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

Tuesday, January 24, 2017   City Council Chambers
7:00 p.m.   16720 SE 271st Street, Suite 100, Covington

Council will interview Parks & Recreation Commission applicants beginning at 6:20 p.m.

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

• Puget Sound Regional Fire Authority Presentation of Award (Captain Kyle Ohashi)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows. *

APPROVE CONSENT AGENDA
C-1. Minutes: January 10, 2017 Regular City Council Meeting (Scott)
C-2. Vouchers (Hendrickson)
C-3. Authorize Department of Commerce Grant for Covington Community Park Phase 2 Design and Construction (Newton)
C-4. Authorize Amendment to Conservation Futures Interlocal Agreement with King County for Open Space Acquisition for SoCo Park/Jenkins Creek Trail Project (Newton)
C-5. Authorize City Manager to Execute First Amendment to School Resource Officer Agreement with Kent School District (McCurdy)
C-6. Authorize the City Manager to Execute an Agreement with Mahto Construction Inc. for Fence Installation at Covington Community Park (Junkin)

REPORTS OF COMMISSIONS

• Human Services Chair Leslie Hamada: January 12 meeting (December meeting canceled)
• Parks & Recreation Chair Laura Morrissey: January 18 meeting (December meeting canceled)
• Arts Vice Chair Ed White: December 16 special meeting (rescheduled for inclement weather) and January 12 meeting
• Planning Chair Bill Judd: January 19 meeting (December and January 5 meetings canceled)
• Economic Development Council Co-Chair/Member: December 1 special meeting (combined November & December meetings)
NEW BUSINESS
1. Consider Appointments to Parks & Recreation Commission (Council)
2. Review the 2016 Summit Action Items List (Bolli)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

Americans with Disabilities Act – reasonable accommodations provided upon request a minimum of 24 hours in advance (253-480-2400).
SUBJECT: APPROVAL OF MINUTES: JANUARY 10, 2017 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Sharon G. Scott, City Clerk

ATTACHMENT(S): Proposed Minutes

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:

ALTERNATIVES:

FISCAL IMPACT:

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

Councilmember __________ moves, Councilmember __________ seconds, to approve the January 10, 2017 City Council Regular Meeting Minutes.
The Regular Meeting of the City Council of the City of Covington was called to order in the City Council Chambers, 16720 SE 271st Street, Suite 100, Covington, Washington, Tuesday, January 10, 2017, at 7:07 p.m., with Mayor Jeff Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Margaret Harto, Fran Hollums, Mark Lanza, Marlla Mhoon, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Karla Slate, Communications & Marketing Manager; Rachel Bahl, Aquatics Supervisor; Don Vondran, Public Works Director; Richard Hart, Community Development Director; Rob Hendrickson, Finance Director; Sara Springer, City Attorney; and Sharon Scott, City Clerk/Executive Assistant.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
Council Action: Councilmember Lanza moved and Councilmember Cimaomo seconded to approve the Agenda as amended to remove Continued Business Item 1. Vote: 7-0. Motion carried.

PUBLIC COMMUNICATION:
• Wendy Dore, Outreach Manager for University of Washington Center for Pediatric Dentistry, accepted the Children’s Dental Health Month Proclamation for February 2017.

• Council recognized retiring staff: Gregg Christianson, Deputy Building Official; Dan Wesley, Construction Inspector; and Victoria Throm, Personnel & Sr. Human Services Planner

Council recessed from 7:20 to 7:34 p.m. for a reception to recognize retiring staff.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: December 13, 2016 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #35009-35078, including ACH payments and electronic fund transfers, in the amount of $508,915.66, dated December 9, 2016; Vouchers #35079-
35143, including ACH payments and electronic fund transfers, in the amount of $927,632.07, dated December 23, 2016; Paylocity Payroll Checks #1006202280-1006202294 and Paylocity Payroll Checks #1006202301-1006202301 inclusive, plus employee direct deposits, in the amount of $182,133.61, dated December 16, 2016; and Paylocity Payroll Checks #1006285461-1006285477 inclusive, plus employee direct deposits, in the amount of $184,131.03, dated December 30, 2016.

C-3. Accept Detention Pond Restoration, Drainage, Ditch Repair and Shoulder Regrading Project.

C-4. Authorize Washington State Transportation Improvement Board (TIB) Grant Agreement for Urban Sidewalk Program Funds on 164th Avenue SE between SE 269th Street and SE 264th Street (CIP 1086).

C-5. Adopt Resolution No. 2017-01 to Surplus Vehicle and Authorize Purchase of Replacement Vehicle.

RESOLUTION NO. 2017-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, DECLARING ONE VEHICLE AS SURPLUS PROPERTY AND AUTHORIZING THE PURCHASE OF A REPLACEMENT VEHICLE.

C-6. Authorize King County Grant Agreement for 2017-2018 Waste Reduction and Recycling Program.


Council Action: Councilmember Cimaomo moved and Councilmember Hollums seconded to approve the Consent Agenda. Vote: 7-0. Motion carried.

CONTINUED BUSINESS:
1. Continue Discussion of Community-wide Strategic Plan. (Removed from agenda.)

NEW BUSINESS:
2. Consider Adopting Resolution Documenting Compliance with Vision 2040 and Direction on Request Letter to Puget Sound Regional Council Executive Board Requesting Final Certification of the Covington Comprehensive Plan 2015-2035.

Community Development Director Richard Hart gave the staff report on this item which included new information that was received by staff after the agenda packet was created and printed. Mr. Hart recommended to Council to continue this item to February in order to allow staff to refine the
letter slightly and potentially refine the resolution slightly to coordinate with what other cities are doing and submit the information all at the same time.

Councilmembers offered positive comments on the contents of the letter and asked questions, and Mr. Hart provided responses.

3. 2017 Appointments to Regional Boards and Committees.

Council Action: There was Council consensus to appoint the following positions:

Councilmember Harto moved and Councilmember Cimaomo seconded to appoint Fran Hollums are the 2017 primary member and Councilmembers Cimaomo and Lanza as alternate members to the Sound Cities Association Public Issues Committee.

Councilmember Mhoon moved and Councilmember Cimaomo seconded to appoint Councilmember Mhoon as the 2017 primary member and Public Works Director Don Vondran as the alternate member to the Water Resource Inventory Area (WRIA) 9 Forum.

Councilmember Cimaomo moved and Councilmember Hollums seconded to appoint Mayor Pro Tem Smith as the 2017 primary member (no alternate needed) to the Puget Sound Regional Fire Authority.

Councilmember Lanza moved and Councilmember Hollums seconded to appoint Councilmember Cimaomo as the 2017 primary member and City Engineer Bob Lindskov as the alternate to the South County Area Transportation Board (SCATBd).

No nominations were given to Metropolitan Solid Waste Management Advisory Committee (MSWMAC); therefore, staff will continue to represent Covington.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future meeting agendas.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Covington Police Chief Andrew McCurdy acknowledged the Public Works Department staff for the excellent maintenance of roads during recent inclement weather.

PUBLIC COMMENTS:
Mayor Wagner called for public comments.

There being no comments, Mayor Wagner closed the public comment period.
EXECUTIVE SESSION:
To review the performance of a public employee pursuant to RCW 42.30.110(1)(g) from 8:20 to 10:25 p.m.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 10:25 p.m.

