

Covington: Unmatched quality of life

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



Tuesday, June 28, 2011
7:00 p.m.

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

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Parks & Recreation Month Proclamation – July 2011 (Liz Fast)
- WellCity Award (Victoria Throm)

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 shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.**

APPROVE CONSENT AGENDA

C-1. Approval of Vouchers (Hendrickson)

C-2. Approve MacLeod Reckord Contract Amendment for Scope Changes in Park Design
Review for Covington Community Park (Thomas)

REPORTS OF COMMISSIONS

- Arts Chair Sandy Bisordi: June 9 Meeting.
- Parks & Recreation Vice Chair Liz Fast: June 15 Meeting.
- Planning Chair Sean Smith: June 2 and June 16 Meetings.
- Human Services Chair Haris Ahmad: June 9 Meeting.
- Economic Development Co-Chair Hugh Kodama: June 23 Meeting; May meeting canceled.

NEW BUSINESS

1. Approve Electric Lightwave Franchise Renewal (Akramoff)
2. Police Citizen Volunteer Program Discussion (Klason)
3. Adopt Agreement with South Correctional Entity (SCORE) for Jail Services (Klason)
4. Discuss Selection of Citizen and Honorary Citizen of the Year (Slate)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics
- AWC Annual Conference Report (Mhoon)

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) 638-1110 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) 638-1110.

Consent Agenda Item C-1

Covington City Council Meeting

Date: June 28, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #25455-25516, in the Amount of \$1,467,070.88, Dated June 14, 2011; and Paylocity Payroll Checks #1000044943-1000044964, Inclusive, Plus Employee Direct Deposits in the Amount of \$136,445.77.

PREPARED BY: Sharon Scott, 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 #25455-25516, in the Amount of \$1,467,070.88, Dated June 14, 2011; and Paylocity Payroll Checks #1000044943-1000044964, Inclusive, Plus Employee Direct Deposits in the Amount of \$136,445.77.

June 14, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25455 Through Check # 25516

In the Amount of \$1,467,070.88

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 _____

			<u>Check Amount</u>
Check No: 25455	Check Date: 06/14/2011		
Vendor: 0683	Abaco Pacific		
0683-6	LU09-0012/2118; services, 5/3-6/4/11	06/14/2011	1,771.88
			Check Total:
			1,771.88
Check No: 25456	Check Date: 06/14/2011		
Vendor: 0206	AFLAC		
677417	Insurance premiums; June	06/14/2011	433.17
			Check Total:
			433.17
Check No: 25457	Check Date: 06/14/2011		
Vendor: 0463	Allied Waste Services		
0176-00312	Aquatics; disposal, 5/1-5/31/11	06/14/2011	227.71
0176-00312	Maint shop; disposal, 5/1-5/31/11	06/14/2011	221.69
0176-00312	Maint shop; disposal, 5/1-5/31/11	06/14/2011	110.85
0176-00312	Maint shop; disposal, 5/1-5/31/11	06/14/2011	221.70
			Check Total:
			781.95
Check No: 25458	Check Date: 06/14/2011		
Vendor: 0499	Bank of America		
1030-6	Maint shop; pressure washer attachment	06/14/2011	281.93
1030-6	Maint shop; pressure washer attachment	06/14/2011	140.96
1030-6	Junkin; Emcy Management Conf, parking	06/14/2011	20.00
3692-6	Parker; WFOA excise tax training	06/15/2011	50.00
3544-6	Matheson; Chamber luncheon meeting	06/14/2011	15.00
9115-6	Hendrickson; PSFOA training	06/14/2011	25.00
9115-6	Aquatics; tablecover rolls	06/14/2011	104.19
9115-6	Patterson; WRPA conference, hotel	06/14/2011	146.16
9115-6	Patterson; WRPA conference, hotel	06/14/2011	48.72
9115-6	Newton; WRPA conference, hotel	06/14/2011	194.88
0446-6	Art Show; award ribbons, use tax	06/14/2011	-11.60
1030-6	Tree USA/Growth award signs, use tax	06/14/2011	-11.60
4935-6	APWA Maint Committee; lunch	06/14/2011	137.76
4935-6	Akramoff; AWP conference, registration	06/14/2011	312.50
4935-6	Akramoff; AWP conference, registration	06/14/2011	312.50
2959-6	Aquatics; screws	06/14/2011	4.34
2959-6	License for internal spam filter	06/14/2011	195.00
6540-6	Maint shop; paper dispenser, use tax	06/14/2011	-0.32
6540-6	Self locking cabinet lock; front desk	06/14/2011	16.05
6540-6	Maint shop; paper dispenser, use tax	06/14/2011	-0.64
6540-6	Maint shop; paper dispenser, use tax	06/14/2011	-0.64
3692-6	Dufflebag for Adopt-A-Street supplies	06/15/2011	17.10
3692-6	Dufflebag for Adopt-A-Street supplies	06/15/2011	17.10
3692-6	Human Services Planners; refreshments	06/15/2011	24.54
1346-6	Online survey services	06/14/2011	23.99
6540-6	Maint shop; paper dispenser	06/14/2011	8.13
6540-6	Maint shop; paper dispenser	06/14/2011	8.13
1030-6	Maint shop; pressure washer attachment	06/14/2011	281.93
6540-6	Mhoon; AWC conference, registration	06/14/2011	300.00
6540-6	City pencils, use tax	06/14/2011	-12.04
1030-6	Tree USA/Growth award signs	06/14/2011	146.45
6540-6	Maint shop; paper dispenser	06/14/2011	4.06
6540-6	500 - City pencils	06/14/2011	152.04
6540-6	Self locking cabinet lock; use tax	06/14/2011	-1.27
8290-6	Hendrickson; GFOA conference, airfare	06/14/2011	394.80
0446-6	Art Show; award ribbons	06/14/2011	146.44
			Check Total:
			3,491.59
Check No: 25459	Check Date: 06/14/2011		
Vendor: 1676	Bravo Environmental		
530995	Street sweeping; 5/22/11	06/14/2011	1,031.70
			Check Total:
			1,031.70
Check No: 25460	Check Date: 06/14/2011		
Vendor: 1868	The Brickman Group Ltd, LLC		
5102731017	Cyrstal view; irrigation repairs	06/14/2011	597.30
720474	Parks; landscaping, June	06/14/2011	1,331.44

				<u>Check Amount</u>
720474	Streets; landscaping, June	06/14/2011		3,677.20
Check Total:				5,605.94
Check No: 25461	Check Date: 06/14/2011			
Vendor: 0657	Brothers Carpet Cleaning			
0657-6	City hall; carpet cleaning	06/14/2011		1,680.00
Check Total:				1,680.00
Check No: 25462	Check Date: 06/14/2011			
Vendor: 2136	Carbonic Systems, Inc.			
05026826	Aquatics; carbomizer rental	06/14/2011		59.73
Check Total:				59.73
Check No: 25463	Check Date: 06/14/2011			
Vendor: 1198	Cashmere Valley Bank			
131363-6	LID Interest Expense	06/14/2011		5,483.30
131363-6	LID Principal Payment	06/14/2011		51,339.83
Check Total:				56,823.13
Check No: 25464	Check Date: 06/14/2011			
Vendor: 0395	City of Buckley			
0395-6	Jail costs; May	06/14/2011		6,184.50
Check Total:				6,184.50
Check No: 25465	Check Date: 06/14/2011			
Vendor: 0906	Staci Cles			
11-30	Cles; 2011 flexible spending	06/14/2011		142.21
Check Total:				142.21
Check No: 25466	Check Date: 06/14/2011			
Vendor: 2098	Consolidated Electrical Dist.			
8073-69615	Aquatics; natatorium light bulbs	06/14/2011		16.10
Check Total:				16.10
Check No: 25467	Check Date: 06/14/2011			
Vendor: 0184	Cordi & Bejarano			
139/140	Public defender services; 4/22-5/20/11	06/14/2011		4,740.00
Check Total:				4,740.00
Check No: 25468	Check Date: 06/14/2011			
Vendor: 1189	Department of Commerce			
PWTF-90921	PWTF Principal Payment	06/14/2011		214,895.82
PWTF-90921	PWTF Interest Expense	06/14/2011		15,042.71
Check Total:				229,938.53
Check No: 25469	Check Date: 06/14/2011			
Vendor: 0310	Department of Information Serv			
2011050183	Exchange Enterprise CAL	06/14/2011		1,086.59
Check Total:				1,086.59
Check No: 25470	Check Date: 06/14/2011			
Vendor: 2091	Fastenal Company			
WAKNT61930	Safety containers for trucks	06/14/2011		14.12
WAKNT61930	Safety containers for trucks	06/14/2011		28.23
WAKNT61930	Safety containers for trucks	06/14/2011		28.23
WAKNT61817	Maint shop; supplies	06/14/2011		105.19
WAKNT61817	Maint shop; supplies	06/14/2011		210.37
WAKNT61817	Maint shop; supplies	06/14/2011		210.37
Check Total:				596.51
Check No: 25471	Check Date: 06/14/2011			
Vendor: 2213	Fleet Services			
26208476	Vehicle fuel	06/14/2011		2,271.34
Check Total:				2,271.34
Check No: 25472	Check Date: 06/14/2011			
Vendor: 0127	GFOA			
0127-6	Financial Statement submittal	06/14/2011		435.00
Check Total:				435.00
Check No: 25473	Check Date: 06/14/2011			
Vendor: 1733	The Good Earth Works, Inc.			
113641	File handles	06/14/2011		1.95
113640	Parts for weed eaters	06/14/2011		33.74

