

Covington: Unmatched quality of life
CITY OF COVINGTON
CITY COUNCIL REGULAR MEETING AGENDA
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Tuesday, September 13, 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

- Mayor's Day of Concern for the Hungry Proclamation (Lila Henderson)
- Pacific Raceways Presentation – Jason Fiorito (20 minutes)

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)
- C-3. Approve Interlocal Agreement with King County for Regional Affordable Housing Program (Throm)
- C-4. Approve Interim Planning Commission Appointment (Michaud)

CONTINUED BUSINESS

- 1. Consider Public Engagement Process Charter (Matheson)

NEW BUSINESS

- 2. Consider Resolution Adopting Street Lighting Policy (Akramoff)
- 3. Consider an Ordinance Granting Covington Water District a Franchise (Akramoff)
- 4. Discuss the Grant Funding Project Agreement for Construction of Covington Community Park (Thomas)
- 5. Discuss the Grant Contract for Construction of the Soccer Field at Covington Community Park (Thomas)

COUNCIL/STAFF COMMENTS

- Future Agenda Topics

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

EXECUTIVE SESSION: If needed

ADJOURN

Any person requiring disability accommodation should contact the City of Covington at (253) 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: September 13, 2011

SUBJECT: APPROVAL OF MINUTES: AUGUST 9, 2011 CITY COUNCIL SPECIAL AND REGULAR MEETING MINUTES.

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember _____ moves, Councilmember _____ seconds, to approve the August 9, 2011 City Council Special and Regular Meeting Minutes.

**City of Covington
Special and Regular City Council Meeting Minutes
Tuesday, August 9, 2011**

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

INTERVIEWS – 6:30-7:00 P.M.:

The Council conducted interviews for openings on the Planning Commission. Applicants interviewed included Sonia Foss and Paul Max.

The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, August 9, 2011, at 7:10 p.m., with Mayor Harto presiding.

COUNCILMEMBERS PRESENT:

Margaret Harto, Mark Lanza, David Lucavish, Marlla Mhoon, Jim Scott, and Wayne Snoey.

COUNCILMEMBERS ABSENT:

Jeff Wagner.

Council Action: Councilmember Scott moved and Councilmember Snoey seconded to excuse Councilmember Wagner: Vote: 6-0. Motion carried.

STAFF PRESENT:

Derek Matheson, City Manager; Glenn Akramoff, Public Works Director; Noreen Beaufriere, Personnel Manager; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Kevin Klason, Covington Police Chief; Karla Slate, Community Relations Coordinator; Scott Thomas, Parks & Recreation Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Margaret Harto opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:

Council Action: Councilmember Mhoon moved and Councilmember Lucavish seconded to approve the Agenda. Vote: 6-0. Motion carried.

EXECUTIVE SESSION:

Pending Litigation. (RCW 42.30.110(1)(i)) from 7:12 to 7:17 p.m.

PUBLIC COMMENT:

Mayor Harto called for public comments.

Don Kitsch, Newcastle resident, ProFormance Racing School, requested Council support for operations at Pacific Raceways.

Jason Fiorito, Pacific Raceways President, 31001 144th Avenue SE, Kent, expressed concerns about King County’s recent interpretation of language affecting the Raceway’s operations and asked for Council support at the Raceways and to inform King County of the impacts the County’s interpretation will have on Covington.

Elizabeth Stoner, Property Manager for Terramar, requested an additional 15 minutes at a future Council meeting to explain why an elevated walkway on their property should not be required to be removed.

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

APPROVE CONSENT AGENDA:

C-1. Approval of Minutes: July 12, 2011 City Council Special and Regular Meeting Minutes and July 26, 2011 City Council Regular Meeting Minutes.

C-2. Approval of Vouchers: Vouchers #25571-25648, in the Amount of \$373,028.13, Dated July 13, 2011; Vouchers #25649-25715, in the Amount of \$255,199.67, Dated July 25, 2011; Paylocity Payroll Checks #1000058641-1000058651, Inclusive, Plus Employee Direct Deposits in the Amount of \$141,835.63, Dated July 8, 2011; and Covington Check #1039, Paylocity Checks #1000073836-1000073858, Inclusive, Plus Employee Director Deposits, Nationwide Forfeiture Account in the Amount of \$142,467.52, dated July 22, 2011.

C-3. Approve Covington/Maple Valley Joint Street Sweeping Agreement.

RESOLUTION NO. 11-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE FINAL PLAT OF CORNERSTONE LU06-0017/2098 FOR RECORDING.

C-4. Approve Resolution Approving Cornerstone Final Plat for Recording.

Council Action: Councilmember Lanza moved and Councilmember Mhoon seconded to approve the Consent Agenda. Vote: 6-0. Motion carried.

PUBLIC HEARING:

1. Receive Public Testimony on Proposed 2011 Comprehensive Plan Amendments.

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

Mayor Harto called for public comments for the public hearing.

There being no comments, Mayor Harto closed the public comments for the public hearing.

NEW BUSINESS:

2. Consider Appointments to the Planning Commission.

Council Action: Councilmember Lanza moved and Councilmember Mhoon seconded to appoint Sonia Foss to fill a position on the Planning Commission for an applicant residing inside or outside Covington city limits (within three-mile radius) with a term expiring August 31, 2015. Vote: 6-0. Motion carried.

Council Action: Councilmember Lanza moved and Councilmember Snoey seconded to appoint Paul Max to fill a position being vacated by Ed Pfeiffer on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2015. Vote: 6-0. Motion carried.

3. Consider Ordinance and Planning Commission Recommendation on Medical Marijuana Dispensaries and Community Gardens.

City Attorney Sara Springer gave the staff report on this item.

Councilmember provided comments and asked questions, and responses were provided.

ORDINANCE NO. 08-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, DECLARING AN EMERGENCY AND ADOPTING A TWELVE MONTH MORATORIUM WITHIN THE CITY OF COVINGTON ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MEDICAL MARIJUANA DISPENSARIES, PRODUCTION FACILITIES, PROCESSING FACILITIES, AND COLLECTIVE GARDENS; DEFINING TERMS; PROVIDING FOR A PUBLIC HEARING ON THE MORATORIUM; AUTHORIZING A WORK PLAN; AND PROVIDING FOR SEVERABILITY.

Council Action: Councilmember Snoey moved and Councilmember Mhoon seconded to adopt Ordinance No. 08-11 declaring an emergency and adopting a twelve-month moratorium on the establishment, location, operation, licensing, maintenance, or continuation of medical marijuana dispensaries, production facilities, processing facilities, and collective gardens. Vote: 6-0. Motion carried.

4. Introduction to CIP 1127 – SR 516: Jenkins Creek to 185th Avenue SE.

Public Works Director Glenn Akramoff introduced and City Engineer Don Vondran gave the staff report on this item.

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

5. Consider Sublease Agreement with King County.

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

Council Action: Councilmember Snoey moved and Councilmember Scott seconded to authorize the city manager to enter into a sublease agreement with King County in substantially the form provided. Vote: 6-0. Motion carried.

6. Discuss Multifamily Property Tax Exemption Incentive for Economic Development.

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

Councilmembers discussed this item and provided direction to staff to continue work on the program with a mixed use focus on the town center and an affordability focus in the other zones, work with Covington Economic Development Council to evaluate incentives, and bring information and options to Council at a future meeting.

COUNCIL/STAFF COMMENTS:

Councilmembers and staff discussed Future Agenda Topics and made comments.

City Attorney Sara Springer mentioned to Council that as a follow-up to the medical marijuana moratorium passed at this meeting, State law requires that the Council hold a public hearing within 60 days after the passage. That public hearing will therefore be appearing on an agenda within the next two months.

Mayor Harto asked Councilmembers if they would like to invite Pacific Raceways to give a presentation at a future meeting.

Council Action: There was Council consensus to direct staff to make arrangements with Pacific Raceways to give a presentation at a future Council meeting, to inform the larger community as to the presentation date so the community could hear the presentation and provide public comments to the Council, and to gather information on the conditional use permit and the environmental issues for Council.

Mayor Harto asked Councilmembers if they would like to invite Terramar to give further information on the elevated walkway. City Manager Derek Matheson provided an overview of this topic.

Council Action: There was Council consensus that policy stands and requested staff to continue to process this matter administratively.

PUBLIC COMMENTS:

Mayor Harto called for public comments.

Randy Mollenberg, Commercial Construction Northwest, informed Council he was the contractor that installed the elevated walkway with the intention of public safety in mind. Mr. Mollenberg mentioned it was never the intention or purpose of the walkway to be a speed bump or hump, but as a pedestrian crossing. Mr. Mollenberg also apologized for his oversight in not seeking a permit for this project.

Sonia Foss, thanked Council for her re-appointment to the Planning Commission and thanked Personnel Manager Noreen Beaufriere for the excellent Volunteer Appreciation Night.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:30 p.m.

Prepared by:

Submitted by:

Joan Michaud
Deputy City Clerk

Sharon Scott
City Clerk

Consent Agenda Item C-2

Covington City Council Meeting

Date: September 13, 2011

SUBJECT: APROVAL OF VOUCHERS.

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers #25779-25837, in the Amount of \$382,747.01, Dated August 24, 2011; Paylocity Payroll Checks #1000106917-1000106936, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,865.01, Dated August 19, 2011; and Paylocity Payroll Checks #1000127634-1000127652, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,055.65, Dated September 2, 2011.

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION: Not applicable.

ALTERNATIVES: Not applicable.

FISCAL IMPACT: Not applicable.

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment: Vouchers #25779-25837, in the Amount of \$382,747.01, Dated August 24, 2011; Paylocity Payroll Checks #1000106917-1000106936, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,865.01, Dated August 19, 2011; and Paylocity Payroll Checks #1000127634-1000127652, Inclusive, Plus Employee Direct Deposits in the Amount of \$143,055.65, Dated September 2, 2011.

August 24, 2011

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check # 25779 Through Check # 25837

In the Amount of \$382,747.01

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: 25779	Check Date: 08/24/2011			
Vendor: 0206	AFLAC			
568670	Insurance premiums; August	08/24/2011		433.17
			Check Total:	433.17
Check No: 25780	Check Date: 08/24/2011			
Vendor: 1381	Glenn Akramoff			
1381-8	Akramoff; jury duy mileage reimbursement	08/24/2011		11.86
			Check Total:	11.86
Check No: 25781	Check Date: 08/24/2011			
Vendor: 0463	Allied Waste Services			
0176-00317	Aquatics; disposal fees, 7/1-7/31/11	08/24/2011		227.71
0176-00317	Maint shop; disposal fees, 7/1-7/31/11	08/24/2011		221.69
0176-00317	Maint shop; disposal fees, 7/1-7/31/11	08/24/2011		110.85
0176-00317	Maint shop; disposal fees, 7/1-7/31/11	08/24/2011		221.70
			Check Total:	781.95
Check No: 25782	Check Date: 08/24/2011			
Vendor: 1705	Alpine Products, Inc.			
TM-117770	Paving supplies; brooms, markers, cones	08/24/2011		491.80
			Check Total:	491.80
Check No: 25783	Check Date: 08/24/2011			
Vendor: 2202	American Energy Systems			
2094	Minor housing repair; #STUD-03-11	08/24/2011		743.91
			Check Total:	743.91
Check No: 25784	Check Date: 08/24/2011			
Vendor: 2140	Amicor Construction			
2140-8	Minor housing repair; #BING-11-11	08/24/2011		1,194.60
			Check Total:	1,194.60
Check No: 25785	Check Date: 08/24/2011			
Vendor: 1534	APWA - WA State Chapter			
2011600	Gaudette; APWA Fall Conference	08/24/2011		170.00
2011600	Gaudette; APWA Fall Conference	08/24/2011		85.00
2011600	Gaudette; APWA Fall Conference	08/24/2011		170.00
2011576	Vondran; APWA Fall Conference	08/24/2011		160.00
2011576	Vondran; APWA Fall Conference	08/24/2011		240.00
2011577	Akramoff; APWA Fall Conference	08/24/2011		200.00
2011577	Akramoff; APWA Fall Conference	08/24/2011		200.00
2011610	Marchefka; APWA Fall conference	08/24/2011		160.00
2011610	Marchefka; APWA Fall conference	08/24/2011		80.00
2011599	Wesley; APWA Fall Conference	08/24/2011		400.00
2011610	Marchefka; APWA Fall conference	08/24/2011		160.00
			Check Total:	2,025.00
Check No: 25786	Check Date: 08/24/2011			
Vendor: 2033	Aquatic Specialty Services			
1009	Aquatics; pool chemicals	08/24/2011		1,312.70
1011	Aquatics; calibration/clean, July	08/24/2011		124.90
1008	Aquatics; replace solenoid	08/24/2011		176.32
			Check Total:	1,613.92
Check No: 25787	Check Date: 08/24/2011			
Vendor: 0019	AWC Employee Benefits Trust			
100315L092	Medical Insurance Premiums, September	08/24/2011		480.08
100315L092	Medical Insurance Premiums, September	08/24/2011		768.29
100315L092	Medical Insurance Premiums, September	08/24/2011		2,751.67
100315L092	Medical Insurance Premiums, September	08/24/2011		7,811.08
100315L092	Medical Insurance Premiums, September	08/24/2011		5,642.72
100315L092	Medical Insurance Premiums, September	08/24/2011		1,920.39
100315L092	Medical Insurance Premiums, September	08/24/2011		1,839.57
100315L092	Medical Insurance Premiums, September	08/24/2011		7,989.36
100315L092	Medical Insurance Premiums, September	08/24/2011		4,621.51
100315L092	Medical Insurance Premiums, September	08/24/2011		2,061.56
100315L092	Medical Insurance Premiums, September	08/24/2011		5,286.72
100315L092	Medical Insurance Premiums, September	08/24/2011		1,435.39
			Check Total:	42,608.34