Prepared by:    Submitted by:
__________________________    _______________________
Joan Michaud    Sharon Scott
Senior Deputy City Clerk    City Clerk
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Rob Hendrickson, Finance Director

ATTACHMENT(S): Vouchers: Vouchers #35144-35205, including ACH payments, in the amount of $303,427.19, dated January 6, 2017; and Paylocity Payroll Checks #1006336467-1006336484 inclusive, plus employee direct deposits, in the amount of $185,363.92, dated January 13, 2017.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

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

Councilmember ________ moves, Councilmember ________ seconds, to approve for payment Vouchers: Vouchers #35144-35205, including ACH payments, in the amount of $303,427.19, dated January 6, 2017; and Paylocity Payroll Checks #1006336467-1006336484 inclusive, plus employee direct deposits, in the amount of $185,363.92, dated January 13, 2017.
January 6, 2017

City of Covington

City of Covington

City of Covington
Voucher/Check Register

Check #35144 through Check #35205, including ACH payments

In the Amount of $303,427.19

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

Cassandra Parker  
Senior Accountant

Mark Lanza  
City Councilmember

Jeff Wagner  
Mayor

Marila Mhoon  
City Councilmember

Council Meeting Date Approved ____________________________
## Accounts Payable

Checks by Date - Detail by Check Date

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<th>Vendor Name Description</th>
<th>Check Date Reference</th>
<th>Check Amount</th>
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| ACH 1408 | 1408, 13151, 13159, 2551, 2556, 2560, 2560, 2567, 2567, 2570 | Washington Workwear Stores Inc. Newton; shirts, jacket Volunteer shirts/jackets; screening Parrish; work shirts Buck; jeans/pants/boots Buck; gloves Goranson; pants Goranson; pants Maint shop; boot brush Maint shop; boot brush City hall; boot brushes Maint shop; boot brush Maint shop; boot brush Dalton; boots, pants, hats, shirts | 01/06/2017 | 239.46
| ACH 1705 | 1705, 164102 | Alpine Products, Inc. Rainout signs | 01/06/2017 | 29.02 |
| ACH 2223 | 2223, A34865 | ARC Imaging Resources Plotters/scanners; usage, 11/9-12/9/16 | 01/06/2017 | 74.83 |
| ACH 2500 | 2500, 44 | Tetra Tech, Inc. CIP 1127; engineering, 5/21-6/24/16 | 01/06/2017 | 2,553.28 |
| ACH 2555 | 2555, 50842427, 50917639 | NuCO2 LLC Aquatics; CO2 lease, December Aquatics; CO2 for pH control | 01/06/2017 | 85.54
| 35144 | 3234, 4CD1A16029 | 4Culture Public Art Consultation; 11/1-12/21/16 | 01/06/2017 | 1,949.74 |
| 35145 | 2502 | AALL Self Storage Unit D5 storage payment; Jan-Dec 2017 Unit A40 storage payment; Jan-Dec 2017 Unit A33 storage payment; Jan-Dec 2017 Unit A33 storage payment; Jan-Dec 2017 | 01/06/2017 | 3,600.00
| 35146 | 0476 | Accela, Inc. | 01/06/2017 | 6,888.00 |

Total for Check Number 35144: **1,949.74**

Total for Check Number 35145: **3,600.00**

Total for Check Number 35146: **6,888.00**

Total for this ACH Check for Vendor 1408: **1,327.96**

Total for this ACH Check for Vendor 1705: **29.02**

Total for this ACH Check for Vendor 2223: **74.83**

Total for this ACH Check for Vendor 2500: **2,553.28**

Total for this ACH Check for Vendor 2555: **311.34**

AP Checks by Date - Detail by Check Date (1/6/2017 3:00 PM)
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Total for Check Number 35151: 341.00
Total for Check Number 35152: 12,298.00
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AP Checks by Date - Detail by Check Date (1/6/2017 3:00 PM)
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35195 2680 | Safeguard Business Systems | Banking deposit slips | 01/06/2017 | 117.52

Total for Check Number 35195: 412.39

35196 1905 | Sharp Electronics Corporation | Reception copier; usage, 11/14-12/8/16 | 01/06/2017 | 10.81
35196 1905 | Sharp Electronics Corporation | Police copier; usage, 11/15-12/14/16 | 01/06/2017 | 25.10
35196 1905 | Sharp Electronics Corporation | Aquatics copiers; usage, 11/7-12/15/16 | 01/06/2017 | 126.98
35196 1905 | Sharp Electronics Corporation | Copier; usage, 11/15-12/16/16 | 01/06/2017 | 22.10
35196 1905 | Sharp Electronics Corporation | Copier; usage, 11/15-12/16/16 | 01/06/2017 | 14.74

Total for Check Number 35196: 199.73

35197 2130 | South KC Cultural Coalition | 2017 SoCo Cultural Dues | 01/06/2017 | 30.00

Total for Check Number 35197: 30.00

35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 44.92
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 296.30
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 280.44
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 117.17
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 292.01
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 175.68
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 593.55
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 375.17
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 591.75
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 183.81
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 99.19
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 7.91
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 587.94
35198 0281 | Standard Insurance Company | Life Insurance Premiums, January | 01/06/2017 | 364.31

Total for Check Number 35198: 4,010.15

35199 1907 | Star Rentals | Breaker hammer kit w/tamping attachment | 01/06/2017 | 1,494.68
35199 1907 | Star Rentals | Breaker hammer kit w/tamping attachment | 01/06/2017 | 1,494.67
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Report Total (67 checks): 303,427.19
January 13, 2017

City of Covington

Payroll Approval

- Request Council approval for payment of Payroll dated 01/13/17 consisting of:

PAYLOCITY CHECK # 1006336467 through PAYLOCITY CHECK # 1006336484 inclusive, plus employee direct deposits

IN THE AMOUNT OF $185,363.92

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF COVINGTON, WASHINGTON, COUNTY OF KING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY SAID CLAIMS PER THE ATTACHED COUNCIL APPROVAL REPORT.

_______________________________    ________________________________
Cassandra Parker    Mark Lanza
Senior Accountant   City Councilmember

_______________________________    ________________________________
Jeff Wagner    Marilla Mhoon
Mayor   City Councilmember

Council Meeting Date Approved:  


16 of 94
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<tr>
<td>1006336478</td>
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Totals for Payroll Checks: 100 Items: $118,969.81

Third Party Checks for Account Paylocity Account:

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<tr>
<th>Check/Voucher</th>
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<th>Check Date</th>
<th>Employee Id</th>
<th>Employee Name</th>
<th>Net Amount</th>
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<td>114184</td>
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<td>Emp</td>
<td>City of Covington Employee</td>
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<td>114185</td>
<td>AGENCY</td>
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<td>IC401</td>
<td>ICMA Retirement Trust</td>
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<thead>
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<th>Account Name</th>
<th>Amount (USD)</th>
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<td>IC457 ICMA Retirement Trust</td>
<td>2,499.07</td>
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<td>ROTH ICMA Retirement Trust</td>
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<td>VEBA HRA VEBA Trust Contributions</td>
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<td>JGI WASH CHILD SUPPORT</td>
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**Totals for Third Party Checks** 9 Items  
32,355.12  

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<td>ICMA Forfeiture Account</td>
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<td>Paylocity Fees</td>
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**Grand Total**  
185,363.92
SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A COMMERCE GRANT CONTRACT FOR DESIGN AND CONSTRUCTION OF COVINGTON COMMUNITY PARK PHASE 2.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Proposed Department of Commerce Grant Contract.

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:
During the 2015 legislative session Representatives Pat Sullivan and Mark Hargrove joined with Senator Fain and the Washington State Legislature to provide an appropriation to the City for the purpose of building the second phase of Covington Community Park. Approving this motion authorizes the City Manager to sign the grant contract, providing $4,950,000 for planning, design and construction of the park, and also creating significant obligations.