				<u>Check Amount</u>
113640	Parts for weedeaters	06/14/2011		67.46
113640	Parts for weedeaters	06/14/2011		67.46
113641	File handles	06/14/2011		3.91
113641	File handles	06/14/2011		3.91
Check Total:				178.43
Check No:	25474	Check Date:	06/14/2011	
Vendor:	2045	Goodbye Graffiti Seattle		
14177	Everclean program; June	06/14/2011		376.84
Check Total:				376.84
Check No:	25475	Check Date:	06/14/2011	
Vendor:	1658	Hertz Equipment Rental Corp.		
25552189-0	Rental; excavator, 5/5-5/27/11	06/14/2011		1,328.62
Check Total:				1,328.62
Check No:	25476	Check Date:	06/14/2011	
Vendor:	0867	Home Depot Credit Services		
1056280	Grass seed	06/14/2011		121.48
3076209	Jenkins Creek; chain, brush	06/14/2011		48.02
591927	Community park; fence stain, brush	06/14/2011		14.26
7019670	Community park; pallets	06/14/2011		276.93
7019788	Drain pipe	06/14/2011		54.16
6059190	Aquatics; lockbox, screw anchors	06/14/2011		34.70
6059190	Aquatics; hex wrench set	06/14/2011		11.77
2161776	Return; pallets	06/14/2011		-276.93
2161777	Return; pallets	06/14/2011		-228.06
9051071	City hall; lights	06/14/2011		27.88
6580497	Drainspade	06/14/2011		37.98
2161594	Maint shop; plywood	06/14/2011		49.96
2040942	Well plug/seal for Frontage Rd.	06/14/2011		8.01
2161594	Maint shop; plywood	06/14/2011		49.96
41185	Maint shop; soldering iron, sealant	06/14/2011		5.63
41185	Maint shop; soldering iron, sealant	06/14/2011		11.27
41185	Maint shop; soldering iron, sealant	06/14/2011		11.27
56478	Aquatics; coat hooks, fuses, screws	06/14/2011		42.43
4057596	Hand tamper	06/14/2011		28.20
4057596	Shovel/post hole handles, paper towels	06/14/2011		33.57
4018304	Nails	06/14/2011		4.85
3110543	Return; shovel handle	06/14/2011		-10.83
2161594	Maint shop; plywood	06/14/2011		24.98
2161594	Community park; pallets	06/14/2011		228.06
Check Total:				609.55
Check No:	25477	Check Date:	06/14/2011	
Vendor:	1722	Honey Bucket		
1-297658	Skate park; portable toilet, 6/5-7/4/11	06/14/2011		198.36
Check Total:				198.36
Check No:	25478	Check Date:	06/14/2011	
Vendor:	2235	Integrity Structural Engineeri		
1100102	Rainier Vista bridge; engineering, May	06/14/2011		1,419.61
Check Total:				1,419.61
Check No:	25479	Check Date:	06/14/2011	
Vendor:	1803	Iron Mountain		
DRV3508	Document storage to 6/30/11	06/14/2011		371.86
Check Total:				371.86
Check No:	25480	Check Date:	06/14/2011	
Vendor:	2234	Issaquah Honda Kubota		
99077	#3123; parts	06/14/2011		65.44
Check Total:				65.44
Check No:	25481	Check Date:	06/14/2011	
Vendor:	1404	iWorQ Systems		
3792	Work/SWM/Pavement Mngmt, 6/11-5/12	06/14/2011		2,100.00
3792	Work/SWM/Pavement Mngmt, 6/11-5/12	06/14/2011		2,100.00
Check Total:				4,200.00

				<u>Check Amount</u>
Check No: 25482	Check Date: 06/14/2011			
Vendor: 1701	Johnsons Home & Garden			
356277	Nuts, bolts and screws	06/14/2011		6.30
356610	Brass rods	06/14/2011		8.77
356091	Nuts, bolts and screws	06/14/2011		2.58
Check Total:				17.65
Check No: 25483	Check Date: 06/14/2011			
Vendor: 1258	King County Finance - GIS			
10-012I GI	GIS Express Program; Feb - March	06/14/2011		123.60
10-012I GI	GIS Express Program; Feb - March	06/14/2011		206.00
10-012I GI	GIS Express Program; Feb - March	06/14/2011		164.80
10-012I GI	GIS Express Program; Feb - March	06/14/2011		164.80
10-012J GI	GIS Express Program; April	06/14/2011		240.20
10-012J GI	GIS Express Program; April	06/14/2011		240.20
10-012J GI	GIS Express Program; April	06/14/2011		300.25
10-012J GI	GIS Express Program; April	06/14/2011		180.15
10-012J GI	GIS Express Program; April	06/14/2011		240.20
10-012I GI	GIS Express Program; Feb - March	06/14/2011		164.80
Check Total:				2,025.00
Check No: 25484	Check Date: 06/14/2011			
Vendor: 0641	King County Sheriff's Office			
11-095	2010 reconciliation credit	06/14/2011		-112,625.00
11-095	Police services; January - May 2011	06/14/2011		1,206,261.65
Check Total:				1,093,636.65
Check No: 25485	Check Date: 06/14/2011			
Vendor: 1725	Kevin Klason			
1725-6	Reimbursement; ice for citizens academy	06/14/2011		13.52
Check Total:				13.52
Check No: 25486	Check Date: 06/14/2011			
Vendor: 1622	Law Offices of Thomas R Hargan			
11-CV05	Prosecution services through 5/31/11	06/14/2011		4,342.34
Check Total:				4,342.34
Check No: 25487	Check Date: 06/14/2011			
Vendor: 0400	Les Schwab			
357859	#2761; flat tire repair	06/14/2011		17.10
356675	#3123; tire repair	06/14/2011		17.29
Check Total:				34.39
Check No: 25488	Check Date: 06/14/2011			
Vendor: 1989	Richard N. Little Consulting, LLC			
1989-6	Government relations; May	06/14/2011		3,000.00
Check Total:				3,000.00
Check No: 25489	Check Date: 06/14/2011			
Vendor: 1901	Modern Building Systems, Inc.			
0042739	Maint shop; building lease, 7/1-8/1/11	06/14/2011		569.07
0042739	Maint shop; building lease, 7/1-8/1/11	06/14/2011		569.06
0042739	Maint shop; building lease, 7/1-8/1/11	06/14/2011		284.53
Check Total:				1,422.66
Check No: 25490	Check Date: 06/14/2011			
Vendor: 1928	Mayson Morrissey			
11-31	Morrissey; 2011 flexible spending	06/14/2011		33.05
Check Total:				33.05
Check No: 25491	Check Date: 06/14/2011			
Vendor: 1688	Mountain Mist			
054257-6	Maint Shop; bottled water, May	06/14/2011		7.85
054257-6	Maint Shop; bottled water, May	06/14/2011		15.69
054257-6	Maint Shop; bottled water, May	06/14/2011		15.69
054257-6	Aquatics; bottled water, May	06/14/2011		40.32
054257-6	City Hall; bottled water, May	06/14/2011		96.35
Check Total:				175.90