				<u>Check Amount</u>
Check No: 25788	Check Date: 08/24/2011			
Vendor: 2273	Berkshire Design LLC			
8011551	Remaining deposit - LU09-0012/2118	08/24/2011		1,050.93
			Check Total:	1,050.93
Check No: 25789	Check Date: 08/24/2011			
Vendor: 2086	Best Way Concrete			
0641	Concrete	08/24/2011		504.99
			Check Total:	504.99
Check No: 25790	Check Date: 08/24/2011			
Vendor: 1676	Bravo Environmental			
532360	Street sweeping; 8/8/11	08/24/2011		412.68
			Check Total:	412.68
Check No: 25791	Check Date: 08/24/2011			
Vendor: 2136	Carbonic Systems, Inc.			
01245937	Aquatics; C02 for ph control	08/24/2011		105.15
			Check Total:	105.15
Check No: 25792	Check Date: 08/24/2011			
Vendor: 2270	CenturyLink			
6392827698	City hall; telephone, 08/08-09/08/11	08/24/2011		133.51
			Check Total:	133.51
Check No: 25793	Check Date: 08/24/2011			
Vendor: 1091	Complete Office Solutions			
733232-0	Office supplies	08/24/2011		194.07
			Check Total:	194.07
Check No: 25794	Check Date: 08/24/2011			
Vendor: 0706	Covington Retail Associates			
3562	1st floor; operating expenses, September	08/24/2011		9,398.95
3562	1st floor; building lease, September	08/24/2011		23,880.83
3567	2nd floor; operating expenses, September	08/24/2011		1,515.88
3567	2nd floor; building lease, September	08/24/2011		3,046.58
			Check Total:	37,842.24
Check No: 25795	Check Date: 08/24/2011			
Vendor: 1983	De Lage Landen Financial Svcs			
10549568	Copier lease; 8/15-9/14/11	08/24/2011		120.08
			Check Total:	120.08
Check No: 25796	Check Date: 08/24/2011			
Vendor: 1996	Facility Maintenance Contracto			
SALES01465	Maint shop; janitorial service, August	08/24/2011		49.80
SALES01465	Maint shop; janitorial service, August	08/24/2011		99.60
SALES01465	Maint shop; janitorial service, August	08/24/2011		99.60
			Check Total:	249.00
Check No: 25797	Check Date: 08/24/2011			
Vendor: 2078	Girard Resources & Recycling,			
6608	Maint shop; lawn mix	08/24/2011		4.33
6608	Maint shop; lawn mix	08/24/2011		8.67
6608	Maint shop; lawn mix	08/24/2011		8.67
			Check Total:	21.67
Check No: 25798	Check Date: 08/24/2011			
Vendor: 1271	Rob Hendrickson			
11-46	Hendrickson; 2011 flexible spending	08/24/2011		112.50
			Check Total:	112.50
Check No: 25799	Check Date: 08/24/2011			
Vendor: 1658	Hertz Equipment Rental Corp.			
25662254-0	Rental; compressor, 8/5-8/9/11	08/24/2011		188.93
25760630-0	Rental; roller, 7/26-8/4/11	08/24/2011		1,157.68
25662254-0	Rental; compressor, 7/6-8/5/11	08/24/2011		648.34
25733999-0	Rental; skidsteer/attachments, 7/12-8/11	08/24/2011		3,354.65
			Check Total:	5,349.60
Check No: 25800	Check Date: 08/24/2011			
Vendor: 1722	Honey Bucket			
1-331882	Skate park; portable toilet, 8/5-9/4/11	08/24/2011		204.75

				<u>Check Amount</u>
				Check Total:
Check No:	25801	Check Date:	08/24/2011	204.75
Vendor:	1997	HSBC Business Solutions		
1846266722	Maint shop; coffee		08/24/2011	11.55
060313	Volunteer appreciation; food, utensils		08/24/2011	54.93
1846266722	Maint shop; coffee		08/24/2011	11.55
1846266722	Maint shop; coffee		08/24/2011	5.77
1846266722	City hall; creamer, paper products		08/24/2011	218.79
				Check Total:
				302.59
Check No:	25802	Check Date:	08/24/2011	
Vendor:	1342	Integra Telecom		
8630330	City hall; telephone, 8/8-9/7/11		08/24/2011	1,346.55
				Check Total:
				1,346.55
Check No:	25803	Check Date:	08/24/2011	
Vendor:	1803	Iron Mountain		
DXU4661	Document storage; to 8/31/11		08/24/2011	242.59
				Check Total:
				242.59
Check No:	25804	Check Date:	08/24/2011	
Vendor:	0143	King County Finance		
1625012	Streets; services, 7/1-7/31/11		08/24/2011	135.58
1625012	Streets; services, 7/1-7/31/11		08/24/2011	87.81
1625013	Streets; services, 7/1-7/31/11		08/24/2011	6,580.24
				Check Total:
				6,803.63
Check No:	25805	Check Date:	08/24/2011	
Vendor:	0641	King County Sheriff's Office		
11-246	Police services; July 2011		08/24/2011	241,252.33
				Check Total:
				241,252.33
Check No:	25806	Check Date:	08/24/2011	
Vendor:	1405	Lakeside Industries		
12031052MB	Asphalt		08/24/2011	2,994.41
12031101MB	Asphalt		08/24/2011	1,982.52
				Check Total:
				4,976.93
Check No:	25807	Check Date:	08/24/2011	
Vendor:	1131	Lincoln Equipment, Inc.		
SI169601	Aquatics; replacement rim		08/24/2011	67.99
				Check Total:
				67.99
Check No:	25808	Check Date:	08/24/2011	
Vendor:	0252	Microflex		
00020135	Tax audit program		08/24/2011	35.72
				Check Total:
				35.72
Check No:	25809	Check Date:	08/24/2011	
Vendor:	1901	Modern Building Systems, Inc.		
0043649	Maint shop; building lease, 9/1-10/1/11		08/24/2011	284.53
0043649	Maint shop; building lease, 9/1-10/1/11		08/24/2011	569.06
0043649	Maint shop; building lease, 9/1-10/1/11		08/24/2011	569.07
				Check Total:
				1,422.66
Check No:	25810	Check Date:	08/24/2011	
Vendor:	1688	Mountain Mist		
054257-8	Maint Shop; bottled water, July		08/24/2011	13.99
054257-8	Maint Shop; bottled water, July		08/24/2011	7.00
054257-8	Maint Shop; bottled water, July		08/24/2011	13.99
054257-8	Aquatics; bottled water, July		08/24/2011	44.57
054257-8	City Hall; bottled water, July		08/24/2011	99.18
				Check Total:
				178.73
Check No:	25811	Check Date:	08/24/2011	
Vendor:	0305	Net Venture		
583007	Domain hosting; 8/27-11/26/11		08/24/2011	28.20
				Check Total:
				28.20
Check No:	25812	Check Date:	08/24/2011	
Vendor:	0682	Nextel Communications		
550142028-	Cellular service, 8/8-9/7/11		08/24/2011	102.96

			<u>Check Amount</u>
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	27.10
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	243.86
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	74.15
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	80.85
550142028-	Morrissey; cellular phone	08/24/2011	217.19
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	246.57
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	32.50
550142028-	Cellular service, 8/8-9/7/11	08/24/2011	78.58
Check Total:			1,103.76
Check No:	25813	Check Date: 08/24/2011	
Vendor:	0004	Office Depot	
5715463350	Park map; printing, laminating, mounting	08/24/2011	104.60
5736485770	Office supplies	08/24/2011	299.22
Check Total:			403.82
Check No:	25814	Check Date: 08/24/2011	
Vendor:	1452	Palmer Coking Coal Company	
IN024431	Friendship park; gravel	08/24/2011	37.61
IN024405	Gravel	08/24/2011	33.17
IN024431	Friendship park; sod disposal	08/24/2011	10.70
IN024405	Dirt/rock; disposal fee	08/24/2011	21.40
Check Total:			102.88
Check No:	25815	Check Date: 08/24/2011	
Vendor:	0056	Cassandra Parker	
11-47	Parker; 2011 flexible spending	08/24/2011	40.00
Check Total:			40.00
Check No:	25816	Check Date: 08/24/2011	
Vendor:	1103	Pat Patterson	
1103-8	Walk and Roll; reimburse for popcorn/gas	08/24/2011	87.26
Check Total:			87.26
Check No:	25817	Check Date: 08/24/2011	
Vendor:	0057	Petty Cash	
0057-8	Pet license overage; #8012129	08/24/2011	30.00
Check Total:			30.00
Check No:	25818	Check Date: 08/24/2011	
Vendor:	2102	PRSA - Puget Sound Chapter	
2102-8	Slate; "PR in Changing World"	08/24/2011	45.00
Check Total:			45.00
Check No:	25819	Check Date: 08/24/2011	
Vendor:	0161	Puget Sound Energy	
4077639500	Skate park; electricity, 7/6-8/3/11	08/24/2011	11.47
7042897053	Streets; electricity, 7/2-8/2/11	08/24/2011	7,748.40
7042894886	Streets; electricity, 7/6-8/3/11	08/24/2011	46.54
7042895297	Streets; electricity, 7/6-8/3/11	08/24/2011	9.92
7042898374	Streets; electricity, 7/6-8/3/11	08/24/2011	53.90
Check Total:			7,870.23
Check No:	25820	Check Date: 08/24/2011	
Vendor:	1851	Qwest Business Services	
1174767011	Aquatics; internet/loop, July	08/24/2011	475.00
Check Total:			475.00
Check No:	25821	Check Date: 08/24/2011	
Vendor:	1478	Rent Me Storage, LLC	
51155	Maint shop storage, lease, 8/22-9/22	08/24/2011	59.12
51155	Maint shop storage, lease, 8/22-9/22	08/24/2011	29.55
51155	Maint shop storage; interest, 8/22-9/22	08/24/2011	3.74
51155	Maint shop storage; interest, 8/22-9/22	08/24/2011	7.49
51155	Maint shop storage, lease, 8/22-9/22	08/24/2011	59.12
51155	Maint shop storage; interest, 8/22-9/22	08/24/2011	7.49
Check Total:			166.51
Check No:	25822	Check Date: 08/24/2011	
Vendor:	2271	Sanderson Safety Supply Co.	
1415878-01	City hall; first aid supplies	08/24/2011	74.38

				<u>Check Amount</u>
Check Total:				74.38
Check No:	25823	Check Date:	08/24/2011	
Vendor:	2272	Sellars Electric Inc.		
996	Minor housing repair; #VELA-05-11	08/24/2011		1,675.70
998	Minor housing repair; #VELA-05-11	08/24/2011		1,665.10
Check Total:				3,340.80
Check No:	25824	Check Date:	08/24/2011	
Vendor:	1905	Sharp Electronics Corporation		
C725042-70	Copier; usage, 7/14-8/15/11	08/24/2011		30.66
C725042-70	Copier; usage, 7/14-8/15/11	08/24/2011		20.44
Check Total:				51.10
Check No:	25825	Check Date:	08/24/2011	
Vendor:	2044	Karla Slate		
2044-8	Slate; PRSA conference, airfare	08/24/2011		352.80
Check Total:				352.80
Check No:	25826	Check Date:	08/24/2011	
Vendor:	0993	Soos Creek Water & Sewer Dist.		
0700-92790	Maint shop; sewer, 6/1-7/31/11	08/24/2011		41.72
0700-92790	Maint shop; sewer, 6/1-7/31/11	08/24/2011		20.86
0700-92790	Maint shop; sewer, 6/1-7/31/11	08/24/2011		41.72
Check Total:				104.30
Check No:	25827	Check Date:	08/24/2011	
Vendor:	1903	Sound Publishing, Inc.		
391511	Weekly bulletins; 7/1,7/8,7/15,7/22,7/29	08/24/2011		1,111.15
391511	Monthly full page ads	08/24/2011		4,719.75
Check Total:				5,830.90
Check No:	25828	Check Date:	08/24/2011	
Vendor:	0217	State Auditor's Office		
L89503	Audit fees; July	08/24/2011		7,181.00
Check Total:				7,181.00
Check No:	25829	Check Date:	08/24/2011	
Vendor:	1070	TerryBerry		
898720	Parrish; 5 year service award pin	08/24/2011		122.16
Check Total:				122.16
Check No:	25830	Check Date:	08/24/2011	
Vendor:	2103	US Bank Office Equip Finance		
183341395	Copier lease, 8/3-9/2/11	08/24/2011		100.54
183341395	Copier lease, 8/3-9/2/11	08/24/2011		150.82
183629153	Copier; lease	08/24/2011		101.89
Check Total:				353.25
Check No:	25831	Check Date:	08/24/2011	
Vendor:	2274	WA State Dept of Revenue		
602952840	2M Resources; MHR #BRAI-09A-11	08/24/2011		582.30
Check Total:				582.30
Check No:	25832	Check Date:	08/24/2011	
Vendor:	0242	WACE		
0242-8	Quintanar; WACE annual membership dues	08/24/2011		40.00
0242-8-1	Quintanar; WACE conference	08/24/2011		250.00
Check Total:				290.00
Check No:	25833	Check Date:	08/24/2011	
Vendor:	1421	Ward's Power Equipment		
35858	Bar wrench	08/24/2011		10.75
Check Total:				10.75
Check No:	25834	Check Date:	08/24/2011	
Vendor:	1408	Washington Workwear Stores Inc		
6570	Aquatics; lifeguard shirts	08/24/2011		456.12
6029	Parrish/Buck; caps	08/24/2011		81.62
Check Total:				537.74
Check No:	25835	Check Date:	08/24/2011	
Vendor:	0348	Wescom Communications		
20684	Subpoena for radar expert witness	08/24/2011		200.00

