best service with the least possible expenditure of public funds...." (4th Whereas) Currently and historically the city and the district have charged each other some fees for some uses. For example, we pay for a janitor to be on site when we use Cedar Heights Middle School on the weekend for the Covington Days Art Show. They don't normally have a janitor on duty so we bear the extra cost they incur to have a janitor on site.
- 2) Free use of fields and gyms by Covington Community Sports is not equivalent to free use of the pool. Per the agreement, KSD makes fields and gyms available when they "...are not needed for the conduct of school programs." Even when CCS has a reserved field or gym, they can and do get cancelled on short notice in favor of district activities, for example cheerleading practice and PTSA meetings. In the

case of PTSA meetings, it's not even a direct conflict for using the field; it's due to a shortage of parking. CCS gets the "left-over" time. KSD is using prime time at the pool, time that would otherwise be used for city programs that generate revenue. The equivalent "left-over" time, when we are not already programming the pool for our own programs, would be 9PM – 5:30AM.

- 3) We can't afford to waive the fees. The Aquatic Center is under constant threat of being eliminated as a city service and operates with the expectation of recovering as much of its costs through user fees as possible. If we waive the fees our cost recovery percentage will decrease, a contradiction to our focused efforts to increase cost recovery. The lost revenue impact would be about \$26,000. Kent and Tahoma schools each pay about \$13,000 for pool time. Due to our lease agreement with TSD, we expect that they would demand to have the same deal as KSD.
- 4) The fees are reasonable.
 - a) We already discount the fee. We charge less than what KSD pays to use the Lindberg pool (\$72/hr compared to \$90/hr)
 - b) We currently forgo higher revenues that we could receive from other programs. The normal time that the high school swim teams use pool is used is 2:30 - 5:30PM. This is prime pool time that could be scheduled for a number of youth aquatic activities, such as swimming lessons, club swim teams, water polo teams and after-school aquatic recreation programs. These other activities would all produce similar or greater revenue. For example, we charge KSD about 75% of what we charge Raise the Bar, and swimming lessons are our highest cost recovery program.

Other Considerations

- This issue may impact our attempt to complete the right of first refusal agreement for Covington Elementary.
- KSD may begin charging CCS for gym and field use
- KSD may begin charging the city for use of Kentwood sports field for the summer concert series. This would impact us for one year or less as we will move to Covington Community Park no later than July 2014.

Actions

1. Do you agree with our recommendation or do you want to make a different recommendation?
2. Do you want the response to Dave to come from you, or me, or Ethan? The request was made to Ethan as the Aquatics Supervisor but you have the fee setting authority.
3. Dave cc'd a long list of people in his request. Shall we notify all the cc's when we respond?
 - Mayor Harto
 - Dr. Stedry, KSD Chief Business Officer
 - Merri Rieger, KSD Chief Student Achievement Officer
 - Joe Potts, Kentlake Principal
 - Bruce Rick, Kentlake Assistant Principal

Thanks Derek.

Scott Thomas

Director

Covington Parks and Recreation

16720 SE 271st Street, #100

Covington, WA 98042-7342

**AGREEMENT BETWEEN KENT SCHOOL DISTRICT NO. 415
AND THE CITY OF COVINGTON**

This Agreement is made and entered into this 20th day of January, ¹⁹⁹⁹~~1998~~, by and between the Kent School District No. 415 of the State of Washington, hereinafter called "District," and the City of Covington, a municipal corporation, hereinafter called "City."

W I T N E S S E T H

Whereas the governing bodies of the City and District are mutually interested in an adequate program of community recreation under the auspices of the City; and

Whereas said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for adequate programs of community recreation; and

Whereas it is the City's intention to provide community recreation programs either through a City Parks and Recreation Department which may be created in part for that purpose, or by contract with the Covington Community Center; and

Whereas in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

Whereas a joint use concept can provide for the maintenance and operation of existing fields and buildings for their better utilization by both parties; and

Whereas a joint use agreement would allow and encourage the City and District to work together in planning, developing and building facilities for joint use.

NOW THEREFORE,

In consideration of this premise, the City and District do now agree to cooperate with each other in carrying out the above purposes, and to that end do agree as follows:

Section 1. The District will make available to the City for community recreational activities all school facilities which are not needed for the conduct of school programs and which are suitable for community recreation activities, except for those District properties which are not presently developed and those District properties which have been, or will be, developed by non-District personnel or organizations. However, the District may at its

discretion elect from time to time to make available to the City these undeveloped properties and properties developed by non-district personnel or organizations. All requests for use of District facilities shall be made in writing by the designated representative of the City, or its designated sub-contractor, and will be subject to the approval of the Superintendent of Schools or the designated representative of the District.

Section 2. The City will make available to the District for school events, activities, and/or programs all City facilities which are not needed for the conduct of City programs and which are suitable for said events, activities or programs. All requests for use of City facilities shall be made in writing by the Superintendent of Schools or his designated representative, and shall be subject to the approval of the designated representative of the City.

Section 3. The use of selected school facilities shall be in accordance with the regular procedures of the district in granting permits for use of school facilities as provided for by the laws of the State of Washington and the rules and regulations of the School Board.