				<u>Check Amount</u>
Check No: 25492	Check Date: 06/14/2011			
Vendor: 1487	NAPA Auto Parts			
601480	#2765; gas cap	06/14/2011		8.55
600086	#2764; battery	06/14/2011		102.75
Check Total:				111.30
Check No: 25493	Check Date: 06/14/2011			
Vendor: 0682	Nextel Communications			
591066496-	Internet connection card, 5/21-6/20/11	06/14/2011		61.49
591066496-	Internet connection card, 5/21-6/20/11	06/14/2011		40.99
591066496-	Internet connection card, 5/21-6/20/11	06/14/2011		20.49
591066496-	Internet connection card, 5/21-6/20/11	06/14/2011		40.99
Check Total:				163.96
Check No: 25494	Check Date: 06/14/2011			
Vendor: 0004	Office Depot			
1344830489	SWM Team; wireless mouse	06/14/2011		43.43
5653854830	Office supplies	06/14/2011		163.36
5666466700	Slate; desk organizer	06/14/2011		12.53
5653854830	Matheson; monitor stand	06/14/2011		14.92
5666466700	Office supplies	06/14/2011		254.43
Check Total:				488.67
Check No: 25495	Check Date: 06/14/2011			
Vendor: 1452	Palmer Coking Coal Company			
IN023626	Quarry rock	06/14/2011		357.34
IN023636	Quarry spalls	06/14/2011		97.53
Check Total:				454.87
Check No: 25496	Check Date: 06/14/2011			
Vendor: 0056	Cassandra Parker			
11-32	Parker; 2011 flexible spending	06/14/2011		134.70
Check Total:				134.70
Check No: 25497	Check Date: 06/14/2011			
Vendor: 0161	Puget Sound Energy			
7042898374	Streets; electricity, 5/5-6/3/11	06/14/2011		57.50
7042899661	Streets; electricity, 5/4-6/2/11	06/14/2011		103.74
7042895297	Streets; electricity, 5/5-6/3/11	06/14/2011		9.92
4513241002	Crystal view; electricity, 4/30-5/31/11	06/14/2011		9.92
4513241002	SR 516; electricity, 4/30-5/31/11	06/14/2011		115.71
4077636381	Streets; electricity, 5/4-6/2/11	06/14/2011		80.26
7042898077	Streets; electricity, 5/4-6/2/11	06/14/2011		61.17
8910394751	City hall; electricity, 5/4-6/2/11	06/14/2011		2,033.66
7042894027	City tree; electricity, 5/4-6/2/11	06/14/2011		9.92
7042897053	Streets; electricity, 5/4-6/2/11	06/14/2011		7,749.92
8732768927	Maint shop; electricity, 4/30-5/31/11	06/14/2011		68.35
5282721009	Aquatics; electricity, 4/30-5/31/11	06/14/2011		2,237.78
5282721009	Aquatics; natural gas, 4/30-5/31/11	06/14/2011		3,316.40
1777131457	Streets; electricity, 4/30-5/31/11	06/14/2011		71.14
7042894027	Streets; electricity, 5/4-6/2/11	06/14/2011		9.92
004753237-	Streets; electricity, 4/30-5/31/11	06/14/2011		86.15
4077639500	Skate park; electricity, 5/5-6/3/11	06/14/2011		12.34
7042894886	Streets; electricity, 5/5-6/3/11	06/14/2011		49.45
8732768927	Maint shop; electricity, 4/30-5/31/11	06/14/2011		34.17
8732768927	Maint shop; electricity, 4/30-5/31/11	06/14/2011		68.35
Check Total:				16,185.77
Check No: 25498	Check Date: 06/14/2011			
Vendor: 0006	Qwest			
4137665359	Aquatics; telephone, 5/26-6/26/11	06/14/2011		271.84
6381431686	Maint shop; telephone, 5/25-6/25/11	06/14/2011		72.46
6381431686	Maint shop; telephone, 5/25-6/25/11	06/14/2011		36.23
6381431686	Maint shop; telephone, 5/25-6/25/11	06/14/2011		72.46
Check Total:				452.99
Check No: 25499	Check Date: 06/14/2011			
Vendor: 1851	Qwest Business Services			
1166360863	Aquatics; internet/loop, May	06/14/2011		475.00

				<u>Check Amount</u>
				Check Total: 475.00
Check No: 25500	Check Date: 06/14/2011			
Vendor: 2249	QwikServices LLC			
1106-841	Conference call service; May usage	06/14/2011		17.16
				Check Total: 17.16
Check No: 25501	Check Date: 06/14/2011			
Vendor: 1197	Rainier Wood Recyclers			
00040721	Disposal fees	06/14/2011		355.00
00040721	Disposal fees	06/14/2011		13.00
00040721	Disposal fees	06/14/2011		13.50
				Check Total: 381.50
Check No: 25502	Check Date: 06/14/2011			
Vendor: 1958	Reber Ranch			
520841	Community park; straw	06/14/2011		16.43
				Check Total: 16.43
Check No: 25503	Check Date: 06/14/2011			
Vendor: 2250	SBS Legal Services			
C002	General attorney services; May	06/14/2011		5,000.00
				Check Total: 5,000.00
Check No: 25504	Check Date: 06/14/2011			
Vendor: 0993	Soos Creek Water & Sewer Dist.			
0700-92790	Maint shop; sewer, 4/1-5/31/11	06/14/2011		41.72
0700-90680	Aquatics; sewer, 4/1-5/31/11	06/14/2011		1,000.85
0700-92790	Maint shop; sewer, 4/1-5/31/11	06/14/2011		41.72
0700-92790	Maint shop; sewer, 4/1-5/31/11	06/14/2011		20.86
				Check Total: 1,105.15
Check No: 25505	Check Date: 06/14/2011			
Vendor: 2248	Sound Mental Health			
2248-1Qtr	Safe & Sound; 1st Quarter 2011	06/14/2011		250.00
				Check Total: 250.00
Check No: 25506	Check Date: 06/14/2011			
Vendor: 1903	Sound Publishing, Inc.			
377864	Weekly bulletins; 5/6,5/13,5/20,5/27	06/14/2011		1,619.70
				Check Total: 1,619.70
Check No: 25507	Check Date: 06/14/2011			
Vendor: 0217	State Auditor's Office			
L88768	State Audit fees; May	06/14/2011		8,360.25
				Check Total: 8,360.25
Check No: 25508	Check Date: 06/14/2011			
Vendor: 1315	The UPS Store #6080			
260	Aquatics; shipping, vaccuum repair	06/14/2011		119.30
				Check Total: 119.30
Check No: 25509	Check Date: 06/14/2011			
Vendor: 2103	US Bank Office Equip Finance			
178974465	Copier lease, 6/3-7/2/11	06/14/2011		150.82
179195581	Copier; lease	06/14/2011		101.89
178974465	Copier lease, 6/3-7/2/11	06/14/2011		100.54
				Check Total: 353.25
Check No: 25510	Check Date: 06/14/2011			
Vendor: 0046	Verizon Wireless			
971802088-	Maint shop; on call phone, 5/21-6/20/11	06/14/2011		5.97
971802088-	Maint shop; on call phone, 5/21-6/20/11	06/14/2011		11.94
971802088-	Maint shop; on call phone, 5/21-6/20/11	06/14/2011		11.94
				Check Total: 29.85
Check No: 25511	Check Date: 06/14/2011			
Vendor: 0819	Don Vondran			
11-33	Vondran; 2011 flexible spending	06/14/2011		41.53
0819-6	Vondran; APWA meeting per diem, mileage	06/14/2011		41.35
0819-6	Vondran; APWA meeting per diem, mileage	06/14/2011		27.57
0819-6-1	Vondran; DOT training, lunch	06/14/2011		12.78
0819-6-1	Vondran; DOT training, lunch	06/14/2011		8.52