			<u>Check Amount</u>
Check No: 25836	Check Date: 08/24/2011		Check Total: 200.00
Vendor: 1894	Diana Ziolkowski		
1894-8	Facility monitor; 8/8, 8/14	08/24/2011	57.00
			Check Total: 57.00
Check No: 25837	Check Date: 08/24/2011		
Vendor: 2104	Zones, Inc.		
S238667901	Crucial memory	08/24/2011	470.43
			Check Total: 470.43
			Date Totals: 382,747.01
			Report Total: 0.00 382,747.01

August 19, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 08/19/11 consisting of:

PAYLOCITY CHECK # 1000106917 through PAYLOCITY CHECK # 1000106936 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$143,865.01

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: _____

08/19/11 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
100957	Regular	8/19/2011	Agnish, Ashley	172.35
100958	Regular	8/19/2011	Kirshenbaum, Kathleen	537.76
100959	Regular	8/19/2011	Lyon, Valerie	1,370.68
100960	Regular	8/19/2011	Matheson, Derek M	4,280.04
100961	Regular	8/19/2011	Mhoon, Darren S	1,242.06
100962	Regular	8/19/2011	Michaud, Joan M	1,748.01
100963	Regular	8/19/2011	Scott, Sharon G	2,159.89
100964	Regular	8/19/2011	Slate, Karla J	2,226.96
100965	Regular	8/19/2011	Van Tassel, Stacey	30.47
100966	Regular	8/19/2011	Hart, Richard	3,331.33
100967	Regular	8/19/2011	Quintanar, Louis A	1,180.06
100968	Regular	8/19/2011	Cles, Staci M	1,597.66
100969	Regular	8/19/2011	Hagen, Lindsay K	1,314.88
100970	Regular	8/19/2011	Hendrickson, Robert	3,942.37
100971	Regular	8/19/2011	Parker, Cassandra	2,204.67
100972	Regular	8/19/2011	Harto, Margaret	461.75
100973	Regular	8/19/2011	Lanza, Mark	390.90
100974	Regular	8/19/2011	Mhoon, Marlla	390.90
100975	Regular	8/19/2011	Scott, James A	415.61
100976	Regular	8/19/2011	Dalton, Jesse J	1,579.54
100977	Regular	8/19/2011	Garnett, Stuart W	944.66
100978	Regular	8/19/2011	Guest, Robert	727.81
100979	Regular	8/19/2011	Hall, Ron	1,004.52
100980	Regular	8/19/2011	Junkin, Ross D	2,462.40
100981	Regular	8/19/2011	Marchefka, Joe A	1,904.69
100982	Regular	8/19/2011	Wesley, Daniel A	2,462.89
100983	Regular	8/19/2011	Bykonen, Brian D	1,539.97
100984	Regular	8/19/2011	Christenson, Gregg R	2,528.08
100985	Regular	8/19/2011	Lyons, Salina K	2,138.82
100986	Regular	8/19/2011	Meyers, Robert L	3,032.21
100987	Regular	8/19/2011	Ogren, Nelson W	2,442.14
100988	Regular	8/19/2011	Thompson, Kelly	1,751.86
100989	Regular	8/19/2011	Morrissey, Mayson	2,426.23
100990	Regular	8/19/2011	Bahl, Rachel A	1,467.34
100991	Regular	8/19/2011	Newton, Ethan A	1,913.09
100992	Regular	8/19/2011	Patterson, Clifford	2,228.21
100993	Regular	8/19/2011	Thomas, Scott R	3,192.68
100994	Regular	8/19/2011	Akramoff, Glenn A	3,209.03
100995	Regular	8/19/2011	Bates, Shellie L	1,793.11
100996	Regular	8/19/2011	Buck, Shawn M	1,396.00
100997	Regular	8/19/2011	Parrish, Benjamin A	1,872.97
100998	Regular	8/19/2011	Vondran, Donald M	3,221.08
100999	Regular	8/19/2011	Archuleta, Alexander A	468.30
101000	Regular	8/19/2011	Campbell, Noel M	615.40
101001	Regular	8/19/2011	Carrillo, Cameron	939.45
101002	Regular	8/19/2011	Cox, Melissa	108.47
101003	Regular	8/19/2011	Evans, Kristin	675.89
101004	Regular	8/19/2011	Gehring, John T	608.67
101005	Regular	8/19/2011	Golan, Samuel	21.43
101006	Regular	8/19/2011	Halbert, Mitchell S	78.01
101007	Regular	8/19/2011	Houghton, Cassandra L	786.18
101008	Regular	8/19/2011	Kiselyov, Tatyana	137.64
101009	Regular	8/19/2011	Lusebrink, Christa	149.72

101010 Regular	8/19/2011	MacConaghy, Hailey	521.69
101011 Regular	8/19/2011	Mathison, Matthew	466.41
101012 Regular	8/19/2011	Middleton, Jordan	282.01
101013 Regular	8/19/2011	Mohr, Emily A	83.22
101014 Regular	8/19/2011	Mooney, Lynell	59.59
101015 Regular	8/19/2011	Perko, Roxanne H	140.17
101016 Regular	8/19/2011	Praggastis, Alexander	148.55
101017 Regular	8/19/2011	Reynolds, Taylor	493.71
101018 Regular	8/19/2011	Wonio, Reece	99.84
101019 Regular	8/19/2011	Beaufrere, Noreen	2,622.66
101020 Regular	8/19/2011	Throm, Victoria J	1,803.90
101031 Rev	8/24/2011	Evans, Kristin	-675.89
101032 Regular	8/24/2011	Felcyn, Adam	581.81
1000106917 Regular	8/19/2011	Lucavish, David	415.61
1000106918 Regular	8/19/2011	Snoey, Wayne	188.40
1000106919 Regular	8/19/2011	Wagner, Jeffrey	415.61
1000106920 Regular	8/19/2011	Gaudette, John J	1,383.46
1000106921 Regular	8/19/2011	Palmer, Stephen C	929.59
1000106922 Regular	8/19/2011	Carkeek, Lena	518.04
1000106923 Regular	8/19/2011	Cochran, Neil A	120.09
1000106924 Regular	8/19/2011	Eastin, Tatiana	220.69
1000106925 Regular	8/19/2011	Goldfoos, Rhyan	395.14
1000106926 Regular	8/19/2011	Hatch, Jenessa	254.21
1000106927 Regular	8/19/2011	Johansen, Andrea	184.45
1000106928 Regular	8/19/2011	Milburn, Luke	97.55
1000106929 Regular	8/19/2011	Milburn, Matthew	171.68
1000106930 Regular	8/19/2011	Panzer, Erika	821.30

Totals for Payroll Checks 80 Items 93,570.33

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101021	AGENCY	8/19/2011	ICMA Retirement Trust	14,783.08
101022	AGENCY	8/19/2011	Vantagepoint Transfer Agent-457	348.55
101023	AGENCY	8/19/2011	Paylocity Corporation	125.00
101024	AGENCY	8/19/2011	ICMA Retirement Trust	12,227.20
101025	AGENCY	8/19/2011	ICMA Retirement Trust	2,348.00
1000106931	AGENCY	8/19/2011	City of Covington	2,652.46
1000106932	AGENCY	8/19/2011	City of Covington Employee Fund	70.00
1000106933	AGENCY	8/19/2011	WASH CHILD SUPPORT	110.41
1000106934	AGENCY	8/19/2011	King County Superior Court	242.61
1000106935	AGENCY	8/19/2011	United Way of King County	18.00
1000106936	AGENCY	8/19/2011	HRA VEBA Trust Contributions	1,050.00

Totals for Third Party Checks 11 Items 33,975.31

Summary

Tax Liabilities	15,959.97
Paylocity fees	359.40

Grand Total \$ 143,865.01

September 2, 2011

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 09/02/11 consisting of:

CITY OF COVINGTON CHECK# 1042

PAYLOCITY CHECK # 1000127634 through PAYLOCITY CHECK # 1000127652 inclusive,
plus employee direct deposits

IN THE AMOUNT OF \$143,055.65

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: _____

09/02/11 Payroll Voucher

Payroll Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101036	Regular	9/2/2011	Agnish, Ashley	147.46
101037	Regular	9/2/2011	Kirshenbaum, Kathleen	756.98
101038	Regular	9/2/2011	Lyon, Valerie	1,370.68
101039	Regular	9/2/2011	Matheson, Derek M	4,280.04
101040	Regular	9/2/2011	Mhoon, Darren S	1,242.06
101041	Regular	9/2/2011	Michaud, Joan M	1,748.01
101042	Regular	9/2/2011	Scott, Sharon G	2,159.89
101043	Regular	9/2/2011	Hart, Richard	3,331.33
101044	Regular	9/2/2011	Quintanar, Louis A	1,180.06
101045	Regular	9/2/2011	Cles, Staci M	1,597.70
101046	Regular	9/2/2011	Hagen, Lindsay K	1,318.99
101047	Regular	9/2/2011	Hendrickson, Robert	3,942.37
101048	Regular	9/2/2011	Parker, Cassandra	2,204.67
101049	Regular	9/2/2011	Dalton, Jesse J	1,729.01
101050	Regular	9/2/2011	Garnett, Stuart W	898.84
101051	Regular	9/2/2011	Guest, Robert	652.66
101052	Regular	9/2/2011	Hall, Ron	1,107.59
101053	Regular	9/2/2011	Junkin, Ross D	2,462.36
101054	Regular	9/2/2011	Marchefka, Joe A	1,836.75
101055	Regular	9/2/2011	Wesley, Daniel A	2,182.17
101056	Regular	9/2/2011	Bykonen, Brian D	1,539.97
101057	Regular	9/2/2011	Christenson, Gregg R	2,528.08
101058	Regular	9/2/2011	Lyons, Salina K	2,138.82
101059	Regular	9/2/2011	Meyers, Robert L	3,032.21
101060	Regular	9/2/2011	Ogren, Nelson W	2,442.13
101061	Regular	9/2/2011	Thompson, Kelly	1,751.82
101062	Regular	9/2/2011	Morrissey, Mayson	2,447.03
101063	Regular	9/2/2011	Bahl, Rachel A	1,467.34
101064	Regular	9/2/2011	Newton, Ethan A	1,913.09
101065	Regular	9/2/2011	Patterson, Clifford	2,228.22
101066	Regular	9/2/2011	Thomas, Scott R	3,192.68
101067	Regular	9/2/2011	Akramoff, Glenn A	3,209.02
101068	Regular	9/2/2011	Bates, Shellie L	1,793.11
101069	Regular	9/2/2011	Buck, Shawn M	1,396.00
101070	Regular	9/2/2011	French, Fred	3,240.24
101071	Regular	9/2/2011	Parrish, Benjamin A	1,638.27
101072	Regular	9/2/2011	Vondran, Donald M	3,221.08
101073	Regular	9/2/2011	Archuleta, Alexander A	254.22
101074	Regular	9/2/2011	Campbell, Noel M	10.40
101075	Regular	9/2/2011	Cox, Melissa	167.18
101076	Regular	9/2/2011	Felcyn, Adam	627.91
101077	Regular	9/2/2011	Gehring, John T	26.97
101078	Regular	9/2/2011	Halbert, Mitchell S	72.80
101079	Regular	9/2/2011	Houghton, Cassandra L	810.02
101080	Regular	9/2/2011	Kiselyov, Tatyana	590.99
101081	Regular	9/2/2011	Lusebrink, Christa	119.38
101082	Regular	9/2/2011	MacConaghy, Hailey	561.35
101083	Regular	9/2/2011	Middleton, Jordan	617.48
101084	Regular	9/2/2011	Mohr, Emily A	145.61
101085	Regular	9/2/2011	Mooney, Lynell	215.32
101086	Regular	9/2/2011	Perko, John	125.88

101087 Regular	9/2/2011	Praggastis, Alexander	191.06
101088 Regular	9/2/2011	Reynolds, Taylor	523.63
101089 Regular	9/2/2011	Wonio, Reece	82.86
101090 Regular	9/2/2011	Beaufreere, Noreen	2,622.66
101091 Regular	9/2/2011	Throm, Victoria J	1,803.86
1000127634 Regular	9/2/2011	Slate, Karla J	2,120.23
1000127635 Regular	9/2/2011	Van Tassel, Stacey	47.10
1000127636 Regular	9/2/2011	Gaudette, John J	1,621.21
1000127637 Regular	9/2/2011	Palmer, Stephen C	843.23
1000127638 Regular	9/2/2011	Carkeek, Lena	523.31
1000127639 Regular	9/2/2011	Cochran, Neil A	103.16
1000127640 Regular	9/2/2011	Eastin, Tatiana	304.04
1000127641 Regular	9/2/2011	Hatch, Jenessa	756.27
1000127642 Regular	9/2/2011	Johansen, Andrea	709.94
1000127643 Regular	9/2/2011	Milburn, Luke	196.64
1000127644 Regular	9/2/2011	Panzer, Erika	276.93