Section 4. The City shall tender requests to use District facilities in advance of the desired dates. The usage shall be proposed so as to avoid conflict between District and City use. In scheduling use of the facilities, District events and programs shall have first priority, City recreational programs shall have second priority, and any other events by other groups or agencies shall have third priority. the Kent School District may schedule, at their discretion, a minimal number of third priority users in an effort to accommodate different community groups. Approved requests shall specify times and dates in a manner that will make it possible for the District to schedule groups and agencies with third priority.

Section 5. The District shall tender requests to use City facilities in advance of the desired dates. The usage shall be proposed so as to avoid conflict between District and City use. In scheduling use of the facilities, City activities shall have first priority, District events and programs shall have second priority and any other events by other groups or agencies shall have third priority. Requests for usage shall specify times and dates in a manner that will make it possible for the City to schedule groups or agencies that have third priority.

Section 6. The City agrees to provide, either through its representative agency or its designated sub-contractor, adequate personnel to supervise the recreation activities which take place at the approved areas or facilities. The personnel employed by the City's subcontractor shall be under the supervision of said subcontractor and subject to a contract with the City which incorporates the requirements of this Agreement. The District will advise in the planning and administering of a recreation program to be conducted by the City on or in District facilities.

Section 7. It is recognized that school properties and facilities are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the recreational

needs and opportunities of such individuals will be well provided for and adequately protected.

Section 8. In the event of any dispute or difference arising as a result of the City program being conducted on the sites jointly used and selected as above outlined, or as to the use of a District facility, said dispute or difference shall be brought to the attention of the Manager of the City and the Superintendent of Schools (hereinafter called "Superintendent") or their designees.

Section 9. The City will ensure that an adequate supply of all expendable materials necessary to conduct a City sponsored community recreation program is provided unless otherwise agreed.

Section 10. The cost of maintaining any areas improved by the City shall be borne by the City, except that to the extent that the District utilizes such areas, it shall contribute an amount equal to the maintenance costs multiplied by the ratio that the District's time use bears to the total time available for use of the facility.

Section 11. This Agreement may be terminated by either party by written notice given to the other party within 90 days of the intended termination date; provided however, that in the event a City recreation program is in progress at the time the City receives written notice of the District's intent to terminate, termination shall not be effective until after the program is completed, irrespective of the program's completion date. For a program to be deemed to be in progress, it must have been approved by the District.

Section 12. The City and its designated subcontractor shall maintain a policy of commercial general liability which shall include athletic participant liability protections which shall indemnify the District, its elected and appointed officials, its employees and agents against any and all claims, suits and actions arising out of or in connection with the use of the District's facilities or property or both pursuant to this agreement. The policy limits shall be no less than \$10,000,000 combined limit for liability and umbrella each occurrence. The policy shall contain a provision which requires the carrier to provide notice to the District at least 30 days prior to cancellation or amendment of the policy.

Section 13. The District shall maintain a policy of commercial general liability which shall include athletic participant liability protections which shall indemnify the City, its elected and appointed officials, its employees and agents against any and all claims, suits and actions arising out of or in connection with the use of the City's facilities or property or both pursuant to this agreement. The policy limits shall be no less than \$5,000,000 for each occurrence. The policy shall contain a provision which requires the carrier to provide notice to the City at least 30 days prior to cancellation or amendment of the policy. The City, its elected and appointed officials, its employees and agents shall be named as additional insureds.

Section 14. Each party shall hold the other harmless from any and all claims, actions, damages or payments arising from or out of the use by one party, or its' agents, of the real property, facilities or personal property of the other in connection with this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

KENT SCHOOL DISTRICT NO. 415

CITY OF COVINGTON

By: Susan Folmer
Board President

By: Pat Peters
City Manager

Attest: James D. Hager
Board Secretary

Attest: Bill O'Donnell
City Clerk

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

April 9 , 2013 – City Council Special & Regular Meeting

(Draft Agenda Attached)

Draft

as of 03/21/13

Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL SPECIAL & REGULAR MEETING AGENDA
www.covingtonwa.gov



Tuesday, April 9, 2013
7:00 p.m.

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

Council will interview Arts Commission applicants beginning at 5:40 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER – approximately 7:00 p.m.

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment is not intended for conversation or debate. Comments shall be limited to no more than four minutes per person and no more than ten minutes per group. If additional time is needed the city shall be notified in advance and background information shall be submitted in writing regarding the topic that will be addressed. The city reserves the right to deny any request, based on time constraints. Individuals may petition the City Clerk or the City Manager to appear on the agenda of a future study session as time allows for up to 15 minutes to address the council on specific issues or requests.**

APPROVE CONSENT AGENDA

C-1. Minutes: March 26, 2013 Special & Regular Meeting Minutes (Scott)

C-2. Vouchers (Hendrickson)

C-3. Authorize Surplus Vehicles (Junkin)

PUBLIC HEARING

1. Receive Comments from the Public and Consider Ordinance Creating Transportation Benefit District (Hendrickson)

CONTINUED BUSINESS

2. Consider Solid Waste Contract with Republic Services (Akramoff)

NEW BUSINESS

3. Discuss Covington Community Park Fencing (Akramoff)

4. Landscape Maintenance Agreement for Covington Community Park (Junkin)

5. Preliminary Public Education Plan re Transportation Benefit District (Slate)

COUNCIL/STAFF COMMENTS - Future Agenda Topics

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

EXECUTIVE SESSION – If Needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at 253-480-2400 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial 253-480-2400.