				<u>Check Amount</u>
Check No: 25512 Check Date: 06/14/2011				Check Total:
Vendor: 0119 WABO				131.75
23248	Intl Green Construction Code	06/14/2011		117.02
22789	2009 UPC Illustrated Training Manual	06/14/2011		190.05
Check Total:				307.07
Check No: 25513 Check Date: 06/14/2011				
Vendor: 1421 Ward's Power Equipment				
33294	Edger blades	06/14/2011		10.64
33792	Sharpen hedge trimmer	06/14/2011		15.19
33803	Starter recoil	06/14/2011		2.61
33792	Sharpen hedge trimmer	06/14/2011		30.36
33803	Starter recoil	06/14/2011		5.21
33803	Starter recoil	06/14/2011		5.21
33792	Sharpen hedge trimmer	06/14/2011		30.36
Check Total:				99.58
Check No: 25514 Check Date: 06/14/2011				
Vendor: 1105 Washington State Patrol				
I11009514	Background checks	06/14/2011		120.00
Check Total:				120.00
Check No: 25515 Check Date: 06/14/2011				
Vendor: 2230 Wilbur-Ellis Company				
5435804	Weedkiller	06/14/2011		40.45
5435804	Weedkiller	06/14/2011		40.44
Check Total:				80.89
Check No: 25516 Check Date: 06/14/2011				
Vendor: 1894 Diana Ziolkowski				
1894-6	Facility monitoring: 6/5, 6/11	06/14/2011		72.00
Check Total:				72.00
Date Totals:				1,467,070.88
Report Total:			0.00	1,467,070.88

June 24, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 06/24/11 consisting of:

PAYLOCITY CHECK # 1000044943 through PAYLOCITY CHECK # 1000044964 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$136,445.77

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: _____

06-24-11 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
100381	Regular	6/24/2011	Agnish, Ashley	87.73
100382	Regular	6/24/2011	Kirshenbaum, Kathleen	600.59
100383	Regular	6/24/2011	Lyon, Valerie	1,370.68
100384	Regular	6/24/2011	Matheson, Derek M	4,280.04
100385	Regular	6/24/2011	Mhoon, Darren S	1,242.07
100386	Regular	6/24/2011	Michaud, Joan M	1,696.24
100387	Regular	6/24/2011	Scott, Sharon G	2,159.89
100388	Regular	6/24/2011	Slate, Karla J	2,226.96
100389	Regular	6/24/2011	Hart, Richard	3,331.33
100390	Regular	6/24/2011	Quintanar, Louis A	1,111.44
100391	Regular	6/24/2011	Cles, Staci M	1,597.70
100392	Regular	6/24/2011	Hagen, Lindsay K	1,314.87
100393	Regular	6/24/2011	Hendrickson, Robert	3,202.18
100394	Regular	6/24/2011	Parker, Cassandra	2,204.67
100395	Regular	6/24/2011	Harto, Margaret	461.75
100396	Regular	6/24/2011	Lanza, Mark	390.86
100397	Regular	6/24/2011	Mhoon, Marlla	390.86
100398	Regular	6/24/2011	Scott, James A	415.57
100399	Regular	6/24/2011	Wagner, Jeffrey	415.57
100400	Regular	6/24/2011	Dalton, Jesse J	1,579.54
100401	Regular	6/24/2011	Egbert, Thomas	412.83
100402	Regular	6/24/2011	Garnett, Stuart W	944.66
100403	Regular	6/24/2011	Guest, Robert	631.18
100404	Regular	6/24/2011	Hall, Ron	987.35
100405	Regular	6/24/2011	Junkin, Ross D	2,462.36
100406	Regular	6/24/2011	Marchefka, Joe A	1,984.04
100407	Regular	6/24/2011	Wesley, Daniel A	2,270.10
100408	Regular	6/24/2011	Bykonen, Brian D	1,539.97
100409	Regular	6/24/2011	Christenson, Gregg R	2,111.75
100410	Regular	6/24/2011	Lyons, Salina K	2,138.82
100411	Regular	6/24/2011	Meyers, Robert L	3,017.22
100412	Regular	6/24/2011	Ogren, Nelson W	2,368.75
100413	Regular	6/24/2011	Thompson, Kelly	1,751.86
100414	Regular	6/24/2011	Morrissey, Mayson	2,377.73
100415	Regular	6/24/2011	Bahl, Rachel A	1,467.34
100416	Regular	6/24/2011	Newton, Ethan A	1,913.09
100417	Regular	6/24/2011	Patterson, Clifford	2,228.22
100418	Regular	6/24/2011	Thomas, Scott R	3,106.24
100419	Regular	6/24/2011	Akramoff, Glenn A	3,209.02
100420	Regular	6/24/2011	Bates, Shellie L	1,793.10
100421	Regular	6/24/2011	Buck, Shawn M	1,396.00
100422	Regular	6/24/2011	Parrish, Benjamin A	1,592.70
100423	Regular	6/24/2011	Vondran, Donald M	3,221.08
100424	Regular	6/24/2011	Archuleta, Alexander A	686.75
100425	Regular	6/24/2011	Campbell, Noel M	157.57
100426	Regular	6/24/2011	Carrillo, Cameron	540.43
100427	Regular	6/24/2011	Cox, Melissa	309.41
100428	Regular	6/24/2011	Evans, Kristin	115.36
100429	Regular	6/24/2011	Felcyn, Adam	205.67
100430	Regular	6/24/2011	Golan, Samuel	32.14
100431	Regular	6/24/2011	Houghton, Cassandra L	105.20

Check Register
CITY OF COVINGTON (B1951)

Check Date: 06/24/2011
 Process: 2011062401
 Pay Period: 06/05/2011 to 06/18/2011

100432 Regular	6/24/2011	Loeppky, Janna	422.68
100433 Regular	6/24/2011	Lusebrink, Christa	272.86
100434 Regular	6/24/2011	MacConaghy, Hailey	365.40
100435 Regular	6/24/2011	Mathison, Matthew	355.50
100436 Regular	6/24/2011	Middleton, Jordan	264.22
100437 Regular	6/24/2011	Miller, Thomas	20.80
100438 Regular	6/24/2011	Mohr, Emily A	20.80
100439 Regular	6/24/2011	Mooney, Lynell	238.43
100440 Regular	6/24/2011	Perko, John	8.03
100441 Regular	6/24/2011	Perko, Roxanne H	55.99
100442 Regular	6/24/2011	Praggastis, Alexander	235.60
100443 Regular	6/24/2011	Reynolds, Taylor	115.15
100444 Regular	6/24/2011	Wonio, Reece	205.64
100445 Regular	6/24/2011	Beaufrere, Noreen	2,606.60
100446 Regular	6/24/2011	Throm, Victoria J	1,803.90
1000044943 Regular	6/24/2011	Lucavish, David	415.57
1000044944 Regular	6/24/2011	Snoey, Wayne	188.36
1000044945 Regular	6/24/2011	Gaudette, John J	1,451.39
1000044946 Regular	6/24/2011	Beatty, Kyle B	96.20
1000044947 Regular	6/24/2011	Carkeek, Lena	523.31
1000044948 Regular	6/24/2011	Cochran, Neil A	72.80
1000044949 Regular	6/24/2011	Eastin, Tatiana	237.46
1000044950 Regular	6/24/2011	Goldfoos, Rhyan	180.39
1000044951 Regular	6/24/2011	Halbert, Mitchell S	28.60
1000044952 Regular	6/24/2011	Hatch, Jenessa	177.10
1000044953 Regular	6/24/2011	Jensen, Rachel	188.36
1000044954 Regular	6/24/2011	Johansen, Andrea	238.60
1000044955 Regular	6/24/2011	Milburn, Luke	72.31