Totals for Payroll Checks 67 Items 92,400.37

Third Party Checks for Account Paylocity Account

Check/Voucher	Check Type	Check Date	Employee Name	Net Amount
101092	AGENCY	9/2/2011	Vantagepoint Transfer Agent-457	348.55
101093	AGENCY	9/2/2011	Paylocity Corporation	125.00
101094	AGENCY	9/2/2011	ICMA Retirement Trust	2,123.00
1000127647	AGENCY	9/2/2011	City of Covington	2,652.46
1000127648	AGENCY	9/2/2011	City of Covington Employee Fund	70.00
1000127649	AGENCY	9/2/2011	WASH CHILD SUPPORT	110.41
1000127650	AGENCY	9/2/2011	King County Superior Court	217.56
1000127651	AGENCY	9/2/2011	United Way of King County	18.00
1000127652	AGENCY	9/2/2011	HRA VEBA Trust Contributions	1,050.00

Totals for Third Party Checks 9 Items 6,714.98

	Tax Liabilities	16,964.69
Check #1042	ICMA Retirement Trust 401a	26,817.71
	Paylocity fees	157.90

Grand Total \$ 143,055.65

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO ENTER INTO THE REGIONAL AFFORDABLE HOUSING PROGRAM (RAHP) INTERLOCAL COOPERATION AGREEMENT

RECOMMENDED BY: Human Services Commission

ATTACHMENT(S):

1. RAHP Interlocal Cooperation Agreement and RAHP Administrative Guidelines

PREPARED BY: Victoria Throm, Personnel & Human Services Analyst

EXPLANATION:

In 2002, the Washington State Legislature approved SHB 2060 to create a dedicated source of funds for low-income housing programs to supplement existing housing resources. The source of these funds is document recording fees for affordable housing governed by RCW 36.22.178. The county retains 5% to cover the cost of administration, with no additional city funds. Of the remainder, 40% is remitted to the state. The remaining funds are retained by the county and deposited into a Housing Opportunity fund allocated to affordable housing projects pursuant to the Regional Affordable Housing Program (RAHP) Interlocal Agreement between the county and suburban cities, which includes Covington. The current agreement expires in December 2011.

The RAHP guidelines allow for funding of different types of housing projects for very low-income households and include new construction, acquisition of property, and rehabilitation. Our participation in the agreement gives the opportunity for cities to leverage use of county, state, and federal dollars for affordable housing and community development purposes.

The parties to this renewal agreement have agreed to two updates: 1) to move the RAHP Agreement onto the same three-year schedule as the Community Development Block Grant/HOME Agreements and to add an automatic renewal clause to the agreement for successive three-year periods, if the parties agree that no changes are needed prior to the renewal date; and 2) to add a section regarding consortium coordination in the event of a declared disaster or emergency that displaces consortium residents from housing.

According to the RAHP Guidelines, participation in the planning process allows each city to appoint a staff person to participate in the Inter-jurisdictional Advisory Group (IAG). Victoria Throm, Personnel and Human Services Analyst, has served Covington in this capacity, reviewing projects from the South Sub-region and working with county staff to make funding recommendations to the Joint Recommendations Committee.

ALTERNATIVES: Not to participate in the Interlocal Agreement

FISCAL IMPACT: None

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

**Councilmember _____ moves, Councilmember _____
seconds to authorize the City Manager to enter into the Regional
Affordable Housing Program Interlocal Cooperation Agreement.**

REVIEWED BY: Derek Matheson, City Manager

**REGIONAL AFFORDABLE HOUSING PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

**An Agreement for the use of SHB 2060 Local Low Income
Housing Funds in King County**

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the “county”, and the City of _____, hereinafter referred to as the “city”, said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the “CPPs”, developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the “HFTF,” to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

. . . [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .

* * *

All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to

an interlocal agreement between the county and the cities within the county, consistent with countywide and local housing needs and policies ... [and in accordance with the eligible activities listed in the RCW 36.22.178].

and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the “CDBG Consortium Agreements,” and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the “HOME Consortium Agreements,” are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

“Joint Recommendations Committee” or “JRC” means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

“Interjurisdictional Advisory Committee” or “Advisory Committee” means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

“RAHP/2060 Planning Group” means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. General Agreement

The purpose of this Agreement is to establish the Regional Affordable Housing Program (“RAHP”), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities’ representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.
2. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and adopt annual RAHP fund allocations.
 - b. Review and adopt RAHP allocation policies.
 - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes). A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue. In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

- B. Administration of RAHP Programs. The King County Housing and Community Development Program (HCD) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (O&M) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

- C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

- D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.

- E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall be updated by the JRC when new data is available.

- F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.
- G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. Effective Date

This Agreement shall be effective on January 1, 2012.

V. Agreement Duration

- A. This Agreement shall extend for a three-year period, through the 2012, 2013 and 2014 calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.
- B. Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by the date set forth by the County in a letter to the city following the review process.

VI. General Matters and Recording

- A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.
- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of the county have not signed this Agreement by February 1, 2012, and by February 1st of the first year of successive three-year periods.
- C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by

the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through the U.S. Department of Housing and Urban Development) for disaster interim housing efforts.

D. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF _____

For King County Executive

By: Signature

Jackie MacLean, Director
Printed Name

Printed Name

Department of Community and Human Services

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

City Attorney

ATTEST:
CITY OF _____

City Clerk

EXHIBIT 1

King County Regional Affordable Housing Program

Administrative Guidelines

I. Introduction

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group¹ is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

¹ City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: Seattle-King County Housing Development Consortium, Impact Capital, South King County Multi-Service Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans. Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until updated through the interjurisdictional Joint Recommendations Committee (JRC).

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines may be updated through the JRC pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter “RAHP Agreement”, as needed. The RAHP/2060 Planning Group will be convened to recommend any proposed changes to the Guidelines for presentation to the JRC for adoption.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.

- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by the end of each Interlocal Cooperation Agreement period.

1. Subregional Areas:

- a. City of Seattle Subregion
- b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County²
- c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to

² Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by the end of each Interlocal Cooperation Agreement period.

The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County³. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

³ The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by the end of each Interlocal Cooperation Agreement period.

V. Use of the RAHP Funds in King County

A. RAHP Priorities

1. Top Priority:
 - Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent⁴.
2. Second Priority:
 - Operations & Maintenance (“O&M”) fund program for existing homeless housing⁵. This program provides O&M funding for existing⁶ transitional

⁴ The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

housing and transition in place⁷ units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.

3. Third Priority:

- O& M funds for existing emergency shelters and licensed overnight youth shelters.

4. Last priority:

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter⁸
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units

⁵ The O&M fund for the guidelines is set at approximately 22 percent of \$3,222,000 (the average of the RAHP collections in 2004 and 2005), which is \$700,000 per year for the four year period of the guidelines.

⁶ Existing housing is defined as housing that exists as of the date of an application for RAHP funds.

⁷ Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households⁹, including youth.
- Households at risk of homelessness.¹⁰
- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority.

This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects “eligible for the Washington State Housing Trust Fund.” For-profit entities are not eligible for the Washington State Housing Trust Fund.

⁸ RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

⁹ Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

¹⁰ Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.
- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless¹¹, or at risk of homelessness¹². Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service¹³. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

¹¹ See Note 6.

¹² See Note 7.

¹³ Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

VI. RAHP Administration

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.

Consent Agenda Item 4

Covington City Council Meeting

Date: September 13, 2011

SUBJECT: CONSIDER INTERIM APPOINTMENT TO OPENING ON THE PLANNING COMMISSION

RECOMMENDED BY: Richard Hart, Community Development Director

ATTACHMENTS: None

PREPARED BY: Joan Michaud, Deputy City Clerk

EXPLANATION:

Planning Commission – Seven Members:

- One position open for an applicant who resides inside of Covington city limits.

After extension recruitment during the last few months, one Planning Commission position remains unfilled for a person living inside the Covington city limits. Staff will continue to advertise for the open position. Jack Brooks has offered to continue to serve on the Planning Commission until December 31, 2011 or until the City Council can find his replacement.

<u>Name of Applicant</u>	<u>Inside or Outside</u>
Jack Brooks (1 st term expired 8/31/2011) (Served on Planning Commission 2009-2011)	Resides Inside Covington

NOTE: Ordinance No. 25-01 “Membership in the Planning Commission shall be limited to residents within the City; provided, however, at any given time the commission may consist of a maximum of two members who reside outside the City, but within a three-mile radius of the City limits. No member shall serve longer than two consecutive terms.”

ALTERNATIVES:

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

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

Councilmember _____ moves, Councilmember _____ seconds, to appoint Jack Brooks to fill a position on the Planning Commission for an applicant residing inside Covington city limits through December 31, 2011 or until the City Council appoints his replacement.

REVIEWED BY: Derek Matheson, City Manager
Richard Hart, Community Development Director

Agenda Item 1
Covington City Council Meeting
Date: September 13, 2011

SUBJECT: PUBLIC ENGAGEMENT PROCESS – CHARTER DISCUSSION

RECOMMENDED BY: Derek Matheson, City Manager
Rob Hendrickson, Finance Director

ATTACHMENT(S):

1. Final Draft Charter

PREPARED BY: Rob Hendrickson, Finance Director

EXPLANATION:

At the August 23, 2011 Council meeting, Council was presented with a draft charter of the public engagement process to review. Several changes were discussed and suggested revolving around the structure of the committee, the name of the committee, and the use of a facilitator.

For structure, suggestions included adding three youth representatives from each of the local high schools, restricting the committee to business owners and registered voters, and including those who live within three miles of the City limits. The charter now reflects a combination of these proposals.

The committee name should reflect the purpose of the committee with that being community priorities and budget. Given that foundation staff would like to suggest the Budget Priorities Advisory Committee or BPAC.

Staff researched the suggestion of adding a facilitator and contacted Jim Reid. Mr. Reid is familiar with the Shoreline model for public engagement and offered some insight as to the role of facilitator in the City's public engagement process. Given the level of experience of staff and having a committee chair and vice chair, he noted that a facilitator would be most useful by supporting the committee and staff by preparing the agendas, helping to summarize meetings, and other administrative functions to help save staff time. The facilitator would not take a leadership role in this capacity. For the public meetings however, a facilitator would be most helpful in bridging the gap between the committee and the public. This is the role that Mr. Reid assisted with in Shoreline. With that in mind staff suggests considering using a facilitator as a liaison to assist with public meetings. For regular meetings, staff will assess the time involvement and budget and keep the facilitator option open if needed.

ALTERNATIVES:

Request staff to further revise the charter.

FISCAL IMPACT:

Potential facilitator costs and staff time. Other expenses such as a citizen survey will be addressed during the 2012 budget process.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

**Council member _____ moves, Council member _____
seconds, to adopt the attached charter.**

REVIEWED BY: City Manager, Management Team

Budget Priorities Advisory Committee Charter

Purpose

- Educate and engage the community regarding mandated services, discretionary services, and the crucial role of the town center
 - Consider community meetings, surveys, social media, and focus groups
- Provide a report that includes:
 - City needs—both operating and capital
 - The community’s priorities—both operating and capital—within existing revenue
 - The community’s priorities for new revenue
 - The community’s willingness to support new revenue
 - The community’s preferred sources of new revenue
 - Recommendations
 - Include election date(s), if applicable

Structure

- 13 – 15 members
 - Significant representation of civic leaders, local business owners, and registered voters.
 - May include city advisory commission members but must not include City Council members or City staff
 - Shall include one youth representative from each local high school
- Staff will seek nominations from City Council members, city advisory commission members, city staff, chamber of commerce, service clubs, and the community at-large
- Staff will propose members that represent a wide variety of people and viewpoints, including advocates and skeptics
- Council will consider staff’s recommendations and appoint the committee
- The committee chair will be selected by the Council
- The committee will designate a different member as vice chair

- Vacancies may be filled in like manner
- The city's finance director will serve as liaison between the committee and staff
- The city community relations coordinator will assist as applicable
- City Councilmembers and city staff will not attempt to influence committee recommendations
- The committee will sunset upon issuance of a final report (December 31, 2012), but no later than June 30, 2013, if Council chooses to extend the committee's sunset date

Duties

- Meet no less than once per month
- Abide by the Open Public Meetings Act
- Make decisions by consensus
 - Make decision by majority vote only when consensus is not possible
- Keep the community informed
 - Use common language, not government jargon
 - Consider the website, newspaper, newsletter, Facebook, etc.
- Use limited staff time efficiently i.e. focus on activities with a high return on investment
- Submit decisions cards for the 2014 budget process as applicable (no later than July 2013). If a ballot issue is recommended the timeframe may be earlier depending on the election date chosen.
- Give a verbal report to Council each month during Commission Reports as applicable
- Prepare a draft report for public review and comment
- Submit a final report to Council
 - Include minority reports as applicable

SUBJECT: CONSIDER A RESOLUTION PROVIDING FOR POLICY DIRECTION ON STREET LIGHTS.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Resolution on Street Lights Policy

PREPARED BY: Glenn Akramoff, Public Works Director

EXPLANATION:

At the July 12th City Council meeting staff presented the impact that street lighting costs are causing on the City's Street Fund. Staff also presented the three current requests for the City to take on the maintenance of certain neighborhood street lights.