In signing this agreement, the City is committing to not only design and build, but also to maintain Phase 2 improvements. The contract states that this project will include a stage with a green roof, restrooms, a concession building, picnic shelters, a children’s play area, completion of the park’s trail system, a tennis court, a fitness area, parking lot, 180th Avenue SE improvements and wetland mitigation. The contract also states that these facilities and improvements shall be held and used by the City as a space to gather, recreate and hold community events for a period of at least ten years (already approved Washington Recreation and Conservation Office (RCO) funding requires similar obligations of facilities and improvements during their normal operating life). To adequately meet these obligations, it is anticipated the city’s allocation of resources towards park maintenance, including park maintenance staff levels, will need to increase.

The timeline for the project is to bid the project in the winter of 2017 with construction completed by spring 2018. The park outside the construction zone will remain open during construction. When construction is completed the entire park will reopen.

ALTERNATIVES:
1. Authorize the City Manager to execute the contract at this time.
2. Do not authorize the City Manager to execute the contract. This grant is a necessary component of construction funding for Covington Community Park Phase 2. If the contract is not approved, the city cannot proceed with construction.
FISCAL IMPACT:
Revenue from this Department of Commerce grant is $4,950,000. In 2013 the city received another Department of Commerce grant in the amount of $2,050,000 toward this project, bringing the total amount awarded to this project from the Department of Commerce to $7,000,000.

This project has a budget of $8,354,000 and was approved as part of the city’s 2016 and 2017 budgets. The following is a summary of project revenue and expenses.

<table>
<thead>
<tr>
<th>Revenue</th>
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<tbody>
<tr>
<td>Dept. of Commerce Grants</td>
<td>$7,000,000</td>
</tr>
<tr>
<td>WA Recreation and Conservation Office</td>
<td>1,000,000</td>
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<tr>
<td>General Fund</td>
<td>354,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>8,354,000</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>60% Design</td>
<td>308,228</td>
</tr>
<tr>
<td>100% Design/Bidding</td>
<td>508,379</td>
</tr>
<tr>
<td>Construction</td>
<td>7,267,871</td>
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<tr>
<td>Construction Administration</td>
<td>269,522</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>8,354,000</strong></td>
</tr>
</tbody>
</table>

This project is funded by $354,000 of city funds, $7,500,000 of state funds, and $500,000 of federal funds.

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

Council member _____________ moves, Council member _________________ seconds, to authorize the City Manager to sign the Department of Commerce grant contract for design and construction of Covington Community Park Phase 2 in substantial form as that presented.

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

City of Covington

through

The Local and Community Projects 2016 Program

For

Covington Community Park - Construction of park improvements.

Start date: July 1, 2015
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# FACE SHEET

**Washington State Department of Commerce**  
Local Government Division  
Community Capital Facilities Unit

<table>
<thead>
<tr>
<th>1. GRANTEE</th>
<th>2. GRANTEE Doing Business As (optional)</th>
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| City of Covington  
16720 SE 271st Street #100  
Covington, Washington 98042 | |

<table>
<thead>
<tr>
<th>3. Grantee Representative</th>
<th>4. COMMERCE Representative</th>
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</thead>
</table>
| Ethan Newton  
Parks & Recreation Director  
City of Covington  
(253)-480-2481  
enewton@covingtonwa.gov | Emily Hafford  
Project Manager  
(260) 725-5001  
Fax 360-586-5880  
emily.hafford@commerce.wa.gov | P.O. Box 42525  
P.O. Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525 |

<table>
<thead>
<tr>
<th>5. Grant Amount</th>
<th>6. Funding Source</th>
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<td>$4,950,000.00</td>
<td>☑️</td>
<td>7/01/2015</td>
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<th>9. Federal Funds (as applicable)</th>
<th>10. Tax ID #</th>
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<th>14. Grant Purpose</th>
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<tbody>
<tr>
<td>The outcome of this performance-based contract is for phase 2 renovations to the City of Covington park improvements, Covington Community Park project as referenced in Attachment A – Scope of Work.</td>
</tr>
</tbody>
</table>

COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.

**FOR GRANTEE**

Regan Bolli, City Manager

**Date**

**FOR COMMERCE**

Mark K. Barkley, Assistant Director

**Date**

**APPROVED**

Mark Callens, A.A.G.  
Mark Callens  
Date 12-10-16
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS CONTRACT, entered into by and between City of Covington (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2015, 3rd Special Session, Chapter 3, Section 1040, made an appropriation to support the Local and Community Projects 2016 Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the “Project”).

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT
   The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

   The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

   The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION
   COMMERCE shall pay an amount not to exceed $4,950,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES
   A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:
      i) Eligible Project expenditures prior to the execution of this contract.
      ii) Cash dedicated to the Project.
      iii) Funds available through a letter of credit or other binding loan commitment(s).
      iv) Pledges from foundations or corporations.
      v) Pledges from individual donors.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE’S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE’S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over $500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the “Deed of Trust”). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender’s policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.
6. **Basis for Establishing Real Property Values for Acquisitions of Real Property Performance Measures**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

a. **GRANTEE** purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.

b. **GRANTEE** purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. **Expenditures Eligible for Reimbursement**

The **GRANTEE** may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);

D. Construction costs including, but not limited to, the following:
   - Site preparation and improvements;
   - Permits and fees;
   - Labor and materials;
   - Taxes on project goods and services;
   - Capitalized equipment;
   - Information technology infrastructure; and
   - Landscaping.

8. **Billing Procedures and Payment**

**COMMERCE** shall reimburse the **GRANTEE** for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the **GRANTEE** shall submit to **COMMERCE** a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed — by budget line item — for the billing period.

The **GRANTEE** shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The **GRANTEE** shall also provide **COMMERCE** with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to **COMMERCE** at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the **GRANTEE** with authority to bind the **GRANTEE**. The final voucher shall be submitted to **COMMERCE** within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectible insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or
issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE’s fiscal agent as beneficiary.

C. The GRANTEE shall provide, at COMMERCE’s request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as
implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B), hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment.
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under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by June 30, 2017 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state’s obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.
1. **DEFINITIONS**

   As used throughout this Grant, the following terms shall have the meaning set forth below:

   A.  " Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

   B.  "COMMERCe" shall mean the Department of Commerce.

   C.  "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

   D.  "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

   E.  "State" shall mean the state of Washington.

   F.  "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

   G.  "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

   H.  "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCe; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCe and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. **ACCESS TO DATA**

   In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCe, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

   No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCe.

4. **ALL WRITINGS CONTAINED HEREBIN**

   This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

   This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. **ATTORNEYS’ FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. **AUDIT**

   A. **General Requirements**

      GRANTEE’s are to procure audit services based on the following guidelines.

      The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

      The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

      COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

      Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

   B. **State Funds Requirements**

      In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

      The GRANTEE shall include the above audit requirements in any subcontracts.

      In any case, the GRANTEE’s records must be available for review by COMMERCE.

   C. **Documentation Requirements**

      The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

      Department of Commerce
      ATTN: Audit Review and Resolution Office
      1011 Plum Street SE
      PO Box 42525
      Olympia WA 98504-2525

      In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

      • Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
• Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as “confidential” by COMMERCE;

2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and

3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

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

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this Grant.
12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.
14. DUPLICATE PAYMENT

COMMERCExshall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCEx, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCEx. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCEx or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCEx may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCEx may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCEx under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.
19. LAWS
The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations
A. Affirmative action, RCW 41.06.020 (1).
B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
C. Disclosure-campaign finances-lobbying, Chapter 42.17a RCW.
D. Discrimination-human rights commission, Chapter 49.60 RCW.
E. Ethics in public service, Chapter 42.52 RCW.
F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
G. Open public meetings act, Chapter 42.30 RCW.
H. Public records act, Chapter 42.56 RCW.
I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION
The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY
Only the Authorized Representative or Authorized Representative'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 Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS
During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES
Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.
24. **PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. **RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. **RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

27. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

28. **RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, 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 Grant.

29. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.
30. **SEVERABILITY**

The provisions of this Grant 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 Grant.

31. **SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. **SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

33. **SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

35. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"
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if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of
his or her control, fault or negligence.
The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition
to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written
notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this
Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this
Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant,
may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired
for the performance of such part of this Grant as has been terminated. The provisions of the
"Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed
work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and
COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially
completed work and services, (iii) other property or services that are accepted by COMMERCE, and
(iv) the protection and preservation of property, unless the termination is for default, in which case the
AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such
determination shall be a dispute within the meaning of the "Disputes" clause of this Grant.
COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED
REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or
liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in
addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED
REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as
may be necessary for completion of such portion of the work under the Grant that is not
terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the
AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the
orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its
discretion, to settle or pay any or all claims arising out of the termination of such orders and
subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and
subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the
extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be
final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed
by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed,
would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the
AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.
Scope of Work

Funds awarded under this contract will be used for capital expenditures related to the design and construction of the Covington Community Park project, located at 17649 SE 240th Street, Covington.

Phase 2 of this project will include but not be limited to the design and construction of a stage and green roof, restrooms, a concessions building, picnic shelters, a children’s play area, completion of the park’s trail system, a tennis court, a fitness area, parking lot, 180th Avenue SE improvements, and wetland mitigation.

When complete, the park will be used by the community as a space to gather, recreate, and hold community events.

This project began in July, 2015 and is expected to be completed in December, 2018.

All project work completed with prior legislative approval. The “Copyright Provisions”, Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

GRANTEE

TITLE

DATE
# Budget

<table>
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<td><strong>Total Contracted Amount:</strong></td>
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</table>

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE
Certification of the Availability of Funds to Complete the Project

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<tr>
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<td><strong>$8,354,000.00</strong></td>
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</table>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE’S review upon reasonable request.

GRANTEE

TITLE

DATE

45 of 94
Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of July 1, 2015, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE
Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and
Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project
funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States
Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and
approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year
written below.

GRANTEE

TITLE

DATE
SUBJECT: AUTHORIZE CITY MANAGER TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH KING COUNTY FOR OPEN SPACE ACQUISITION PROJECTS TO ACCEPT $150,000 FROM THE 2016 KING COUNTY CONSERVATION FUTURES LEVY FOR THE SOCO PARK/JENKINS CREEK TRAIL PROJECT.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):
1. Proposed Amendment to the Conservation Futures Interlocal Cooperation Agreement with King County for Open Space Acquisition Projects.
2. Existing Interlocal Cooperation Agreement with King County entered into on January 28, 2003.

EXPLANATION:
In March 2015 the city submitted an application to the King County Conservation Futures grant program for acquisitions needed for SoCo Park and a portion of the Jenkins Creek trail. In February 2016 the King County Council passed Ordinance 18239 which appropriated $150,000 in Conservation Futures Levy proceeds to the city of Covington for this project. In July 2016 the King County Council passed Ordinance 18312, authorizing the King County Executive to enter into an interlocal agreement with the city for the disbursement of Conservation Futures Funds appropriated in Ordinance 18239.

Approving this motion authorizes the City Manager to sign an amendment to the standing Interlocal Cooperation Agreement with King County for open space acquisition projects to provide $150,000 toward the acquisition cost of SoCo Park and a portion of the Jenkins Creek trail corridor.

In signing this amendment, the city is continuing its commitment towards acquiring property for the future SoCo Park, providing a trail connection between the planned Covington Town Center and the city-wide trail system that connects with other Covington parks and open spaces, and providing public access and habitat protection along Jenkins Creek.

ALTERNATIVES:
The King County Conservation Futures money is a necessary component of acquisition funding for SoCo Park. If the amendment is not approved, then there will be a significant negative impact on the city’s ability to purchase the property. This money provides matching funds for the state Washington Wildlife and Recreation Program (WWRP) grant that was awarded to the city this year.
FISCAL IMPACT:
Revenue from this amendment is $150,000. The total amount awarded from the King County Conservation Futures program towards this project is $900,000. Additionally, $558,915 from the state WWRP grant program and $110,262 from King County Parks Levy are funding this project. With these funds the first acquisition phase (parcel #1) has been fully funded and the second acquisition phase (parcels #2 and #3) is partially funded. Full funding of the second acquisition phase is contingent upon additional funding from the state WWRP grant program following the approval of the state’s 2017-2019 budget.

CITY COUNCIL ACTION:  _____Ordinance  _____Resolution  ___X__Motion  _____Other

Council member __________ moves, Council member ___________ seconds, to authorize the City Manager to execute the Amendment, in substantial form as attached hereto, to the Conservation Futures Interlocal Cooperation Agreement with King County to accept $150,000 from the 2016 King County Conservation Futures levy for acquisition of a parcel of land for the SoCo Park/Jenkins Creek Trail project.

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

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF COVINGTON and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 28th day of January, 2003, as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the South Covington Park/Jenkins Creek acquisition Project, and hereafter reads:

- On February 22, 2016 the King County Council passed Ordinance 18239, which appropriated a total of One Hundred and Fifty Thousand dollars ($150,000) in Conservation Futures Levy proceeds to the City of Covington for the South Covington Park/Jenkins Creek acquisition Project. On July 5, 2016, the King County Council passed Ordinance 18312, authorizing the King County Executive to enter into an interlocal agreement with the City of Seattle and the suburban cities for the disbursement of Conservation Futures Funds appropriated in Ordinance 18239.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is amended to include reference to Attachment D, which lists a 2016 Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek acquisition Project.

Amendment 3: Article VII. Responsibilities of County

The first two sentences of this article are amended to include references to Attachment D, which lists a 2016 Conservation Futures Levy Allocation for the South Covington Park/Jenkins Creek acquisition project as follows:
Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through D to be used for the Projects listed in Attachments A through D. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through D. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

Amendment 4: Attachment D

The attachments to the interlocal agreement are hereby amended by adding Attachment D, which is hereby attached to the interlocal agreement, incorporated therein and made a part thereof.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Date: ________________
Acting under the authority of
Ordinance 18312

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

CITY OF COVINGTON

Regan Bolli
City Manager

Date __________________
Acting under the authority of
Ordinance:

Approved as to form:

_____________________
City Attorney

Amendment D
Annual CFT Interlocal Covington-King County: 2016 CFT proceeds
ATTACHMENT D

2016 CONSERVATION FUTURES LEVY
CITY OF COVINGTON ALLOCATION

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<th>Jurisdiction</th>
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<th>Allocation</th>
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<td>Covington</td>
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</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$ 150,000</td>
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</tbody>
</table>

Project Description:

(Ordinance 18312):

1122034 Covington - South Covington Park/Jenkins Creek Trail
There is a dual goal for the project: the first is creating a trail connection between the planned Covington Town Center, which is located nearby to the northeast, and a city-wide trail system that connects with other Covington parks and open spaces. The second goal is habitat protection along Jenkins Creek, which runs parallel to the future trail.

2016: $150,000 is allocated to help fund this previously partially funded project. This project encompasses two adjacent parcels totaling 2.25-acres on the Jenkins Creek corridor in Covington. The site will serve as a trail crossing on SE Wax Road, south of SE 275th Street, linking the planned Covington Town Center with a city-wide off-road trail system that connects to other public parks and open spaces. The southern portions of the two properties contain Jenkins Creek, and the project will also protect riparian habitat along the creek.

City of Covington - South Covington Park/Jenkins Creek $ 150,000
ATTACHMENT 2 Exhibit "A"

INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF COVINGTON FOR OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the CITY OF COVINGTON ("City") and KING COUNTY ("County").