Totals for Payroll Checks 80 Items 88,020.53

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
100447	AGENCY	6/24/2011	Paylocity Corporation	125.00
1000044956	AGENCY	6/24/2011	Vantagepoint Transfer Agent-457	348.55
1000044957	AGENCY	6/24/2011	City of Covington	2,598.13
1000044958	AGENCY	6/24/2011	City of Covington Employee Fund	70.00
1000044959	AGENCY	6/24/2011	ICMA Retirement Trust	2,305.00
1000044960	AGENCY	6/24/2011	WASH CHILD SUPPORT	110.41
1000044961	AGENCY	6/24/2011	King County Superior Court	210.40
1000044962	AGENCY	6/24/2011	Nationwide	25,628.70
1000044963	AGENCY	6/24/2011	United Way of King County	18.00
1000044964	AGENCY	6/24/2011	HRA VEBA Trust Contributions	1,050.00

Totals for Third Party Checks 10 Items 32,464.19

Tax Liabilities 15,638.15
 Paylocity fees 322.90

Grand Total \$ 136,445.77

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 28, 2011

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT
AMENDMENT FOR PARK DESIGN FOR COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Contract Amendment #1.

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

Due to the downturn in the economy, approximately \$750,000 of 2010 and 2011 utility tax funds intended for Covington Community Park were retained in the General Fund. To keep the park project alive the City pursued an aggressive grant strategy to fund park construction. The grant strategy included applying for competitive grants from the Land Water Conservation Fund (LWCF), Washington Wildlife and Recreation Program (WWRP) King County Youth Sports Facility Grants (YSFG) and the King Conservation District (KCD). To be eligible for and competitive in these funding sources we had to expand the scope of the phase one construction project, revise the design documents accordingly and complete extensive grant application materials. We also received funding from the King County Parks Levy.

In order to accomplish these tasks, complete the 100% design documents, and be prepared to bid the project in winter 2012, the expiration date for the design contract with MacLeod Reckord needs to be extended and the scope of work needs to be amended. The date amendment extends the term of the contract an additional six months until December 31, 2011 to allow completion of permits and documents needed to bid the project next year. There are also four scope amendments described in the attachment. Three of the amendments are necessary to accommodate design changes to make the project eligible for and competitive in the various funding programs. The final item of the contract amendment reduces some of the scope for sub-consultants on items that are no longer needed, saving money on their efforts and reducing associated documentation costs that would have been incurred by MacLeod Reckord.

The net effect of the contract amendment is an increase in duration of six months and an increase in costs of \$23,038. This funding is currently available in the Covington Community Park capital improvement budget. The benefit of the scope change is retaining the 2008 legislative appropriation of \$700,000 (now known as the Department of Commerce grant), and accessing \$838,624 in new grant funds for a total outside funding of \$1,538,624.

ALTERNATIVES:

1. Stop the project at the current design, permitting and documentation. Do not proceed with grant contracts or phase one construction.

FISCAL IMPACT:

The net effect of the contract amendment is a cost of \$23,038. This funding is currently available in the Covington Community Park capital improvement budget.

ACTION: ___Ordinance ___Resolution X Motion ___Other

**Council member _____ moves, Council member
_____ seconds, to authorize the City Manager to execute
contract amendment #1 between the City of Covington and MacLeod Reckord to
complete additional design for the City’s Covington Community Park.**

REVIEWED BY: City Manager; Finance Director, Public Works Director, City Engineer, City Attorney

CITY OF COVINGTON
CONTRACT FOR SERVICES

Amendment # 1

Between the City of Covington and MacLeod Reckord Landscape Architects

That portion of Contract No. CAG 921-09 between the City of Covington and MacLeod Reckord Landscape Architects is amended as follows:

1. Section 3. Term of Agreement is extended to December 31, 2011;
2. Section 4. Compensation and Method of Payment, the total contract amount is increased by \$23,038 to an amount not to exceed of \$497,903;
3. Exhibit A, Scope of Work, scope of work and documentation required of subcontractors is reduced and associated fees of \$9,507 are credited toward new tasks described in #4 below;
4. Exhibit A, Scope of Work is expanded to include the following tasks:
 - a. Provide assistance completing Washington Wildlife and Recreation Program (WWRP) grant and the Land Water Conservation Fund grant offered through the Washington State Recreation and Conservation Office (RCO); Fee = \$7,280
 - b. Revise the design to the parking lot and plaza to comply with King County Parks Levy eligibility requirements; Fee = \$13,765
 - c. Add trails to the phase 1 construction design and documents to comply with King County Parks Levy and King Conservation District eligibility requirements and to make application for LWCF and WWRP grants more competitive; Fee = \$11,500

All other provisions of the contract shall remain in full force and effect.

Dated this 28th day of June, 2011.

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

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Agenda Item 1

Covington City Council Meeting

Date: June 28, 2011

SUBJECT: CONSIDER ORDINANCE ADOPTING A NON-EXCLUSIVE FRANCHISE WITH ELECTRIC LIGHTWAVE, LLC, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR TELECOMMUNICATION SYSTEMS IN CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Ordinance for Franchise Agreement with Electric Lightwave, LLC

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

As per the City Council request at the May 10th City Council meeting staff has approached Electric Lightwave, LLC about providing service to the City buildings. They have responded as follows:

Section 17. City Requested Facilities. At any time that ELI is constructing, relocating, or placing ducts or conduits in public rights-of-way, the City may require ELI to provide additional duct or conduit and related access structures. ELI agrees to perform such requests at the sole expense of the City and pursuant to RCW 35.99.070 and the applicable terms of this franchise agreement.

In April 1998, the City of Covington granted a franchise agreement to Electric Lightwave, LLC (Parent Company of Integra Telecom) to operate a telecommunication system within the City right-of-way. The term of that agreement was five years and ran out in 2003. Neither Electric Lightwave, LLC nor the City initiated a franchise update at that time.

In early 2011, Electric Lightwave, LLC approached the City for an updated franchise. Since that time discussions and review of a new agreement have taken place. Having had no issues with the relationship between Electric Lightwave, LLC and the City of Covington, updated format and insurance information are the only minor changes from the original franchise agreement.

ALTERNATIVES:

NONE

FISCAL IMPACT:

As per the franchise agreement the City can recover administrative fees of putting together the franchise agreement. It has been agreed with Electric Lightwave, LLC that \$1,500.00 will be paid to the City for those administrative costs upon adoption of the franchise.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

**Council member _____ moves, Council member _____
seconds, to adopt an ordinance granting a non-exclusive franchise with
Electric Lightwave, LLC.**

REVIEWED BY: City Manager; City Attorney, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON GRANTING UNTO ELECTRIC LIGHTWAVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT, PRIVILEGE, AUTHORITY AND NON-EXCLUSIVE FRANCHISE FOR FIVE YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR TELECOMMUNICATIONS SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON.

WHEREAS, Electric Lightwave, LLC (ELI) has requested that the City of Covington (“City”) grant it a non-exclusive telecommunications franchise; and

WHEREAS, the City has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040);

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

Section 1. Franchise Granted. Pursuant to Section 35A.47.040 of the Revised Code of Washington (RCW), the City hereby grants to ELI, a company organized under the laws of the State of Delaware, its successors, and assigns, subject to the terms and conditions hereinafter set forth, a non-exclusive franchise for a period of five (5) years, beginning on the effective date of this ordinance.

This franchise shall grant ELI the right, privilege and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for a telecommunications system, in, under, on, across, over, through, along or below the public right-of-ways located in the City, as approved under City permits issued pursuant to this franchise. Said facilities shall not include towers, mono poles, antennas, or other equipment for the transmission of public wireless telecommunications. However, antennas for GPS timing, GPS locating, or other monitoring or sensor equipment for ELI’s internal use, shall be permitted. Public “rights-of-way” as used herein means all public streets, roads, alleys and highways of the City as now or hereafter laid out, platted, dedicated or improved.