The City currently pays for its street lights through the Street Fund. The Street Fund pays for the operation and maintenance of the right-of-way including street lights, traffic signals, street repairs, sidewalks and landscape maintenance. The City's electricity bill, of which 85% is attributable to street lights, is currently about 12% of the Street Fund budget. The City is paying the electricity bill on approximately 40% of the street lights within the City. In the last four years the City's electric bill has more than doubled due to an increase in lighting throughout the City as well as power rate increases.

City Council gave staff the direction to create a resolution for its consideration outlining a policy on street lighting which specifies that:

- The City will pay for the power and maintenance of street lights on the main arterial streets and all new City capital projects not within a neighborhood.
- The City will not provide resources toward neighborhood street lighting. Neighborhoods must utilize the options that currently are provided by homeowner's associations and utility districts to maintain street lights.

A resolution is attached for consideration further outlining the policy.

ALTERNATIVES:

Not pass the resolution and give staff further direction on street lighting.

FISCAL IMPACT:

Street Fund impacts will include capital projects and rate increases for current inventory only.

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

**Councilmember _____ moves, Councilmember _____
seconds, to pass a resolution providing for a street light policy.**

REVIEWED BY: City Manager; City Attorney, Finance Director

RESOLUTION NO. 11-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COVINGTON, KING COUNTY, WASHINGTON,
ADOPTING A STREET LIGHT POLICY.**

WHEREAS, the Covington City Council desires to provide street light services on main arterials and areas of dense concentration of commercial and multi-family development for traffic and pedestrian safety; and

WHEREAS, the City Council recognizes that the City has limited resources to provide for the power and maintenance of street lighting outside of the above referenced areas; and

WHEREAS, the power and maintenance of street lighting on neighborhood streets may be privately provided through other means such as homeowner's associations and utility districts; and

WHEREAS, the City Council desires to state a clear street lighting policy to protect City resources and provide clear direction to staff and citizens regarding street lighting; now, therefore,

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

Section 1. Arterials. The Covington City Council hereby sets forth a policy that the City will provide for the power and maintenance of street lights on main arterial streets within Covington. The following streets are deemed to be a main arterial as provided for in this policy:

- SE 272nd Street (SR 516)
- SE Wax Road
- SE 256th Street
- SE 26nd Street
- Covington Way SE
- SE 240th Street
- 156th Ave SE
- 160th Ave SE
- 164th Ave SE
- 180th Ave SE
- 165th/168th Place SE

The City reserves the right to modify this list if a street function changes to a higher or lower capacity.

Section 2. New Capital Projects. The Council also hereby states a policy that the City will provide for the power and maintenance of street lighting for all new capital projects completed by the City that are not located within a neighborhood.

Section 3. Existing Agreements. The Council hereby recognizes that the City currently pays for the operation and maintenance of some neighborhood street lights according to prior agreements and will continue to honor those agreements according to the terms thereof.

Section 4. Funding. The Council states its intent that costs associated with the ongoing power and maintenance of street lighting pursuant to the policies set forth in Sections 1 - 3 herein be funded by the Street Fund.

Section 5. Neighborhoods. The Council hereby states a policy that the City will not provide for the power and maintenance of street lights within neighborhoods (except for those identified in Section 3 herein). The Council does recognize the need to provide information to citizens on options for privately powering and maintaining street lights within their neighborhoods. The following options have been identified by the City as methods for individuals or homeowner's associations to privately operate and maintain non-arterial street lighting (street lighting not operated and maintained by the City):

1. Utility districts may bill homeowners through their utility bills and pay Puget Sound Energy (PSE) (the provider of the electricity) directly. Covington Water District, Soos Creek Water and Sewer District, and King County Water District #111 all have the authority to provide this service in Covington.
2. Homeowners may pay for the power and maintenance of street lights in their neighborhood through their homeowner's association.
3. Puget Sound Energy may bill an entire street light to one individual.

PASSED in open and regular session on this 13th day of September, 2011.

MARGARET HARTO, MAYOR

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Agenda Item 3

Covington City Council Meeting

Date: September 13, 2011

SUBJECT: CONSIDER AN ORDINANCE GRANTING COVINGTON WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON.

RECOMMENDED BY: Derek Matheson, City Manager

ATTACHMENT(S):

1. Proposed Franchise Ordinance between City of Covington and Covington Water District

PREPARED BY: Glenn Akramoff, Public Works Director
Sara Springer, City Attorney

EXPLANATION:

In October 2006, the City of Covington granted a franchise agreement to the Covington Water District to operate a water distribution system within the City right-of-way. The term of that agreement was five years and will end in October 2011.

In early 2011, the Covington Water District and City staff began discussions and review of a new agreement. While there have been no issues with the relationship between Covington Water District and the City of Covington as to the operations of the water utility in the public rights-of-way it was agreed to update the format for clarity and make some changes to how the franchise agreement will be implemented.

The major changes to the franchise include:

Section 1. (g) Types of Work: The work has been divided into three classes of work: Class A (daily operation activities) which requires no permit; Class B (regular scheduled maintenance and repair activities) which requires a minor permit; and Class C (repair and capital projects) which requires full City permits to undertake the task.

Section 4. Relocation of Facilities: Specifying coordination on projects, information sharing on perspective projects and cost sharing for relocation of facilities.

Section 9. Franchise Term: Increasing the franchise term from five to ten years (end date November 30, 2021) and providing a provision for automatic renewal for additional 10 years if mutually agreed upon.

The pending outcome of the *Lane v. Seattle* case will be addressed at the time of the court ruling by both parties. The *Lane* case is the pending litigation that implies that cities are required to provide and pay for the part of the water system that is for fire suppression.

ALTERNATIVES:

Not approve the ordinance and instruct staff to further negotiate with Covington Water District.

FISCAL IMPACT:

None - Franchise fees will not be assessed as they were not in the last agreement. This is consistent with general practice in the industry as it is rare for Cities to charge Utility Districts franchise fees. In the agreement the City does reserve the right to assess them in the future.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

REVIEWED BY: City Manager; City Attorney, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COVINGTON GRANTING COVINGTON WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF COVINGTON, WASHINGTON, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, Covington Water District, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Covington, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way (ROW) as hereinafter defined; and

WHEREAS, RCW 57.08.005(3) and (5) authorize the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water and sewer facilities; and

WHEREAS, the City and the District have drafted a Franchise Agreement to provide for the operation of District Facilities within the City right-of-way;

NOW THEREFORE, the City Council of the City of Covington do ordain as follows:

Section 1. Definitions. Where used in this franchise (the "Franchise") these terms have the following meanings:

(a) "City" means the City of Covington, a Washington Municipal Corporation, and its respective successors and assigns.

(b) "District" means the Covington Water District, a Washington special purpose Municipal Corporation, and its respective successors and assigns.

(c) "Franchise Area" means any, every and all of the roads, streets, avenues, alleys, highways and rights-of-way of the City as now laid out, platted, dedicated or improved in District's service area within the present corporate boundaries of the City, and as such corporate boundaries may be extended within District's service area by annexation or otherwise.

(d) "Facilities" means tanks, meters, pipes, mains, services, valves, blow-offs, vaults, fire hydrants, risers, manholes, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lift stations, lines, and all other necessary or convenient facilities and appurtenances thereto, whether the same be located over or under ground.

(e) "Ordinance" means this Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

(f) "Revenue" means income derived by the District from the sale of metered water to customers whose connections to the District's water system are located within the City. Revenue shall not include: late fees; impact or mitigation fees; any type of connection charges, general facilities charges, or local facilities charges; grants; contributed assets (CIAC); loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

(g) Types of Work: Class A, B or C:

"Class A work" means work that has little or no effect on the ROW. Examples of Class A work include accessing existing manholes, hand holes and vaults, repairing or maintaining hydrants while breaking four (4) square feet or less of pavement, raising valves, trimming trees, providing cathodic protection, replacing above-ground meters, and installing water sampling stations. A permit is not needed for Class A work.

"Class B work" means work that has a moderate effect on the ROW. Examples of Class B work include making an initial pavement cut of between four (4) and fifteen (15) square feet, removing two (2) or fewer panels of sidewalk and associated curb and gutter, trenching the ROW for twenty-five (25) linear feet or less outside the paved area, installing short side utility services while disturbing between four (4) and fifteen (15) square feet of pavement, pushing under a road for pipe-bursting / pipe replacement work, and installing underground vaults. The permit requirements, if any, for Class B work shall be determined by the City on a case-by-case basis. Any Class B work requiring traffic control or inspection shall require a permit. A programmatic permit may be issued by the City for low-impact and routine Class B work including, but not limited to, flushing.

"Class C work" means work that has a major impact on the ROW. Examples of Class C work includes constructing any capital related work, installation of 100 linear feet or more of underground utility piping within the ROW or attaching to any bridge structure, and constructing a main line or any open cut road crossing. A permit is always necessary for Class C work.

Any work to be performed on SE 272nd (Kent Kangley Road) shall be classified only as either Class B or Class C work.

Section 2. Franchise.

A. Facilities within Franchise Area. The City does hereby grant to District the right, privilege, authority and franchise to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across the Franchise Area for purposes of its water utility functions as defined in Title 57 RCW beginning on the Effective Date of this Ordinance.

B. Maintenance of Facilities within Franchise Area. The City does hereby grant to District the right, privilege, authority and franchise to maintain and operate its facilities located in, upon, over,

under, along, through and across the Franchise Area. Activities may include, but not be limited, to flushing, hydrant exercise and other non-contractor maintenance work. This type of work shall be considered Class B work pursuant to Section 1(g).

C. **Permission Required to Enter Onto Other City Property.** Nothing contained in this Ordinance is to be construed as granting permission to District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

D. **Compliance with Laws and Regulations.** At all times during the term of this Franchise, District shall fully comply with all applicable federal, state, and local laws and regulations.

E. **Exclusive Operation of Water System.** The City hereby grants the District the exclusive right to operate a water system.

Section 3. Non-interference of Facilities.

A. District's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Nothing herein shall preclude District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided District receives prior City approval, which shall not be unreasonably withheld.

B. Whenever it is necessary for District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards and at least to the same condition existing prior to any such excavation, installation, construction, relocation, maintenance or repair. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

If it is determined that the District has failed to restore the right-of-way in accordance with this Section, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

Section 4. Relocation of Facilities.

A. Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of storm drainage lines, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvements (for purposes other than those described in Section 4(B) below) and such project requires the relocation of District's then existing Facilities within the Franchise Area, the City shall:

- (1) Pursuant to RCW 35.21.905, or as amended, consult with District in the predesign phase of any such project in order to coordinate the project's design with District Facilities within such project's area; and
- (2) Provide District, at least one hundred eighty (180) days prior to the commencement of such project, written notice that a project is expected to require relocation; and
- (3) Provide District with reasonably accurate and specific plans and specifications for such grading, widening, or construction and a proposed new location within the Franchise Area for District's Facilities.
- (4) Provide information to the District regarding street overlay projects for the opportunity to adjust valves located or to adjust valves that are deemed a traffic issue by the City. Valve adjustment is considered Class B work and a permit is not normally required, unless the project is part of a larger road repair or construction job. The permit will be obtained by the entity serving as the lead agency for the project.
- (5) Enter an Interlocal Agreement with the District for the coordination and allocation of costs of work accomplished through competitive bidding when it is deemed efficient and cost effective for citizens and ratepayers of the two municipalities to complete construction work under one contract.

After receipt of such notice and such plans and specifications, District shall relocate such Facilities within the Franchise Area so as to accommodate such street and utility improvement project; provided, however, District may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations. The City shall within a reasonable time evaluate such alternatives and advise District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, District shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City ultimately reasonably determines that there is no other reasonable or feasible alternative, then District shall relocate its Facilities as otherwise provided in this Section 4. The City shall cooperate with District to designate a substitute location for its Facilities within the Franchise Area. City will establish a date by which Facilities will be relocated, which date will be not less than one hundred twenty (120) days after written notice to District as to the facility to be relocated. District must finish relocation of each such Facility by the date so established. The cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:

- (I) if the relocation occurs within six (6) years after District initially constructed such Facility, then the relocation shall be at the City's sole cost, except as otherwise provided below relating to phased projects;
- (II) if the relocation occurs more than six (6) years but within ten (10) years after District initially constructed such Facility, then the City shall pay fifty percent (50%) of the cost of such relocation and District shall pay the remaining fifty percent (50%); and
- (III) if the relocation occurs more than ten (10) years after District initially constructed such Facility, then the relocation shall be at District's sole cost.

- (IV) For the purpose of planning, District and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

The City and District agree that phased projects require special treatment in order to avoid potential inequities in the assignment of relocation costs when Facilities installed as part of a planned phased project need to be relocated within the 6-year period described in subparagraph (I) above. In situations where a subsequent phase of a project requires a modification to Facilities constructed during an earlier phase of the same project within the referenced 6-year period, the parties agree that the City shall not be responsible for relocation costs associated with modifications to, or replacements of, the first forty (40) feet of water pipe (i.e., two lengths of standard length pipe) that were installed in an earlier phase of the project. The City and District acknowledge that this special rule relating to phased projects will help facilitate the efficient planning and implementation of phased projects.

B. Whenever any person or entity, other than the City, requires the relocation of District's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of District's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then District shall have the right as a condition of such relocation to require such person or entity to:

- (1) make payment to District at a time and upon terms acceptable to District for any and all costs and expense incurred by District in the relocation of District's Facilities; and
- (2) protect, defend, indemnify and save District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District's Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District's Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District's Facilities.