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund, including matching contribution requirements for jurisdictions receiving funds.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of conservation future levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.


The Conservation Futures Citizens Committee has recommended an allocation of Conservation Futures funds to specific projects from the Conservation Futures Levy fund following notification to the suburban cities that funds were available, provision of an
opportunity for the suburban cities to respond and receipt by the committee of requests for
funding, all pursuant to Ordinance 8867, as amended by Ordinance 13717.

The King County Council, by ordinance 14485, has approved the recommendation
for the allocation of Conservation Futures Levy funds to specific suburban city projects, and
by Ordinance 14486 authorized the King County Executive to enter into interlocal
cooperation agreements with the suburban cities in order to initiate the approved projects.

Pursuant to King County Ordinances 8867, 9128, 13717, Washington Statute
Chapter 84.34 RCW and Washington Statute Chapter 39.34, the parties agree to follows:

**Article II. Definitions**

1. **Open Space**

   The term “open space” or “open space land” means: (a) any land area so
designated by an official comprehensive land use plan adopted by any city or county and
zoned accordingly; or (b) any land area, the preservation of which in its present use would
(i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply;
or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance
the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural
reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi)
preserve historic sites, or (vii) preserve visual quality along highway, road, and street
corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one
acre situated in an urban area and **open to public use** on such conditions as may be

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CPT Interlocal Cavington – King County
2002 Proceeds
reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means specific projects which meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 13717, and RCW 84.34.020 and which are attached to and incorporated by reference in King County Ordinance 14485 or added to the list of approved projects by the County.

3. Conservation Futures

The term “Conservation Futures” means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise converse open space land, all in accordance with the provisions of Washington Statute Chapter 84.34 RCW and King County Ordinance 8867.
Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The term of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the funds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) to reimbursement the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Funds available pursuant to this agreement may be used only for Projects listed in Attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 13717, and Washington Statute Chapter 84.34.020 RCW.
Section 5.2 -- Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, all in accordance with the provisions of Section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Substitution/Deletion of Projects. If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively, the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space criteria as described in King County Ordinance 8867, Section 1, as amended by Ordinance 13717, and Washington Statute Chapter 84.34.020 RCW, be submitted for recommendation by the County's Citizens Oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Natural Resources Capital Projects and Open Space Acquisition Section or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this agreement plus accrued
interest on such funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Any Project funded by Conservation Futures Levy proceeds shall be supported by the City that is sponsoring the Project with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MIA certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City’s match will be transmitted in writing to the City by the County’s Manager of Open Space & Resource Lands or their successor in functions.

If the Project involves two or more suburban cities, those cities shall determine the allocation of the contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservation Futures Levy funds provided by the County.

Such matching contribution must be available within two years of the City’s application for County funds to support Projects identified herein or approved substitute Projects.
If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All such moneys will be available to the County to reallocate to other approved Projects. By appropriate legislature action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2 -- Project Description. As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: 1) a narrative description of the project; 2) a description of the specific uses for Conservation Futures Levy funds in the Project; and 3) a description of the means by which the City will satisfy the matching requirements contained in this agreement.

Section 6.3 -- Reporting. All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City funds, accounts and moneys. Until the property described in the Project is acquired and all funds provided pursuant to this agreement expended, the City shall provide semi-annual written reports to the County within 30 days of the end of each relevant time period. The semi-annual report shall contain the following information: a) an accounting of all cash expenditures and encumbrances for support of the Project; b) the status of each Project and any changes to the approved time line; and c) other relevant information requested by the County for the purpose of determining compliance with this agreement.
Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County with a final report, within 90 days of the end of the calendar year in which all funds were expended. Said report shall contain a summary of all project expenditures, a description of the project status and accomplishments and other relevant information requested by the County for the purpose of verifying compliance with this agreement.

The City shall also provide the County, within 90 days of the end of each calendar, annual reports which specify any change in the status of the Project during the prior year and any change in the status of the Project which the City Reasonably anticipates during the ensuing year. Such reports shall be required only if a change has taken place or is anticipated, except as provided above for ongoing and final project reports. All such reports shall be submitted to the County's Department of Natural Resources, Open Space & Resource Lands, or its successor.

Section 6.4 -- Disposition of Remaining Funds.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all moneys provided by the county plus interest accrued by the City on such moneys.

Section 6.5 -- Maintenance in Perpetuity. The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with

CFT Interlocal Covington – King County
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funds provided pursuant to this agreement to any purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based upon the changed status or use and not based on its value as open space.

Upon changes in status and/or use of the property acquired herein, at its own cost, the City will provide the County an independent MIA appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within 90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

**Article VII. Responsibilities of the County**

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in Attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

**Article VIII. Other Provisions**

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others.
by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purpose of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

Section 8.2 - Amendment. The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County Councils.
Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.
IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces put forth below:

KING COUNTY

Ron Sims  
King County Executive

Date: ____________  
Acting under the authority of  
Ordinance 14486  

Approved as to form:

Norm Maleng  
King County Prosecuting Attorney

CITY OF COVINGTON

Andrew Dempsey  
City Manager

Date: 12/10/2007  

Approved as to form:

Covington City Attorney

CPT Interlocal Covington – King County  
2002 Proceeds
ATTACHMENT A

2002 CONSERVATION FUTURES LEVY
CITY OF COVINGTON
ALLOCATION

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<th>Jurisdiction</th>
<th>Project</th>
<th>Allocation</th>
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<td>COVINGTON</td>
<td>Cedar Creek Park / Jenkins Creek</td>
<td>$350,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$350,000</td>
</tr>
</tbody>
</table>

PROJECT DESCRIPTION:

Cedar Creek Park/Jenkins Creek: This project consists of the wooded 30-acre Gardener parcel and the five-acre Munch parcel contain high quality habitat for an urban park. The Gardener parcel is located adjacent to Cedar Creek Park to the north and the Munch parcel is immediately to the east of the Gardener parcel. The value of the house or structures on the property are not included in the project and CFT funds will only be used to acquire the land portion of the property.

City of Covington – Cedar Creek Park / Jenkins Creek $350,000

RECOMMENDED BY: Andrew McCurdy, Police Chief
Regan Bolli, City Manager

ATTACHMENT(S):
1. First Amendment to School Resource Office Agreement with Kent School District

PREPARED BY: Sara Springer, City Attorney

EXPLANATION:
In April of 2014, the city and Kent School District (the “District”) entered into an agreement to establish a school resource officer (SRO) program in the District for an initial term of the 2014-15 school year (the “Agreement”). The Agreement may be extended by the parties for three (3) additional school year terms if such a desire to extend is indicated in writing by May 1st of the preceding year. Accordingly, in May 2015, the city and District agreed in writing to extend the Agreement through the 2015-16 school year.

The city and District failed to confirm in writing to extend the Agreement through the 2016-17 school year; however, both the city and District verbally agreed to extend the Agreement and, to date, have performed pursuant to the terms and obligations in the Agreement. Because the Agreement is terminated if the parties fail to indicate in writing their desire to extend the Agreement, the parties desire to execute the following First Amendment to the Agreement (Attachment 1) to ensure that the Agreement remains in full force and effect and so that the District can process payment to the city for the 2016-2017 school year.

Though the Agreement specifically states that council approval is not required to execute extensions of the Agreement, while discussing how best to correct the procedural extension issue, the District also proposed minor edits to the Agreement to increase the use of the SRO by the District during the summer term. Adoption of the District’s proposed amendments to the Agreement requires council (and school board) approval.