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said right-of-ways. This franchise shall in no way prevent or prohibit the City from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may

deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-ways, thoroughfares and other public properties of every type and description.

Section 3. Location of Telecommunications System Facilities. ELI is authorized to place its telecommunication system facilities in, under, on, across, over, through, along, or below the public right-of-ways of the City as approved under City permits issued pursuant to this franchise.

Section 4. Relocation of Telecommunications System Facilities.

4.1 ELI agrees and covenants at its sole cost and expense to protect, support, temporarily disconnect, relocate, or remove from any street any of its installations when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that ELI shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of cable required to be temporarily disconnected or removed.

4.2 Any condition or requirement imposed by the City upon any person or entities (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of ELI's facilities within the franchise area shall be a required relocation for purposes of subsection 4.1 above.

4.3 If the City determines that the project necessitates the relocation of ELI's then existing facilities, the City shall:

4.3.1 At least sixty (60) days prior to the commencement of such improvement project, provide ELI with written notice requiring such relocation.

4.3.2 Provide ELI with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for ELI's facilities so that ELI may relocate its facilities in other City right-of-way in order to accommodate such improvement project.

4.3.3 After receipt of such notice and such plans and specifications, ELI shall complete relocation of its facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City.

4.3.4 Relocation shall be accomplished in such a manner as to accommodate the City's project.

4.4 ELI may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise ELI in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, ELI shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ELI full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, ELI shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement for a period of three (3) years.

4.5 The provisions of this Section shall in no manner preclude or restrict ELI from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities, or in any area in which telephone, electric power wires and cables have been placed underground, ELI shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City. ELI acknowledges and agrees that if the City does not require the undergrounding of its facilities at the time of permit application, the City may, at any time in the future, require the conversion of ELI's aerial facilities to underground installation at ELI's expense.

Whenever the City may require the undergrounding of the aerial utilities in any area of the City, ELI shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. Where other utilities are present and involved in the undergrounding project, ELI shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of ELI's own facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of ELI facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6. Maps and Records. After construction is complete, and as a condition of this franchise, ELI shall provide the City upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of its facilities within the public right-of-ways and public places.

Section 7. Excavations. During any period of relocation, construction or maintenance, all work performed by ELI or its contractors shall be accomplished in a safe and workmanlike manner so to minimize interference with the free passage of

traffic and the free use of adjoining property, whether public or private. ELI shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Whenever ELI shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least five (5) working days prior notice of its intent to commence work in the public right-of-way. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

If either the City or ELI shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and
- B. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- C. Either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 8. Restoration after Construction. ELI shall, after abandonment approved under Section 15 herein, or installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The City's Public Works Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. ELI agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise, for a period of three (3) years.

Section 9. Emergency Work – Permit Waiver. In the event of any emergency in which any of ELI's facilities located in or under any street breaks, become damaged, or if ELI's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of individuals necessitating emergency work, ELI may perform said work without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve ELI from the requirement of obtaining any

permits necessary for this purpose, and ELI shall apply for all such permits not later than the next succeeding day during which the Covington City Hall is open for business.

Section 10. Dangerous Conditions. Authority for City to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City's Public Works Director may direct ELI, at ELI's own expense, to take actions to protect the public, adjacent public places, City property, or street utilities, and such action may include compliance within a prescribed time. In the event that ELI fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions, and ELI shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise, for a period of three (3) years.

Section 11. Recovery of Costs. ELI shall pay a filing fee for the City's administrative costs in drafting and processing this franchise agreement and all work related thereto. ELI shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, ELI shall pay such costs and expenses directly to the City. In addition to the above, ELI shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving ELI's cable and facilities. All City costs, fees, or expenses which are reimbursable by the terms of this agreement shall be subject to RCW 35.21.860.

Section 12. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.04.065, except for administrative expenses or any tax authorized by RCW 35.21.865. ELI hereby warrants that its operations as authorized under this franchise are those of a telephone business as defined in RCW 82.04.065. As a result, the City will not impose a franchise fee under the terms of this ordinance, other than as described herein.

However, the City hereby reserves its right to impose a franchise fee on ELI for purposes other than to recover its administrative expenses if ELI's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.04.065; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that ELI obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate ELI's operations as allowed under applicable law.

Section 13. Indemnification: ELI hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by ELI's own employees for which ELI might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of ELI, its agents, servants, officers or employees in the performance of this franchise, and any rights granted hereunder.

Inspection or acceptance by the City of any work performed by ELI at the time of completion of construction shall not be grounds for avoidance by ELI of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that ELI refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of ELI, then ELI shall pay all of the City's reasonable and documented costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of ELI and the City, its officers, employees and agents, ELI's liability hereunder shall be only to the extent of ELI's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes ELI's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this franchise agreement for a period of three (3) years.

Section 14. Insurance. ELI shall procure and maintain for the duration of the franchise insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to ELI, its agents, representatives or employees. ELI shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall include:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily

injury and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of ELI.

The insurance policies obtained by ELI shall name the City (its officers, employees and volunteers) as an additional insured with regard to activities performed by or on behalf of ELI. The coverage shall contain no special limitations on the scope of protection afforded by the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. ELI's insurance shall be primary insurance as respects the City, its officers, employees, agents and volunteers. Any insurance maintained by the City, its officers, employees, agents or volunteers shall be excess of ELI's insurance and shall not contribute with it. The insurance certificate required by this clause shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, employees, agents or volunteers.

Section 15. Abandonment of ELI's Cable or Telecommunication System Facilities. No cable, section of cable or facility laid in the street by ELI may be abandoned by ELI without the express written consent of the City. Any plan for abandonment or removal of ELI's cable and facilities must be first approved by the City's Public Works Director and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement for a period of three (3) years.

Section 16. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, ELI shall, upon the request of the City, furnish a bond executed by ELI and a corporate surety authorized to do a surety business in the State of Washington, in a reasonable sum to be set and approved by the City's Director of Public Works as sufficient to ensure performance of ELI's obligations under this franchise. The bond shall be conditioned so that ELI shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 17. City Requested Facilities. At any time that ELI is constructing, relocating, or placing ducts or conduits in public rights-of-way, the City may require ELI to provide additional duct or conduit and related access structures. ELI agrees to perform such requests at the sole expense of the City and pursuant to RCW 35.99.070 and the applicable terms of this franchise agreement.

Section 18. Modification. The City and ELI hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 19. Forfeiture and Revocation: If ELI willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given ELI by the City under the provisions of this franchise, then ELI shall, at the election of the Covington City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon notice to ELI.

Section 20. Remedies to Enforce Compliance. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling ELI to comply with the provisions of this ordinance and to recover damages and costs incurred by the City by reason of ELI's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force ELI and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 21. City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any fiber optic cable or cable facilities by ELI, and ELI shall promptly conform with all such regulations, unless compliance would cause ELI to violate other requirements of law. In the event of a conflict between the provisions of this franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 22. Cost of Publication. The cost of publication of this ordinance shall be borne by ELI.

Section 23. Acceptance. Within sixty (60) days after the passage and approval of this ordinance, this franchise may be accepted by ELI by its filing with the City Clerk an unconditional written acceptance thereof. Failure of ELI to so accept this franchise within said period of time shall be deemed a rejection thereof by ELI, and the rights and privileges herein granted shall, after the expiration of the sixty (60) day period,

absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 24. Survival. All of the provisions, conditions and requirements of Sections 4 – Relocation of Telecommunications Facilities; 5 – Undergrounding of Facilities; 7 – Excavation; 8 – Restoration after Construction; 10 – Dangerous Conditions; 13 – Indemnification; and 15 – Abandonment of ELI’s Facilities, of this franchise shall be in addition to any and all other obligations and liabilities ELI may have to the City at common law, by statute, or by contract, and shall survive the City’s franchise to ELI for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof, for a period of three (3) years. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the successors and assigns of ELI and all privileges, as well as all obligations and liabilities of ELI shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever ELI is named herein.