C. This Section 4 shall govern all relocations of District's Facilities required in accordance with this Franchise. Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not in the Franchise Area shall be borne by the City, provided the City obtains the District's prior consent to such location or relocation.

D. District recognizes the need for the City to maintain adequate width for installation and maintenance of City owned utilities such as, but not limited to, sanitary sewer, water, storm drainage and telecommunication facilities. Thus, the City reserves the right to maintain reasonable clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, District shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods, which maintain and/or enhance the existing clear zones.

E. For the purpose of this Section 4, a project or improvement is considered to be caused by the City (as described in 4(A) above) if it is permitted by the City and either of the following conditions exist:

- (1) the City is lead agency for the project or improvement, and

- (2) the City is responsible for over 50% of the overall costs of said improvement or project, which 50%, if applicable, includes any grant money received from another entity for the project.

Section 5. Planning Coordination.

A. Growth Management. The parties agree to participate in the development of, and reasonable updates to, the other party's planning documents as follows:

1. For District's service area within the City limits, District will participate in a cooperative effort with the City to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

2. District will participate in a cooperative effort with the City to ensure that the Utilities Element of City's Comprehensive Plan is accurate as it relates to District's operations and is updated to ensure continued relevance at reasonable intervals.

3. District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the City within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession.

4. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of its Comprehensive Water Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

B. System Development Information. District and City shall each assign a representative whose responsibility shall be to coordinate planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include:

1. By February 1st of each year, District shall provide the City with a schedule of its planned capital improvements which may affect the right-of-way for that year.

2. By February 1st of each year, City shall provide the District with a schedule of its planned capital improvements which may affect the right-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other right-of-way activities that could affect District capital improvements and infrastructure.

3. District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

4. All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

5. The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.

6. Without charge to either party, both parties agree to provide each other with as-built plans, maps and records that show the vertical and horizontal location of its facilities within right-of-

way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). Maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City or the District, and upon request, in hard copy plan form used by City or District.

Section 6. Indemnification.

A. District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of District or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns; provided further, this indemnity provision shall not be construed to be a waiver of any legal obligation or duty District may have to charge the City and any legal obligation or duty the City may have to pay for the cost of fire hydrants and related fire suppression services and facilities provided by District within the Franchise Area, nor shall this indemnity provision be construed to be a waiver of any legal obligation or duty District may have to charge the City for any services District may provide the City which are determined in the future to be a governmental function which the City should provide or pay for.

B. City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, servants, employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise or in exercising the rights granted City in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part to the other party, the party shall promptly notify the other party thereof, and the party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. City hereby releases and agrees to indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, costs, judgments, awards or liability to any person arising from District's compliance with this Franchise.

E. City hereby releases and agrees to indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, costs, judgments, awards or liability to any person arising from City's decision to issue development permits based on accurate information on fire flow and water availability provided by District or the City's enforcement of the International Fire Code.

F. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, 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 City and District, their officers,

employees and agents, District's liability hereunder shall be only to the extent of District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Section 7. Default. If District shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon District a written order to so comply within thirty (30) days from the date such order is received by District. If District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which District will have an opportunity to be heard) on the impending ordinance is given to District, declare an immediate forfeiture of this Franchise, provided, however, if any material failure to comply with this Franchise by District cannot be corrected with due diligence within said thirty (30) day period (District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which District may so comply shall be extended for such time as may be reasonably necessary and so long as District commences promptly and diligently to effect such compliance), provided good faith dispute does not exist concerning such compliance.

In addition to other remedies provided herein, if District is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.

Section 8. Non-exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term. Subject to the provisions of Section 10 and 11 below, this Franchise is and shall remain in full force and effect from its Effective Date as defined in Section 26 herein until November 30, 2021, and on November 30 every ten (10) years thereafter, the term shall automatically be extended for an additional ten (10) years, unless either District or the City gives the other party written notice of non-renewal prior to any such renewal date, in which case this Franchise shall terminate ten (10) years after such renewal date; however, District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the passage date of the Ordinance referred to in Section 28 herein, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 10. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable City ordinances and codes, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without District's written approval. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Pre-approved Plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

B. In the event that any territory served by District is annexed to the City after the effective date of this Franchise, this franchise agreement shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this franchise agreement for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 11. Location of Facilities and Equipment. With the exception of components that are traditionally installed above ground such as fire hydrants, blow-offs, vault lids, risers, manhole covers, generators, electrical control panels, power meters, telephone connections, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's Land Use Code and applicable development pre-approved plans.

Section 12. Record of Installations and Service. With respect to excavations by District and the City within the Franchise Area, District and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its Facilities located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the precise location of any Facilities placed by District in any street, alley, avenue, highway, easement, etc., shall be made available to the City within ten (10) working days of request.

Section 13. Shared Use of Excavations. District and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

If at any time, or from time to time, either District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

- (a) no statutes, laws, regulations or ordinances prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;

(b) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;

(c) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right to not allow open trenching for five (5) years following a street overlay or improvement project. District shall be given written notice at least one hundred eighty (180) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

The City reserves the right to require District to joint trench with other facilities if both parties are anticipating trenching within the same portion of the Franchise Area and provided that the terms of (a), (b) and (c) above are met.

Section 14. Insurance. District shall maintain in full force and effect throughout the term of this Franchise, a minimum of One Million Dollars (\$ 1,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by District for the purpose of complying with the requirements of this Section.

Section 15. Vacation of Franchise Area. If the City determines to vacate any right-of-way which is part of the Franchise Area where District Facilities are located or maintained, any ordinance vacating such right-of-way shall provide and condition such vacation on District obtaining at no cost to District a perpetual easement in such vacated right-of-way for the construction, operation, maintenance, repair and replacement of its facilities located and to be located in such vacated right-of-way.

Section 16. Assignment. All of the provisions, conditions, and requirements herein contained shall be binding upon District, and no right, privilege, license or authorization granted to District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 RCW water-sewer district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

Section 17. Notice. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by facsimile transmission with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by facsimile transmission, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To City: City Clerk
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
253-638-1110

To District : General Manager
Covington Water District
18631 SE 300th Place
Covington, WA 98042
253-631-0565

With copy to: General Counsel
Inslee, Best, Doezie & Ryder, PS
Symetra Financial Center
Suite 1900
777 - 108th Avenue N.E.
Bellevue, WA 98009

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

Section 18. Severability. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 19. Non-Waiver. The failure of either party to enforce any breach or violation by the other party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 20. Alternate Dispute Resolution. If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed upon between the parties or determined herein, the cost of that process shall be shared equally.

Section 21. Governing Law/Venue. This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in King County Superior Court, King County, Washington.

Section 22. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 23. Amendment. This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 6 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with

the exercise (or failure to exercise) by District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(a) references this Franchise; and

(b) states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with subsections (a) and (b) referenced immediately above, the provisions of this Franchise shall control.

Section 24. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District as set forth in this ordinance. District shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District by this ordinance.

Section 25. District Acceptance of Franchise. District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

Section 26. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

Section 27. Superseding Clause. This ordinance supersedes any and all other franchise agreements, ordinances, and/or resolutions between the City and District.

Passed by the City Council on the 13th day of September, 2011.

Mayor Margaret Harto

PUBLISHED:
EFFECTIVE:

ATTESTED:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

UNCONDITIONAL ACCEPTANCE OF CITY FRANCHISE

I, the undersigned official of Covington Water District, am authorized to bind Covington Water District and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by Covington Water District.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2011.

By: _____

Name: _____

Title: _____

Witness: _____

Name: _____

Agenda Item 4

Covington City Council Meeting

Date: September 13, 2011

SUBJECT: DISCUSS AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT FUNDING PROJECT AGREEMENT FOR CONSTRUCTION OF COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Proposed WWRP Project Agreement.

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

In May 2010 the City Council authorized staff to apply for grants to fund construction of phase one of Covington Community Park. The application to the Washington State Recreation and Conservation Office (RCO) in the Washington Wildlife and Recreation Program (WWRP) was highly ranked and subsequently funded by the State Legislature. Approving this motion authorizes the City Manager to sign the Project Agreement, thus providing \$500,000 toward the construction cost of the park, and also creating significant obligations.

In signing this agreement the city is committing to build and maintain the park and accept certain perpetual obligations. The project description in the agreement states that the project is to construct a community park that meets the high priority recreation needs of a young and growing community by expanding the trail system, adding a multi-purpose sports field and providing a location for community events. The project also includes associated road improvements, parking and ADA compliant portable toilets.

This contract creates ongoing obligations in perpetuity. The agreement stipulates that project facilities, such as the soccer field, trails and parking lot cannot be converted to other uses during their normal operating life. We are required to maintain the facilities in a safe condition throughout their life to prevent undue deterioration and so they appear attractive and inviting to the public. We must also construct in compliance with all state and federal codes, such as the Americans with Disabilities Act and the International Building Code.

The property and facilities must be available to the general public without reservation at reasonable hours and times of the year, according to the type of area or facility. As such, we can schedule the soccer field on a reservation basis. Fees can be charged, to use the soccer field for example, however revenue can only be used to offset the capital or operating cost of this project or for a similar facility. We are allowed to charge differential fees based on residency.

The timeline for the project is to complete design and bid specifications by the end of this year, bid the project in the winter of 2012, with construction completed by fall 2012. The park outside the construction zone will remain open during construction. When construction is completed the

entire park will reopen, except the soccer field will remain closed until summer 2013 to allow the grass roots time to get established.

Construction of new facilities, such as the soccer field, trails and parking lot, create a significant new ongoing need for maintenance in perpetuity. The ongoing cost for maintenance is projected to be \$137,000 per year. This amount of work can't be absorbed by existing maintenance staff, and due to declining city revenues we do not currently have sufficient revenue in the Parks Fund to absorb this new expense. The declining city revenues have also created a gap in the money in the parks CIP that the city needs to match the grant funds. While the grant picture is becoming clearer, we are still working to identify funds for capital and maintenance. Before the project can proceed, it will be necessary to close the gap in capital and to identify a new ongoing source of revenue to the Parks Fund to cover the cost of maintenance. The capital budget, the maintenance cost estimate, and possible sources of additional funding will be discussed in detail during the budget process.

ALTERNATIVES:

1. Authorize the City Manager to execute the contract at this time. If capital and maintenance funding are not approved as part of the budget we will need to terminate this contract. Terminating the contract will have a negative effect on future grant applications.
2. Authorize the City Manager to execute the contract after the budget process. Delaying execution of this contract until late November or December is low performance from the granting agency's point of view and leaves the funding vulnerable to be re-appropriated.
3. Do not authorize the City Manager to execute the contract. The WWRP grant is a necessary component of construction funding for Covington Community Park. If the Project Agreement is not approved, the city cannot proceed with construction.

FISCAL IMPACT:

Revenue from the grant is \$500,000. The total project cost listed in the grant contract is \$1,583,766. Additional city funds, along with grant funds such as King County Youth Sports Facility Grants (YSFG), King Conservation District (KCD) and the Washington State Department of Commerce, will also be utilized on this project.

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

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

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



**WWRP Project Agreement
Outdoor Recreation Account**

Project Sponsor: Covington City of

Project Number: 10-1346D

Project Title: Covington Community Park Sports Field and Trails

Approval Date: 6/22/2011

A. PARTIES OF THE AGREEMENT

This project grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Covington (sponsor), 16720 SE 271st St Ste 100, Covington, WA 98042 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The City of Covington will use this grant to construct a community park, located within the City of Covington. This project meets the high priority recreation needs of a young and growing community by expanding the trail system, adding a multi-purpose sports field, and providing a location for community events. This project will allow the City to develop a multi-purpose sports field, provide parking, trail development and provide two ADA portable toilets. The primary recreation opportunity provided by this project will be for general outdoor recreation.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on July 15, 2011 and end on June 30, 2013. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement or specifically provided for by RCFB and/or SRFB policy or WAC.

Requests for time extensions are to be made at least 60 days before the Agreement end date. If the request is made after the Agreement end date, the time extension will be denied.

The sponsor has obligations beyond this period of performance as described in Section E.

E. ON-GOING OBLIGATION

For development projects the project sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this project agreement unless otherwise identified in the agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see section 23) that all areas developed with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$500,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
RCFB - WWRP - Local Parks	31.57%	\$500,000.00
Project Sponsor	68.43%	\$1,083,766.00
Total Project Cost	100.00%	\$1,583,766.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, eligible scope activities, project milestones, and the Standard Terms and Conditions of the project Agreement, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such amendment/deletions must be signed by both parties except the RCO director may unilaterally make amendments to extend the period of performance. Period of performance extensions need only be signed by RCO's director or designee.

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Covington City of

Project Number: 10-1346D

Project Title: Covington Community Park Sports Field and Trails

Approval Date: 6/22/2011

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

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

acquisition - The purchase of fee or less than fee interests in real property. These interests include, but are not limited to, options, right of first refusal, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement - The accord accepted by all parties to the present transaction; this Agreement, any supplemental Agreements, any amendments to this Agreement and any intergovernmental Agreements.

applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding Board.

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

asset - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.

cognizant or oversight agency - Federal agency responsible for ensuring compliance with federal audit requirements.

contractor - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate Agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier.

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

development - The construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation, salmon recovery or habitat conservation resources.

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

elements, items and worktypes - Components of the funded project as provided in the project description.