City staff is now seeking the council’s authorization for the city manager to execute this First Amendment to the Agreement.
ALTERNATIVES:
1. Do not authorize the city manager to execute the First Amendment to the Agreement. This alternative is not recommended, as the city is owed payment from the District for SRO duties to date and failure to execute the First Amendment will make the city’s collection of that payment more difficult.

FISCAL IMPACT: If executed, no impact other than the financial contributions already outlined and agreed to in the original Agreement.

CITY COUNCIL ACTION: _____Ordinance _____Resolution  X  ___Motion  ___Other

Council member __________ moves, Council member ___________ seconds, to authorize the city manager to execute the First Amendment to the School Resource Officer Agreement with the Kent School District, in substantial form as that presented, to extend the term through the 2016-17 school year and amend the duties of the SRO during the summer term.

REVIEWED BY: City Manager; Finance Director; Police Chief; City Attorney
FIRST AMENDMENT
TO
SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF COVINGTON AND THE KENT SCHOOL DISTRICT

THIS FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT (the “First Amendment”) is dated as of January _____, 2017, by and between the Kent School District No. 415, a Washington municipal corporation ("District"), and the City of Covington, a Washington municipal corporation ("City").

WHEREAS, the City and District entered into that certain School Resource Officer (SRO) Agreement on September 24, 2014, CAG 1315-14, (the “Agreement”), for the purpose of establishing a SRO program in the District for an initial term of the 2014-15 school year; and

WHEREAS, on May 1, 2015, the City sent a letter to the District indicating that the City desired to extend the term of the Agreement through the 2015-16 school year pursuant to subsection 2.2 of the Agreement ("2015-16 Extension") and the District agreed to the same (attached hereto as Exhibit 1, and fully incorporated herein by this reference); and

WHEREAS, the parties acknowledge that the City did not submit an extension letter to the District for the 2016-17 school year by May 1, 2016, as required by Subsection 2.2 of the Agreement, and that the Agreement technically expired of its own terms on or about August 31, 2016; however, the parties have continued to perform their respective obligations under the Agreement on the same terms and conditions notwithstanding and the parties desire to acknowledge and agree that the Agreement has been extended by performance on both sides and, accordingly, both parties have waived the requirements of Subsection 2.2 of the Agreement for the sole purpose of extending the Agreement through the 2016-17 school year to August 31, 2017; and

WHEREAS, the parties have agreed to extend and modify the Agreement on certain terms and conditions provided for herein;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties agree to amend the Agreement as follows:

1. Second Extension of Agreement through 2016-17 Acknowledged by Performance. The parties acknowledge that though the parties did not mutually agree in writing by May 1, 2016 to extend the term of the Agreement through the 2016-17 school year to August 31, 2017, the parties have continued to perform their respective obligations under the Agreement on the same terms and conditions notwithstanding. Accordingly, the parties hereby acknowledge and agree that the Agreement has been extended for a second time to be in effect through the
2016-17 school year to August 31, 2017, by performance on both sides (“Second Extension”) and the requirements of Subsection 2.2 of the Agreement to execute said Second Extension are waived by the parties for the purposes of agreeing to and validating the Second Extension only. The parties acknowledge and agree that should the parties desire to extend the Agreement for a third term (for the 2017-18 school year), such extension shall be subject to and executed pursuant to Subsection 2.2 of the Agreement.

2. **Section 5.1 Amended.** Section 5.1 (Provision of SRO) of the Agreement is hereby amended as follows:

5.1 **Provision of SRO.**

5.1.1 The City shall assign one (1) commissioned police officer to serve as SRO in the District for the regular academic school year, with the exception of official school district breaks where school is out of session for five (5) or more days (“Extended School Breaks”). During said Extended School Breaks, the SRO will either take vacation or return to the Department for operational needs, as solely determined and directed by the City’s Police Chief.

5.1.2 The SRO will be assigned primarily to Kentwood High School and as needed to the campuses of Cedar Heights and Mattson Middle Schools, with time split between the campuses as agreed to by the Department, the District, and the respective school principals. Although generally assigned to the aforementioned schools, the SRO may provide coverage to other schools within the District upon mutual agreement of the District and the Department.

5.1.32 The SRO shall be available for regular school duty on a full-time basis of eight (8) hours on the days and during the hours that school is in session. The SRO will report each morning that school is in session at a time and in accordance with a schedule agreed upon between the Department and the District. This assignment does not prohibit the SRO from participating in emergency response in the City as needed or to fulfill training requirements as determined and required by the Department. The Department shall provide the District with ten (10) days’ advance notice of the SROs participation in training sessions required by the Department to allow the District to make other security arrangements in the absence of the SRO.

5.1.43 Except as otherwise provided for herein, the Department reserves the right to utilize the SRO on a full-time basis from the end of the school year to the end of the then-current term of this Agreement (August 31st) (the “Summer Term”) for Department operational needs as solely determined and directed by the City’s Police Chief. During the Summer Term, the SRO shall report to the District and attend up to ten (10) business days of safety training provided by the District. For the remainder of the Summer Term, upon the District’s request, the SRO may assist the District with security and safety issues as time permits and as solely determined and directed by the City’s Police Chief.
5.1.54 The services provided by the SRO are in addition to normal police services already provided by the City.

3. Defined Terms. All capitalized terms not defined in this First Amendment (other than proper nouns, section headings, or words required to be capitalized for proper usage) shall have the meanings given to them in the Agreement.

4. Conflict. This First Amendment is and shall be construed as part of the Agreement. In case of any inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall be controlling.

5. Force and Effect. The Parties hereby ratify and affirm the terms and conditions of the Agreement and agree that except as modified by this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

6. Counterparts. This First Amendment may be executed in one or more counterparts, and by each of the parties on separate counterparts, which shall together constitute the execution of this First Amendment by the parties. Facsimile signatures by the parties shall be effective as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

CITY OF COVINGTON

By: Regan Bolli
Its: City Manager
16720 SE 271st Street, Suite 100
Covington, WA 98042

Attest:

Sharon Scott, City Clerk

Approved as to form - City:

Covington City Attorney

KENT SCHOOL DISTRICT

By: Dr. Calvin Watts
Its: Superintendent

Address: ____________________________

Approved as to form - District:

Kent School District Attorney

Approved as to form - City:
SUBJECT: CONSIDER AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MAHTO CONSTRUCTION INC. FOR AN AMOUNT NOT TO EXCEED $33,000 FOR FENCE INSTALLATION AT COVINGTON COMMUNITY PARK.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Bid Proposal Spreadsheet
2. Agreement with Mahto Construction Inc.

PREPARED BY: Ross Junkin, Operations & Maintenance Manager

EXPLANATION:
The Public Works Department solicited bids from all the fencing and gate contractors identified on the Municipal Research and Services Center (MRSC) Small Works Roster for fence installation at Covington Community Park. Fifteen contractors requested the bid specifications packet. Six companies provided complete bid proposals for the service, which proposals are outlined in Attachment 1 hereto. The engineer’s estimate was $35,000.

The lowest, responsive bidder is Mahto Construction Inc. Their bid is listed below.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Bid Quantity</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6’ high, black vinyl coated #9 gauge chain link fencing; INSTALLED IN GROUND</td>
<td>344</td>
<td>L.F.</td>
<td>$ 42.15</td>
<td>$ 14,499.60</td>
</tr>
<tr>
<td>2</td>
<td>6’ high, black vinyl coated #9 gauge chain link fencing; INSTALLED ON TOP OF CONCRETE WALL</td>
<td>115</td>
<td>L.F.</td>
<td>$ 71.74</td>
<td>$ 8,250.10</td>
</tr>
<tr>
<td>3</td>
<td>6’ high, Amico Medium Security (ANC .50-2.25) non-conductive removable fence</td>
<td>144</td>
<td>L.F.</td>
<td>$ 43.40</td>
<td>$ 6,249.60</td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$ 28,999.30</td>
</tr>
<tr>
<td></td>
<td>STATE SALES TAX (8.6%)</td>
<td></td>
<td></td>
<td></td>
<td>$ 2,493.94</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$ 31,493.24</td>
</tr>
</tbody>
</table>

Note: Mahto Construction Inc. had a bid irregularity with the sales tax. That correction of error was a simple mistake in calculation and does not affect the status of Mahto Construction Inc. as lowest responsive/responsible bidder.
Staff requests the City Council to award the Agreement for fence installation at Covington Community Park to the lowest, most qualified bidder, Mahto Construction Inc., for an amount not to exceed $33,000 to perform the scope of work as outlined in the attached agreement (Attachment 2). All areas will be measured for final payment.