Section 25. Assignment. This agreement may not be assigned or transferred without the written approval of the City, except ELI may freely assign this agreement in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. ELI shall provide prompt, written notice to the City of any such assignment.

Section 26. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF COVINGTON
Attn: City Manager
16720 SE 271st Street, Suite 100
Covington, WA 98042

ELECTRIC LIGHTWAVE,LLC.
Attn: VP Treasurer & Finance
1201 NE Lloyd Boulevard, Suite 500
Portland, OR 97232

With a copy to:

CITY OF COVINGTON
Attn: Public Works Director
16720 SE 271st Street, Suite 100
Covington, WA 98042

ELECTRIC LIGHTWAVE,LLC.
Attn: Department of Law & Policy
1201 NE Lloyd Boulevard, Suite 500
Portland, OR 97232

Section 27. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by the court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

If any provision of this ordinance, or ordinance modified by it, is determined to be invalid or unenforceable for any reason, the remaining provisions of this ordinance and

ordinances and/or resolutions modified by it shall remain in force and effect.

Section 28. Effective Date. This ordinance shall be in full force and effect on _____, 2011. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

Passed by the City Council on the ____ day of _____, 2011.

Mayor Margaret Harto

PUBLISHED:
EFFECTIVE:

ATTESTED:

Sharon Scott
City Clerk

APPROVED AS TO FORM:

Sara Springer
City Attorney

Agenda Item 2

Covington City Council Meeting

Date: June 28, 2011

SUBJECT: POLICE CITIZEN VOLUNTEER PROGRAM DISCUSSION

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S): None

PREPARED BY: Kevin P. Klason, Police Chief

EXPLANATION:

Police citizen volunteer programs partner community members with the police department to provide support and resources to the police department and to the community by enhancing the ability of the police department in accomplishing their mission and goals.

Fully developed police citizen volunteer programs include school patrols, bicycle patrols, conducting neighborhood watch programs, neighborhood speed watch programs, vacation house checks, residential and business crime prevention assessment and training, front counter reception and referral, public relations assistance at community events, community park patrols, and limited parking enforcement patrols.

To implement a comprehensive police volunteer program will require considerable staff time and funds. It will require development of standard operating procedural manual, training manual, recruitment and advertisement, processing applications, background investigations, training time and regular oversight and supervision by an officer. The program will require equipment acquisition such as uniforms, radios, a vehicle and safety equipment for the vehicle and the volunteer. We currently do not have a staff member to oversee and manage a comprehensive volunteer program nor do we have the necessary funding. Staff believes that to implement a complete police citizen volunteer program will require additional research by staff. We can then bring to Council more comprehensive information and costs in the form of a decision card for consideration at a future year's budget meeting.

Staff believes we can develop and implement an interim "pilot program" for police citizen volunteers. Initial costs would be minimal and can be covered with current available funds. Human Resources Manager Noreen Beaufriere, Parks Director Scott Thomas and I would like to meet and develop the program over the next several months with the target of implementing the pilot program in early 2012. The pilot program can benefit both the Parks Department and the Police Department. This pilot program would be small in scale and scope giving us an opportunity to make an educated assessment of future requirements and needs. We propose to recruit a limited number of volunteers under current city policy and train them for a few limited and specific tasks. We would like to use volunteers initially for patrolling our city parks looking for hazards, damage and suspicious activity. They would be eyes and ears only to report directly to the police department, not to take any action. The other task the volunteers can assist us with

is the Vacation House Check program. Volunteers will increase the frequency we can check these homes while residents are out of town.

If council is comfortable staff will proceed with an interim pilot program and bring information on a more formal program to council at a later date.

FISCAL IMPACT:

Purchase of a cell phone, high visibility safety vest with imprinting (“Covington Citizen Patrol”), use of City pool vehicle.

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

NO ACTION NECESSARY, DISCUSSION ITEM ONLY.

REVIEWED BY: City Manager, City Attorney

Agenda Item 3

Covington City Council Meeting

Date: June 28, 2011

SUBJECT: CONSIDER RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A JAIL CONTRACT WITH SOUTH CORRECTIONAL ENTITY (“SCORE”).

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Resolution for Score Jail Services
2. SCORE Jail Services Contract

PREPARED BY: Kevin P. Klason, Police Chief

EXPLANATION:

Covington currently has contracts for jail services with King County and the City of Buckley to receive misdemeanor prisoners. The King County Jail is used for pre-trial bookings and warrant arrests, this agreement expires in 2012, an extension is being worked on that will continue through 2016. We use the Buckley Jail for those that cannot post bail before their court appearance and for post trial sentences.

The South Correctional Entity (“SCORE”) anticipates their new jail facility to be operational in August of 2011 for the owner partner cities, (Auburn, Burien, Des Moines, Federal Way, Renton, Seatac, Tukwila). Cities that contract with SCORE hope to begin housing their inmates at SCORE January 2012. The SCORE Jail is a full service facility that will house our misdemeanor subjects for initial arrest, pre trial, warrant subjects and post trial sentencing subjects.

SCORE will not have a booking fee, their daily maintenance fee is \$125.00, they will receive prisoners 24/7 eliminating the longer trips into Seattle after hours, we will have a commitment of 4 prisoner beds per day at the \$125.00 rate, and additional beds are available at \$135.00 per day if we exceed our commitment rate.

King County has a booking fee of \$380.21 plus the daily maintenance fee of \$119.62, they only receive prisoners at the Maleng Regional Justice Center (MRJC) in Kent between 10:00 AM to 4:00 PM, outside those hours a prisoner has to be transported to the jail in Seattle, we do not have a minimum bed commitment with King County, if we are not using the facility, we are not billed.

Staff recommends entering into a contract with SCORE for housing Covington prisoners. We will continue to use King County for felony arrests and can use them as a backup facility for misdemeanants also.

ALTERNATIVES:

Continue to utilize King County Jail and the City of Buckley for all prisoners.

FISCAL IMPACT:

Anticipate an overall reduction in costs for booking prisoners.

Current King County rate: Booking fee \$380.21 ± Daily Maintenance Fee \$119.62 compared to SCORE rate: No booking fee, 2012 bed rate fee \$125.00

CITY COUNCIL ACTION: ___Ordinance X Resolution ___Motion ___Other

Councilmember _____ moves, Councilmember _____ seconds, to pass Resolution No. _____ authorizing the City Manager to execute an Agreement between The City of Covington, Washington and the South Correctional Entity (SCORE), Washington for the Housing of Inmates in the SCORE Jail.

REVIEWED BY: City Manager, Finance Director, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COVINGTON AND THE SOUTH CORRECTIONAL ENTITY (SCORE), DES MOINES, WASHINGTON, FOR THE HOUSING OF INMATES IN THE SOUTH CORRECTIONAL ENTITY JAIL.

WHEREAS, the City of Covington (“City”) has a need for a secure location for the housing of inmates; and

WHEREAS, the South Correctional Entity (SCORE) is authorized by law to operate a jail and the City of Covington is authorized by law to operate a jail; and

WHEREAS, the City wishes to designate the SCORE jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City’s custody; and

WHEREAS, the Director of SCORE is desirous of accepting and keeping in his/her custody such inmate(s) in the SCORE jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended; and

WHEREAS, the City Council believes that it is in the best interest of the City to enter into the above-referenced Agreement with SCORE, now, therefore,

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

Section 1. The City Manager is hereby authorized to execute an Agreement between the City of Covington and SCORE for the housing of inmates in the form set forth on Exhibit “A” attached hereto.

PASSED in open and regular session on this _____ day of June, 2011.

MAYOR Margaret Harto

Attested:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

AGREEMENT FOR INMATE HOUSING -- 2012 – 2021

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **City of Covington**, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period January 1, 2012 through December 31, 2021.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE known by either 20817 17th Avenue South, 1801 South 200th Street, Des Moines, WA 98198, or any other address assigned by the City of Des Moines.