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

grantee - The organizational entity or individual to which a grant (or cooperative agreement) is awarded and signatory to the Agreement which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.

landowner agreement - A landowner agreement is required between a SRFB project sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

lower tier participant - refers to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor funded by RCO.

milestone - An important event with a defined deadline for an activity related to implementation of a funded project.

period of performance - The time period specified in the Agreement, under Section D, period of performance.

project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

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

reimbursement - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation - The activities intended to improve an existing site or structure in order to increase its service life or functions. This does not include maintenance activities.

restoration - Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.

sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.

subgrantee - The term subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor, and secondary sponsor where applicable, shall undertake the project as described in this Agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

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

SECTION 3. ASSIGNMENT

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

SECTION 4. RESPONSIBILITY FOR PROJECT

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

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by the law, the sponsor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the sponsor's or any contractor's performance or failure to perform the Agreement. Sponsor's obligation to indemnify, defend and hold harmless also includes any claim by sponsor's agents, employees, representatives or any contractor or its employees. Sponsor's obligation to defend includes payment of any costs or attorneys' fees.

Sponsor's obligation shall not include such claims that may be caused by the sole negligence of RCO, its officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) RCO, its agents or employees and (b) the sponsor, its contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the sponsor or its contractors, agents, or employees. The sponsor expressly agrees to waive his/her immunity under Title 51 RCW (as to the State, and its agencies but not as to any employee, worker or third party) to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

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

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

SECTION 7. CONFLICT OF INTEREST

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

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

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
1. The percentage of the total costs of the project that is financed with federal money ;
 2. The dollar amount of federal funds for the project; and
 3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources .

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

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

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

Endangered Species

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

Nondiscrimination Laws

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

Wages and Job Safety

The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees to pay the prevailing wage rate to all workers, laborers, or mechanics employed in the performance of any part of this contract if state law applies to the lands in question and the prevailing wage law applies to the work being performed. The Washington State Department of Labor and Industries should be consulted to determine whether prevailing wage laws apply. Further the sponsor agrees to comply with the provisions of the Davis-Bacon Act as required, and any other applicable federal laws.

Archaeological and Cultural Resources

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

Restrictions on Grant Use

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

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

SECTION 10. HAZARDOUS SUBSTANCES

- A. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in Chapter 70.105D.020 (11) RCW, and certify:
 - 1. No hazardous substances were found on the site, or
 - 2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- B. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- C. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

SECTION 11. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 17(C) below. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to records and data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 12. TREATMENT OF ASSETS

- A. Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.

SECTION 13. RIGHT OF INSPECTION

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

If a landowner Agreement or other form of control and tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

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

SECTION 15. DEBARMENT CERTIFICATION

A. For Federally Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Services Administration's Excluded from Federal Procurement or Non-procurement Programs" at <http://www.epis.gov>,

The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

B. For State Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list at <http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>

SECTION 16. PROJECT FUNDING

- A. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- B. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the period of performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 17. PROJECT REIMBURSEMENTS

- A. This contract is administered on a reimbursement basis. The sponsors may only request reimbursement after eligible and allowable costs have already been paid by the sponsor and remitted to their vendors. RCO will then reimburse the sponsor for those costs based upon RCO's percentage as defined in Section F of the Project Agreement of the amount billed to RCO. RCO does not reimburse for donations which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- C. Compliance and Retainage. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents are complete and submitted to RCO;
 - 5. A final reimbursement request is submitted to RCO;
 - 6. The completed project has been accepted by RCO;
 - 7. Final amendments have been processed; and
 - 8. Fiscal transactions are complete.
 - 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- D. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 19. RECOVERY OF PAYMENTS

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

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

SECTION 20. COVENANT AGAINST CONTINGENT FEES

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

SECTION 21. PROVISIONS APPLYING TO DEVELOPMENT, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for development, renovation and restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all development, renovation, restoration or construction plans and specifications to RCO for review prior to implementation. Review and approval by RCO will be for compliance with the terms of this Agreement.
- B. Contracts for Development, Renovation or Restoration. Sponsors must follow any applicable state and/or required federal procurement procedures. If such procedures do not apply, Sponsor must follow these minimum procedures: (1) publish a notice to the public requesting bids/proposals for the project (2) specify in the notice the date for submittal of bids/proposals (3) specify in the notice the general procedure and criteria for selection; and (4) comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO they have followed any applicable state and/or federal procedures or the minimum procedure where the former procedures do not apply.
- C. Contract Change Order. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- D. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (land owner Agreement, long term lease Agreement easement, or fee simple ownership) for the land proposed for development, renovation or restoration. The documentation must meet current RCO requirements.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- F. Use of Best Management Practices. Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 22. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, salmon recovery purposes, or farmland preservation:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.

- D. **Conveyance of Rights to the State of Washington.** Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance**
1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26.010 RCW, and Chapter 468-100 WAC.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 9 - Archaeological and Cultural Resources before structures are removed or demolished.
- G. **Archaeological and Cultural Resources.** The sponsor agrees that any real property interests acquired under this Agreement, if to be subject to land disturbing activities in the future, is subject to Governor's Executive Order 05-05 or the National Preservation Historic Act (S. 106). The sponsor further agrees that ground disturbing activity will not occur until RCO has been notified and determines if a cultural resources review is needed.

SECTION 23. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

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

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

SECTION 24. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

For acquisition, development, renovation and restoration projects, sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

For acquisition, development, renovation and restoration projects, facilities open and accessible to the general public must:

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

SECTION 25. INCOME AND INCOME USE

- A. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).
- B. Income use. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching funds;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development.

SECTION 26. PREFERENCES FOR RESIDENTS

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

SECTION 27. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 28. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

- A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. REQUIREMENTS OF THE NATIONAL PARK SERVICE

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

SECTION 30. FARMLAND PRESERVATION ACCOUNT

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

- Section 8 - Acknowledgement and Signs,
- Section 10 - Hazardous Substances,
- Section 14 - Stewardship and Monitoring
- Section 22 - Provisions Applying to Acquisition Projects, Sub-sections F and G.
- Section 23 - Restriction on Conversion of Real Property and/or Facilities to Other Uses, and
- Section 24 - Construction, Operation, Use and Maintenance of Assisted Projects, Sub-sections E, F, and G
- Section 25 - Income and Income Use

SECTION 31. ORDER OF PRECEDENCE

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

- A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project agreement including attachments;
- C. Special Conditions;
- D. Standard Terms and Conditions of the Project Agreement.

SECTION 32. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 33. LIMITATION OF AUTHORITY

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

SECTION 34. WAIVER OF DEFAULT

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

SECTION 35. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SECTION 36. SPECIFIC PERFORMANCE

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

SECTION 37. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 - i. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 - ii. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

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

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. DISPUTE HEARING

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

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

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

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

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

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

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

SECTION 39. ATTORNEYS' FEES

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

SECTION 40. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this Agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal or tribal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity to legal actions as may be brought pursuant to this section, and to the enforcement of any judgment from such legal actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 41. SEVERABILITY

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

Eligible Scope Activities

Project Sponsor: Covington City of	Project Number: 10-1346
Project Title: Covington Community Park Sports Field and Trails	Project Type: Development
Program: WWRP - Local Parks	Approval: 6/22/2011

Project Metrics

Sites Improved

Project acres developed:	23.00
Project acres renovated:	0.00

Development Metrics

Worksite #1, Covington Community Park Property

Athletic Fields

Soccer field development

Number of soccer fields:	1 new, 0 renovated
Number of soccer fields with lighting:	0 new, 0 renovated
Number of soccer fields by surface type:	
Natural	1

Buildings and Structures

Construct / install restroom

Number of restrooms:	2 new, 0 renovated
Select the restroom type :	Pads for sani-cans, Sani-cans

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	545
	<i>Paved area includes areas for bike racks, bleachers, benches and portable toilets.</i>
Walkway lighting provided (yes/no):	No
Number of walkway bridges:	0 new, 0 renovated

Habitat enhancement

Acres of the habitat enhancement area :	0.90
	<i>Includes wetland (new and enhanced) and wetland buffer.</i>
Acres of wetland created.:	0.20
Wetland acres restored / enhanced:	0.20
Linear feet of stream bank / shoreline restored or enhanced :	0

Install fencing/barriers

Includes standard removeable bollards to regulate vehicular access (both for BPA maintenance and for lawful surveillance) to off-road areas of the site.

Install signs/kiosk

Number of kiosks:	0 new, 0 renovated
Number of interpretive signs/displays:	4 new, 0 renovated
Number of permanent entrance signs:	1 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated

Install site furnishings

Landscaping improvements

Acres of landscaped area :	1.50
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Eligible Scope Activities

Select the landscape features:

Drainage, Grass/turf, Groundcover,
Irrigation, Native vegetation, Other,
Trees/shrubs

"Other" includes meadow planting of a portion of the site -- intended for informal play and as a way to integrate the site with surrounding, rural properties.

Parking and Roads

Parking development

Number of vehicle parking stalls:

38 new, 0 renovated

Number of vehicle with trailer parking stalls:

0 new, 0 renovated

Number of accessible parking stalls:

Vehicle

2

Select the parking surfaces :

Asphalt

Parking lot at site's NW corner will be asphalt and will serve both the soccer field and trail.

Select the parking enhancements:

Bio-swale, Curbs, Seal coating, Striping

Roads/bridges development

Number of miles of the road:

0.20

Number of bridges:

0 new, 0 renovated

Select the road or bridge amenities:

None

Site Preparation

General site preparation

Site prep also includes extensive grading for soccer field, parking, and future accessible connections to other areas of the site.

Trails

Trail development

Linear miles of trail :

0.80 new, 0.00 renovated

Select the trail surface types:

Asphalt, Boardwalk, Crushed rock

Linear miles of boardwalk :

0.01 new, 0.00 renovated

Select the trail structures :

None

Number of trailheads:

2 new, 0 renovated

Utilities

Install power utilities

Select the power utilities:

General service connection,
Relocate/bury power utility,
Transformers/panels

Power required for irrigation pump to serve lawn soccer field.

Install stormwater system

Select the stormwater utilities:

Bio filtration swale, Catch basins, Rain garden, Stormwater line, Stormwater retention ponds

Stormwater system includes flow spreader outlets allowing treated water to disperse to wetlands on-site.

Install water system

Select the water utilities:

Water line, Water meter, Water service connection

Cultural Resources

Cultural resources

Eligible Scope Activities

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 10-1346 D
Project Name: Covington Community Park Sports Field and Trails
Sponsor: Covington City of
Project Manager: Laura Moxham

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	04/04/2008	
X	!	Cultural Resources Complete	01/31/2010	
X		Project Start	07/15/2011	
X		60% Plans to RCO	08/05/2011	
		SEPA/NEPA Completed	09/30/2011	
		Applied for Permits	12/01/2011	
		All Bid Docs/Plans to RCO	01/16/2012	
	!	Progress Report Submitted	01/31/2012	
		Bid Awarded/Contractor Hired	02/29/2012	
	!	Construction Started	04/01/2012	
	!	Annual Project Billing	07/31/2012	
		RCO Interim Inspection	07/31/2012	
		50% Construction Complete	07/31/2012	
	!	Progress Report Submitted	07/31/2012	
		90% Construction Complete	09/30/2012	
		Funding Acknowl Sign Posted	03/31/2013	
		RCO Final Inspection	03/31/2013	
		Construction Complete	03/31/2013	
		Final Billing to RCO	05/31/2013	
		Final Report in PRISM	05/31/2013	
	!	Agreement End Date	06/30/2013	

X = Milestone Complete

! = Critical Milestone

Press Release Template

Covington City of offered grant to develop outdoor recreation facilities.

(Covington) - Covington City of was awarded a grant of \$500,000.00 from the Washington Wildlife and Recreation Program, Outdoor Recreation Account, Local Parks category. The grant was awarded by the Recreation and Conservation Funding Board (RCFB), and will be used for the following:

Covington will use this grant to improve Covington Community Park by expanding the trail system, adding a multi-purpose sports field, and providing a place for community events. The city does not have a municipal sports field so kids must travel to other city and county fields to play soccer. Community events were one of the top ranked recreation needs, yet Covington does not have a suitable location to hold events. Expanding Covington Community Park will address a long-term dream of citizens who have been working on this project since 2003, when the property was donated to the city. The City will contribute \$1 million from state funding, cash, and a local grant.

There were forty-three applications submitted for consideration in the Washington Wildlife and Recreation Program, Outdoor Recreation Account, Local Parks category. Each project went through an evaluation process prior to being recommended for funding. The RCFB Board approved funding for projects on Wednesday, June 22, 2011.

Funding for the Washington Wildlife and Recreation Program, Outdoor Recreation Account, Local Parks category comes from the sale of state general obligation bonds. Covington City of will leverage local contributions totaling \$1,083,766.00 with grant monies to implement the project. Total estimated project cost is \$1,583,766.00. RCFB is the state's administrator of the grant program.

Contact: Scott Thomas, (253) 638-1110 Ext 3279 (sponsor project manager)

Laura Moxham, (360) 902-2587, laura.moxham@rco.wa.gov (RCFB project manager)

SUBJECT: DISCUSS AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT FUNDING CONTRACT FOR CONSTRUCTION OF THE SOCCER FIELD AT COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Scott Thomas, Parks and Recreation Director

ATTACHMENT(S):

1. Proposed Youth Sports Facility Grant Contract.

PREPARED BY: Scott Thomas, Parks and Recreation Director

EXPLANATION:

In June 2010 the City partnered with Kent Youth Soccer Association (KYSA) to apply for King County Youth Sports Facility Grant (YSFG) to help fund construction of the soccer field at Covington Community Park. The application was successful and the project is included in King County's 2011 budget. Approving this motion authorizes the City Manager to sign the grant contract, thus providing \$75,000 toward the construction cost of the soccer field and associated infrastructure, and also creating significant obligations.

In signing this agreement the city is committing to build and maintain the park and accept certain long term obligations. The project must be maintained in good working condition and available for use by the general public for a period of 15 years, without imposing any unreasonable requirements, and with priority given to persons under the age of 21. Fees may be charged but shall be no greater than those charged by similar facilities. We must comply with all applicable laws, specifically prevailing wages, WISHA, competitive bidding, and ADA.

The timeline for the project is to complete design and bid specifications by the end of this year, bid the project in the winter of 2012, with construction completed by fall 2012. The park outside the construction zone would remain open during construction. Upon completion the entire park will reopen, except the soccer field will remain closed until summer 2013 to allow the grass roots time to get established.

Construction of new facilities, such as the soccer field, trails and parking lot, create a significant new ongoing need for maintenance in perpetuity. The ongoing cost for maintenance is projected to be \$137,000 per year. This amount of work can't be absorbed by existing maintenance staff, and due to declining city revenues we do not currently have sufficient revenue in the Parks Fund to absorb this new expense. The declining city revenues have also created a gap in the money in the parks CIP that the city needs to match the grant funds. While the grant picture is becoming clearer, we are still working to identify funds for capital and maintenance. Before the project can proceed, it will be necessary to close the gap in capital and to identify a new ongoing source of revenue to the Parks Fund to cover the cost of maintenance. The capital budget, the maintenance

cost estimate, and possible sources of additional funding will be discussed in detail during the budget process.

ALTERNATIVES:

1. Authorize the City Manager to execute the contract at this time. If capital and maintenance funding are not approved as part of the budget we will need to terminate this contract. Terminating the contract will have a negative effect on future grant applications.
2. Authorize the City Manager to execute the contract after the budget process. Delaying execution of this contract until late November or December is low performance from the granting agency's point of view and leaves the funding vulnerable to be re-appropriated.
3. Do not authorize the City Manager to execute the contract. The WWRP grant is a necessary component of construction funding for Covington Community Park. If the Project Agreement is not approved, the city cannot proceed with construction.

FISCAL IMPACT:

Revenue from the grant is \$75,000. The total cost of the project is listed in the grant contract as \$1,673,099. Additional city funds and grant funds, such as Washington Wildlife and Recreation Program (WWRP) grant, King Conservation District and the Washington State Department of Commerce, among others, will also be utilized on this project.

CITY COUNCIL ACTION: Ordinance Resolution Motion Other

NO ACTION NECESSARY – DISCUSSION ITEM ONLY

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

YOUTH SPORTS FACILITY GRANT CONTRACT – 2011

Department/Division Natural Resources and Parks / Parks Division
Agency: Covington Parks and Recreation
Project Title: Covington Soccer Field
Contract Amount: \$75,000 Fund Code: 1638
Contract Period From: January 1, 2011 To December 31, 2012
Contract Number: D40740D

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

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

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

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

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

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

This form is available in alternate formats for people with disabilities upon request.

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

1. SCOPE OF SERVICES

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

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II
<input checked="" type="checkbox"/>	Invoice Voucher	Attached hereto as Exhibit III
<input checked="" type="checkbox"/>	Reporting	Attached hereto as Exhibit IV
<input checked="" type="checkbox"/>	Design Documents	Attached hereto as Exhibit V
<input checked="" type="checkbox"/>	Insurance Certificate	Attached hereto as Exhibit VI
<input checked="" type="checkbox"/>	W-9	Attached hereto as Exhibit VII
<input type="checkbox"/>	Equal Benefits	Attached hereto as Exhibit VIII
<input type="checkbox"/>	Personnel Inventory Report (K.C.C. 12.16)	Attached hereto as Exhibit IX
<input type="checkbox"/>	Affidavit of Compliance (K.C.C. 12.16)	Attached hereto as Exhibit X
<input type="checkbox"/>	Assurance of Compliance/Section 504	Attached hereto as Exhibit XI

2. TERM OF CONTRACT

This Contract shall commence on the 1st day of January, 2011, and shall expire on the 31st day of December, 2012, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

3. PREMISES

This grant project, located and commonly known as Covington Park shall be referred to herein as "the Premises."

4. PARTIES

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

On behalf of King County:

Butch Lovelace, YSFG Program Manager
 King County Department of Natural Resources and Parks
 201 South Jackson Street, Suite 700
 Seattle, WA 98104-3855
 Email: butch.lovelace@kingcounty.gov
 Phone: 206.263.6267

On behalf of:

Scott Thomas
Covington Parks and Recreation
16720 SE 271st Street, Suite 100
Covington, WA 98042
(253) 638-1110
sthomas@ci.covington.wa.us

5. **COMPENSATION AND METHOD OF PAYMENT**

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

6. **OPERATING BUDGET**

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

7. **COMMUNICATION**

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

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

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

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

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

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

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

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

9. **GREEN BUILDING**

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

10. **INTERNAL CONTROL AND ACCOUNTING SYSTEM**

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

11. **MAINTENANCE OF RECORDS**

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

12. **RIGHT TO INSPECT**

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

13. **COMPLIANCE WITH ALL LAWS AND REGULATIONS**

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

14. **CORRECTIVE ACTION**

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

15. **TERMINATION**

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

16. FUTURE SUPPORT; UTILITIES AND SERVICE

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

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

18. **INSURANCE**

A. Liability Insurance Requirements. Notwithstanding any other provision within this Contract, the Agency shall procure and maintain the following Minimum Limits of Insurance and shall require their contractors to procure and maintain:

1. Commercial General Liability. (to include Products-Completed Operations) insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Contract. General liability insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (Ed. 11/85).

The insurance limits shall be no less than One Million dollars (\$1,000,000) combined single limit per occurrence and Two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage

2. Automobile Liability. Insurance Services form number CA 00 01 (Ed. 1/80) any auto. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million dollars (\$ 1,000,000) per occurrence.

3. Workers Compensation/Stop Gap. If the recipient or its contractors has employees, parties shall provide Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million dollars (\$1,000,000)

4. Professional Liability. If the grant includes the use of Professional Services, a Per Claim/Aggregate Limit of \$ 1,000,000. shall be provided.

B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than \$ 5,000.00 in value, the Agency shall provide "All Risk" Builders Risk or Property" coverage for the full replacement value of the project/property built/purchased. King County shall be listed as a Loss payee as our interests may appear.

C. King County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.

D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance and shall not benefit their in any way.

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

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

19. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment Provision of Services

King County Code Chapter 12.16 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

B. Nondiscrimination in Subcontracting Practices

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the solicitation, award and term of this Contract, the Agency shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Fair Employment Practices

King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices.

D. Compliance with Laws and Regulations

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Restoration Act of 1987.

E. Nondiscrimination in Employee Benefits

King County Code Chapter 12.19 is incorporated by reference as if fully set forth herein. If this Contract entails a legally binding obligation of \$25,000 or more, and if the Agency is not a public entity, then during the performance of this Contract the Agency shall not discriminate in the provision of employee benefits between an employee with a spouse and an employee with a domestic partner or an employee who resides with a legally domiciled member of household. Agency hereby agrees not to discriminate in the provision of employee benefits as provided for in K.C.C. chapter 12.19.

F. Sanctions for Violations

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

G. Reporting

1. The Agency entering into a contract or agreement with King County valued at \$25,000 or more shall submit with this Contract a total Personnel Inventory Report providing employment data for minorities, females, and persons with disabilities.

Subject to the provisions of KCC Chapter 12.16.060, the Agency's Personnel Inventory Report shall be effective for two years after the date on which the report was submitted.

2. The Agency entering into a contract with King County valued at more than \$25,000, or contracts which in the aggregate have a value to the Agency of more than \$25,000 should submit an Affidavit of Compliance in the form provided by the County, demonstrating commitment to comply with the provisions of KCC Chapter 12.16 in accordance with paragraph A of this Section 19.

20. SECTION 504 AND AMERICANS WITH DISABILITIES ACT

The Agency shall complete a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504") and the Americans with Disabilities Act of 1990 ("ADA"). The Agency shall complete a 504/ADA Assurance of Compliance, and corrective action plan as needed for structural, programmatic, and/or service changes necessary at each of its premises within the State of Washington to comply with 504 and the ADA, and it is attached as an exhibit to this Contract and incorporated herein by reference.

21. CONFLICT OF INTEREST

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

22. **POLITICAL ACTIVITY PROHIBITED**

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

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

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

24. **NOTICES**

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

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

25. **ASSIGNMENT**

The Agency shall not assign any portion of rights and obligations under this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The

Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

26. **CONTRACT AMENDMENTS**

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

27. **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

28. **TAXES**

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

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

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

30. **PARAGRAPH HEADINGS**

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

31. **PUBLIC DOCUMENT**

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

32. **LEGAL RELATIONS**

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Contract will not be construed as creating a partnership or joint venture.

Nothing in this Contract will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

33. **SINGULAR AND PLURAL**

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

34. **PERMITS AND LICENSES**

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

35. **INTERPRETATION OF COUNTY RULES AND REGULATIONS**

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

36. **POLICE POWERS OF THE COUNTY**

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

37. **ENTIRE AGREEMENT**

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

KING COUNTY

AGENCY: _____

FOR

King County Executive

Signature

Date

NAME (Please type or print), Title

Date



Youth Sports Facility Grant

Scope of Services

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

The scope of this project is to build a new ADA compliant sports field: full size, grass, irrigated, under-drained, day-lit, primarily for use by youth soccer and flag football. This will be the City's first sports field. The property is currently vacant undeveloped land and the field will be built as part of the first phase of development of Covington Community Park. In addition to the field, the project includes a parking lot, ADA compliant portable toilets, viewing areas, informational kiosk, sidewalks, pathways, and surface water management. Develop a full size grass soccer field at Covington Community Park.

YSFG Project Match

Project Name:

Please list below the different sources of match funding. For example, Parks CIP, volunteer labor, professional construction services, or cash for the community group. Documentation must be provided for all committed match in the form of a bank statement, letters, or pledge forms.

Project Match Budget

Match source & status (committed or pending)		C / P	Volunteer	Donated Materials	Prof. Service	Cash
1						
2						
3						
4						
5						
6						
			\$ -	\$ -	\$ -	\$ -
Total match must be equal to amount noted on the budget tab.			\$ -			



Youth Sports Facility Grant

Invoicing & Recordkeeping

1. King County grant funds can be requested and paid to the Agency only after the costs have been incurred. To receive reimbursement, the Agency must submit to King County Parks an accurate and complete invoice based on the Budget (Exhibit II) with supporting documentation such as bills which have been paid, receipts or invoices that are due and payable. **DO NOT SEND PARKS THE ORIGINALS; KEEP ORIGINALS IN YOUR PROJECT FILE AND SEND COPIES.**
2. The attached budget form (Exhibit II), is the same budget form used for the application. That form should be used for tracking the budget and submitted when requesting reimbursement, either in part or whole, and updated through the life of the grant. It is used for all stages of the grant—application, contract submittal, and reimbursement request.
3. The Agency will receive reimbursement from King County within approximately 15 working days after Parks receives the invoice. The Agency must pay any bills due after receipt of County funds.
4. The Agency shall follow the guidelines as outlined in Sections 10 & 11 of the Contract related to recordkeeping.



Youth Sports Facility Grant

Design Documents

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

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



Youth Sports Facility Grant
Certificate of Insurance

Please return a Certificate of Insurance naming King County as additional insured. See Sections 17 and 18 of the Contract for additional information regarding insurance requirements. Insurance requirements may vary depending on the scope of the project. Please call the YSFG project manager if you have questions related to the insurance requirements for your project.

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								

or

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in **Pub. 1167, General Rules and Specifications for Substitute Tax Forms and Schedules.**

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8837	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**DISCUSSION OF
FUTURE AGENDA TOPICS:**

September 27, 2011 – City Council Regular Meeting

(Draft Agenda Attached)

Draft

As of 9/07/11

Covington: Unmatched quality of life



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

Tuesday, September 27, 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

- Safe Schools Week Proclamation – Week of October ___ - ___, 2011
- Fire Prevention Week Proclamation – Week of October ___ - ___, 2011
- Make a Difference Day Proclamation – October ___, 2011
- National Community Planning Month Proclamation – October 2011
- Domestic Violence Awareness Month Proclamation – October 2011

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)

REPORTS OF COMMISSIONS

- Human Services Chair Haris Ahmad: September 8 Meeting.
- Economic Development Co-Chair Jeff Wagner: August 25 Meeting.

Future Meetings:

- Arts: September meeting canceled; next meeting October 13.
- Parks: September meeting canceled; next meeting October 19.
- Planning: September meetings canceled; next meeting October 6.

PUBLIC HEARING

1. Receive Comments from the Public on a Recently Imposed Moratorium on Medical Marijuana Dispensaries and Collective Gardens (Springer/Hart)

NEW BUSINESS

2. Consider Ordinance Adopting 2011 Comprehensive Plan Amendments (Hart)
3. All Hazard Regional Memo of Understanding (Akramoff)

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.