Specialty Housing – Inmates classified and held within specialty populations, either in medical housing or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return City Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. Inmate Transport. The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the city of arrest, or the city of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the [City] shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. Inmate Property. SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a [City] Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. Booking. City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

9. Classification. City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of

SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

City Inmates shall be responsible for co-payment for health services according to SCORE policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a [City] Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE

Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate’s emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate’s account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate’s account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE’s contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a “Detainer” status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers**.

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release**.

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE’s custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate’s body. Unless another agency becomes responsible for investigation, SCORE’s Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City’s communication with and receipt of reports from the other agency.

The City shall provide SCORE with written instructions regarding the disposition of the City Inmate’s body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City’s Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates’ records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE’s commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2012 - 10 year Guaranteed Rate	\$125
Number of Guaranteed Beds	Four (4).

The above referenced Guaranteed Bed Rate (the “Guaranteed Rate”) requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City’s rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City’s rate. City’s use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a City Inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City average thirty-five percent or more of its City Inmates in Specialty Housing for any month, the City will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

29. Billing and Payment. SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed for more on charges from multiple Cities will be divided equally among those Cities.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36 C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract Cities to represent the contract Cities. At the time set for election of the at-large members, only the representatives of the contract Cities, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from January 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2021 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention,

alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the [City]'s and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the City with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates;

and 3) the City has given SCORE formal written notice of final termination pursuant to this section 36(B).

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

41. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City Manager or Mayor and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after _____, 20__, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE

under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY of COVINGTON: 16720 SE 271 Suite 100
Covington, WA 98042

TO SCORE: Prior to Facility Opening:

Director
1055 South Grady Way
Renton, Washington 98057
Fax: (425) 430-7508

Once Facility is Operational:

Director

At address designated by SCORE in writing to the City

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

CITY OF COVINGTON

SOUTH CORRECTIONAL ENTITY

, City Manager

ATTEST:

, CMC, City Clerk

,

Approved as to Form:

, City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the [City] according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting City may “borrow” another contracting City’s Inmate as follows:

1. If a contracting City requests the transport of another contracting City’s Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to a city that also contracts with the SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or city of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 1. a) choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport
 2. b) be released to a family member or friend with confirmed transportation
 3. c) be released via private taxi

Agenda Item 4
Covington City Council Meeting
Date: June 21, 2011

SUBJECT: DISCUSS SELECTION OF THE COVINGTON 2011 CITIZEN AND HONORARY CITIZEN OF THE YEAR.

RECOMMENDED BY: Karla Slate, Community Relations Coordinator

ATTACHMENT (S):

1. Citizen of the Year Flyer.
2. Citizen of the Year News Release Distributed June 6, 2011.
3. Nominations for Citizen of the Year **[to be presented at the Council meeting]**.
2. Nominations for Honorary Citizen of the Year **[to be presented at the Council meeting]**.

PREPARED BY: Karla Slate, Community Relations Coordinator

EXPLANATION:

In years past, the City has recognized Citizens of the Year for their contributions to the community of Covington. The person(s) selected will be honored by the City at the July 12 Council Meeting and at the Covington Days Festival on July 16. Previous Citizens of the Year include:

1998	Dianne Heide
1999	Eric Doan, Larry Harto, Margaret Harto, and Dr. William H. Modglin, Jr.
2000	Larry Clements and Sharon Clements
2001	Gerry Crick and Don Henning
2002	Mary Pritchard
2003	Steve Delvo
2004	Pat Sullivan
2005	Rob MacDonald
2006	Lloyd Evens
2007	Kevin Holland and Meg Holland
2008	Dave Lucavish
2009	Barbara Grohe
2010	Jean Young

The City has also recognized non-residents of Covington as Honorary Citizens of the Year for their contributions to the community. Previous Honorary Citizens of the Year Include:

2001	Jim Ramseth and Pat Ramseth
2002	Katie Pagenkopf
2003	Bob Nelson
2004	Shar Wagers and Greg Wingard
2006	Sue Smith

2007 Hugh Kodama
2008 Sonia Foss
2009 Daniel Key
2010 Jim Schneider

In 2011, as in years past, promotional materials were prepared and distributed to announce that the City was accepting nominations for "Citizen of the Year". An Article was published in the Covington Reporter Newspaper and in the Scoop; information was also posted on the City's website and Facebook page and a press release was distributed. Nomination forms were available at Covington City Hall and Aquatic Center. Nominations were accepted at Covington City Hall from June 1 through June 22.

ALTERNATIVES:

- A. Re-open nomination period.
- B. Review nominations submitted and make selection of 2011 Citizen and Honorary Citizen of the Year.

FISCAL IMPACT:

None.

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

Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Honorary Citizen of the Year for 2011.

Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Citizen of the Year for 2011.

REVIEWED BY: City Manager



Do you know of someone who has been active in youth services, senior services, or some other kind of community service over the past year in Covington? Do you know of someone who should be recognized for their efforts to make our city a better place to live?

Nominate them for the annual Covington Citizen Awards!

Simply complete the nomination form below by June 22 and tell us why the nominee should receive the Covington Citizen of the Year or Honorary Citizen of the Year award. Award recipients will be notified by July 1 and will be honored at the July 12 regular City Council Meeting. Recipients will also be invited to appear in the annual Covington Days Festival Parade on Saturday, July 16.

NOMINATION FORM

Your Name: _____

Your Phone: _____

Your E-mail: _____

Nominee's Name: _____

Nominee's Phone: _____

Nominee's E-mail: _____

Covington Resident: (circle one) Yes or No

Why are you nominating this person?

Please tell us why this person deserves a Covington Citizen Award. What have they done to show they are an asset to the Covington community? (use back of form if necessary)



MEDIA INFORMATION

FOR IMMEDIATE RELEASE – June 6, 2011

Contact: Karla Slate, Community Relations Coordinator
City of Covington
253-638-1110, Ext. 2234
206-423-3709 Cell
kslate@ci.covington.wa.us



CITY ACCEPTING NOMINATIONS FOR ANNUAL CITIZEN AWARDS

Covington, Wash. – Do you know of someone who has been active in youth services, senior services, or some other kind of community service over the past year in Covington? Do you know of someone who should be recognized for their efforts to make our city a better place to live? The City of Covington is now accepting nominations for 2011 Covington Citizen and Honorary Citizen of the Year.

To nominate someone, complete a Letter of Nomination available at City Hall or on the City's Web site at www.covingtonwa.gov and complete it by Wednesday, June 22 by submitting it online or returning it to the front desk at Covington City Hall.

Award recipients will be honored at the July 12 regular Covington City Council Meeting and will appear in the annual Covington Days Festival Parade on Saturday, June 16.

Nominees for Citizen of the Year must be a Covington resident. Nominees for Honorary Citizen of the Year should be non-residents. For more information, please contact Community Relations Coordinator Karla Slate at (253) 638-1110 ext. 2234 or email kslate@covingtonwa.gov.

###

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

July 12, 2011 – City Council Regular Meeting

(Draft Agenda Attached)

Draft

As of 6/23/11

Covington: Unmatched quality of life

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



Tuesday, July 12, 2011
7:00 p.m.

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

Council will interview Covington Economic Development Council applicants beginning at 6:15 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Mid Plan Report on Committee to End Homelessness – 20 minutes (Bill Block)
- 2011 Citizen of the Year Proclamation
- 2011 Honorary Citizen of the Year Proclamation

RECEPTION FOR CITIZEN AND HONORARY CITIZEN OF THE YEAR

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 shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.**

APPROVE CONSENT AGENDA

- C-1. Approval of Minutes (Scott)
- C-2. Approval of Vouchers (Hendrickson)

NEW BUSINESS

1. Consider Appointment to Covington Economic Development Council (Council)
2. Street Lighting Memorandum of Understanding (Akramoff)
3. King County Sheriff's Office Sublease Agreement (Matheson)

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) 638-1110 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) 638-1110.