**ALTERNATIVES:**
Reject all bids and re-advertise the project for competitive bids later.

**FISCAL IMPACT:**
The contract is not to exceed $33,000. The 2016 budgeted amount for this activity is $37,500 in the Covington Community Park Capital Improvement Program Fund. The Finance Department will transfer the funds from the general fund to CIP upon completion.

**CITY COUNCIL ACTION:**   

Councilmember ___________ moves, Councilmember ___________ seconds, to award and authorize the City Manager to execute an Agreement with Mahto Construction Inc. in an amount not to exceed $33,000 for fence installation at Covington Community Park, in substantial form as attached hereto.

**REVIEWED BY:**  City Manager, City Attorney, Finance Director
<table>
<thead>
<tr>
<th>Date</th>
<th>Company Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Bid Proposal Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/30/16</td>
<td>Mahto Construction Inc.</td>
<td>Marcus Reum</td>
<td>P.O. Box 2391, Gig Harbor, WA 98335</td>
<td>253-655-9070</td>
<td>$32,372.09</td>
</tr>
<tr>
<td>01/09/17</td>
<td>C &amp; P Fencing</td>
<td>Paul Pohlman</td>
<td>1516 Chinook Ave, Enumclaw, WA 98022</td>
<td>360-802-1059</td>
<td>$33,958.35</td>
</tr>
<tr>
<td>01/09/17</td>
<td>Danneko construction</td>
<td>Gary Knesevitch</td>
<td>10436 NE 112th Street, Kirkland, WA 98033</td>
<td>425-301-9961</td>
<td>$35,161.37</td>
</tr>
<tr>
<td>12/21/16</td>
<td>All Around Fence</td>
<td>Ron Dagley</td>
<td>P.O. Box 1029, Ravensdale, WA 98051</td>
<td>253-863-4895</td>
<td>$35,635.14</td>
</tr>
<tr>
<td>01/06/17</td>
<td>Commercial Fence Corp.</td>
<td>Steve Jeffery</td>
<td>14420 Des Moines Memorial Dr. S. SeaTac, WA 98168</td>
<td>206-767-7433</td>
<td>$40,056.73</td>
</tr>
<tr>
<td>01/06/17</td>
<td>Nordic Construction Inc.</td>
<td>Jack Miller</td>
<td>106 55th Ave East, Fife, WA 98424</td>
<td>253-922-3100</td>
<td>$74,015.24</td>
</tr>
</tbody>
</table>

* Mahto Construction Inc. calculated the sales tax incorrectly. See blue sheet for correct amount.
CITY OF COVINGTON
AGREEMENT
SMALL PUBLIC WORKS PROJECT

Parties: City of Covington and Mahto Construction Inc.
Project: Covington Community Park Fence Installation
Commencing: January 25, 2017
Ending: May 31, 2017
Amount: $33,000

THIS AGREEMENT is made and entered this 24th day of January, 2017, by and between the City of Covington, a Washington municipal corporation (the "City"), and Mahto Construction Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the installation of a fence at Covington Community Park (CCP), located at 17649 SE 240th Street, Covington, WA; and

WHEREAS, pursuant to the invitation of the City, the Contractor did submit a quote; and

WHEREAS, the City has determined that the Contractor's offer was the best qualified and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties covenant and agree as follows:

1. Scope of Work. The Contractor shall do all the work, including all construction and services, and furnish all tools, materials, and equipment for the Covington Community Park fence installation project in accordance with and as described in the Contractor’s quote (“Proposal”), attached hereto as Exhibit 1 and incorporated herein by this reference (the “Work”) and shall perform any alterations in or additions to the Work as provided under this Agreement. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work unless otherwise specified in this Agreement.

2. Time for Performance. The Work shall be completed no later than May 31, 2017 (“Time for Performance”), unless otherwise amended by the parties pursuant to the terms of this Agreement. Work hours shall be limited to weekdays only, between the hours of 7:00 am and 8:00 pm unless otherwise approved in advance by the City. Time shall be considered of the essence for the performance of each and every provision of this Agreement.
2. **Contract Documents.** The contract between the parties includes this Agreement along with the Proposal, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein and shall be referred to as the "Contract Documents."

3. **City Responsibility/Payment.** The City hereby promises and agrees to retain the Contractor to provide the materials to do and cause to be done the Work and to complete and finish the same according to the Proposal, Design and Construction Standards, and the terms and conditions contained in this Agreement. The City agrees to pay the Contractor a sum not to exceed $33,000 ("Contract Sum") for the actual work completed according to the Scope of Work pursuant to Section 1 herein.

4. **Warranties/Guaranty.**

   4.1 The Contractor warrants to the City that any materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by the City, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

   4.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from, any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one (1) year after its acceptance thereof by the City.

5. **Change Orders.** Changes in the scope of Work, in the amount of the Contract Sum, or in the Time for Performance, may be accomplished only by a written document, signed by the Contractor and the City ("Change Order"). Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the Change Order.

6. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

   6.1 **Automobile Liability insurance** with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

   6.2 **Commercial General Liability insurance** written on an occurrence basis with limits no
less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse, and underground (XCU) if applicable; and employer's liability; and

6.3 **Worker’s Compensation** insurance at the limits established by the State of Washington.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects to the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension, or material change in coverage.

7. **Prevailing Wages.** Pursuant to RCW 39.12.040, prior to payment by the City of the Contract Sum, the Contractor must submit, on behalf of itself and each and every subcontractor, a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the Work, the Contractor must submit, on behalf of itself and every subcontractor, an "Affidavit of Wages Paid".

8. **Assignment/Delegation.** The Contractor shall not assign this Agreement nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. **Applicable Law; Venue.** This Agreement shall be subject to, and the Contractor shall at all times comply with all applicable provisions of the Covington Municipal Code; City ordinances; and federal, state, and local laws, regulations, and rules. Venue for any action hereunder shall be exclusively in King County Superior Court.

10. **Termination.** This Agreement may be terminated by either party upon default in performance of the other party, only if such default is not cured within ten (10) days of written notice thereof and upon notification of intent to terminate this contract in writing thirty (30) days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

11. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this contract 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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Independent Contractor. It is the intention and understanding of the City and the Contractor that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay, or any other benefit of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. The Contractor shall be solely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Contractor shall have the sole judgment of the means, mode, or manner of the actual performance of this Agreement. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

13. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

14. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Agreement or for breach of this Agreement by the other party, the parties agree that the nonprevailing party shall pay to the prevailing party reasonable attorneys’ fees and expert witness fees, costs, and disbursements incurred by such party.

15. Entire Agreement/Binding Effect. This Agreement, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

16. Modification. No modification of this Agreement shall be of any force or effect unless made in a writing signed by the parties.

17. Severability. If any provision of this Agreement is held invalid the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and shall continue in force and effect.

18. Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the parties as indicated in the signature block below
CITY OF COVINGTON, WASHINGTON

By: _______________________________________
Title: _____________________________________
Date: _____________________________________

TO CITY:

Public Works Department
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042
Telephone: (253) 480-2400
Fax: (253) 480-2401

Approved as to form:

Attorney-Approved Template Used

CONTRACTOR

By: _______________________________________
Title: _____________________________________
Date: _____________________________________

TO CONTRACTOR:

Mahto Construction Inc.
P.O. Box 2391
Gig Harbor, WA 98335
Telephone: (253) 655-9070
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Bid Quantity</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6' high, black vinyl coated #9 gauge chain link fencing; INSTALLED IN GROUND</td>
<td>344</td>
<td>L.F.</td>
<td>$42.15</td>
<td>$14,499.60</td>
</tr>
<tr>
<td>2</td>
<td>6' high, black vinyl coated #9 gauge chain link fencing; INSTALLED ON TOP OF CONCRETE WALL</td>
<td>115</td>
<td>L.F.</td>
<td>$71.74</td>
<td>$8,250.10</td>
</tr>
<tr>
<td>3</td>
<td>6' high, Amico Medium Security (ANC .50-2.25) non-conductive removable fence</td>
<td>144</td>
<td>L.F.</td>
<td>$43.40</td>
<td>$6,249.60</td>
</tr>
</tbody>
</table>

SUB TOTAL $28,999.30
STATE SALES TAX (8.6%) $2,493.94
GRAND TOTAL $31,493.24
SCOPE OF SERVICES

The Contractor agrees to provide fence installation services during this contract as follows. See Exhibit C for Site Plan.

Contractor will provide all necessary labor, material and equipment to perform the work described herein:

1. Install (344’) of 6’ high, black vinyl coated #9 gauge chain link fencing in ground. It is the Bidder’s responsibility to verify conditions prior to submitting a bid. 8-2”-6’ CLF 2 7/8” end posts, 2 3/8” lines, 1 5/8”; Top rail, bottom tension wire. See WSDOT Standard Plan FS-2 for design of fence (Exhibit B).

2. Install (115’) of 6’ high, black vinyl coated #9 gauge chain link fencing on top of an existing concrete wall. Fence posts installed on the wall shall be installed in cored out holes that are 24” deep (contractor to core/incidental to fence costs) and grouted in. It is the Bidder’s responsibility to verify conditions prior to submitting a bid. (See WSDOT Standard Plan FS-2 for design of fence).

3. Install (144’) of 6’ tall, Amico Medium Security (ANC .50-2.25) non-conductive removable fence in the location shown on Exhibit C. This fence will be installed so that it extends 50 feet from the closest leg of the Bonneville Power (BPA) tower.
The proposed project is to install a 6’ fence along the western property boundary of King County parcel #2422059182, which is part of Covington Community Park (owned by the City of Covington). Proposed chain-link fence sections shall be 6’ in height and comprised of black vinyl covered chain-link fencing. Proposed Amico medium security (ANC .50-2.25) non-conductive fence sections shall be 6’ in height and constructed so no conductive material continues the length of the fence.
SUBJECT: APPOINTMENTS TO OPENINGS ON THE PARKS & RECREATION COMMISSION

RECOMMENDED BY: Ethan Newton, Parks & Recreation Director

ATTACHMENTS: See Interview Schedule and applications provided separately
1. Parks & Recreation Commission 2016 Attendance Summary
2. Parks & Recreation Commission 2017 Attendance Summary

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
The City received two applications for consideration of two openings on the Parks & Recreation Commission. All applicants are adults eligible to serve the three-year term. All applicants reside inside the Covington city limits. The Council interviewed both applicants on January 24, 2017.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
<th>Attendance Last 12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zbigniew Tomalik (reapplying to Position No. 1)</td>
<td>Inside city limits</td>
<td>67%</td>
</tr>
<tr>
<td>Steven Pand (former P&amp;R commissioner)</td>
<td>inside city limits</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The Parks and Recreation Commission shall consist of seven members appointed by the City Council, two of which may be youth members who must be between the ages of 14 and 18 years at the start of their term. Up to two of the members may reside outside the city, but those outside must reside within a three-mile radius of the city limits. The remaining five members must reside or work within the city limits.

Each position shall have a term of office for three years; provided, however, any member designated as a youth member shall serve only for one year. If a youth member is appointed, the Council shall fill the position for the remaining years, if any, at the end of the youth term. Terms shall commence on February 1st and expire on January 31st of the respective years. When a vacancy occurs, the replacement shall be for the remainder of the unexpired term.

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the open positions.
CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___X__ Motions ___ Other

Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill Position No. 1 on the Parks & Recreation Commission with a term expiring January 31, 2020.


REVIEWED BY: City Manager, Parks & Recreation Director, City Clerk
### PARKS & RECREATION COMMISSION 2016 ATTENDANCE SUMMARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Conni Elliott</th>
<th>Bryan Higgins</th>
<th>Lisa Knaptton</th>
<th>Troy McIntyre</th>
<th>Laura Morrissey</th>
<th>Steve Pand</th>
<th>Zbigniew Tomalik</th>
<th>Justin Reed</th>
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**P** = Present

**T** = Tardy or left early

**AE** = Absent, excused

**AU** = Absent, unexcused

**C** = Meeting Cancelled

---

**Legend:**
- Present = **P**
- Tardy or left early = **T**
- Absent, excused = **AE**
- Absent, unexcused = **AU**
- Meeting Cancelled = **C**
### PARKS & RECREATION COMMISSION 2017 ATTENDANCE SUMMARY

<table>
<thead>
<tr>
<th>Commission</th>
<th>Meeting</th>
<th>Present</th>
<th>Tardy or left early</th>
<th>Absent, excused</th>
<th>Absent, unexcused</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conni Elliott</td>
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<td>Bryan Higgins</td>
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<td>Laura Morrissey</td>
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<td>Zbigniew Tomalik</td>
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<tr>
<td>Justin Reed</td>
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<td>1</td>
</tr>
</tbody>
</table>

Present = P  
Tardy or left early = T  
Absent, excused = AE  
Absent, unexcused = AU  
Meeting Cancelled = C
SUBJECT: REVIEW THE 2016 SUMMIT ACTION ITEMS LIST

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. 2016 Summit Action Items List

PREPARED BY: Regan Bolli, City Manager

EXPLANATION:
On January 30, 2016 the Covington City Council and Management Team held their annual summit to discuss ongoing and new projects and policies for the coming year. After the summit was held a summary was drafted by facilitator Jim Reid and adopted by Council. From that summary an action item list was created to track the work completed on each action item from the summit.

This list is periodically reviewed and followed up on by staff and was presented to council at the mid-year mark last July. With the close of 2016 the updated list is being presented to council.

ALTERNATIVES:

FISCAL IMPACT:

CITY COUNCIL ACTION: ___ Ordinance ___ Resolution ___ Motion ___ Other
This item is for discussion purposes only.

REVIEWED BY: City Manager
<table>
<thead>
<tr>
<th>Item</th>
<th>Task</th>
<th>Status</th>
<th>Person(s) Assigned</th>
</tr>
</thead>
</table>
| Vision, Mission, Goals | 1. Retitle “Youth and Families” - change language to read “Provide city services, programs, and facilities that emphasize and meet the needs of Covington’s…” Propose a word for the ending of the sentence that is inclusive, welcoming, and personable.  
2. Council asked the staff to use a better word than “residents” or “citizens.”  
3. Once they have reached consensus on the new goal statement, the vision, mission, and goals should be given to the Commissions with a request that their members react to and, if interested, comment on these items. | All identified changes made and approved by council. The edited version has been sent to commissions. New posters to be printed after any final edits are made. | Karla             |
| Strategic Plan       | 1. Identify more specific strategies to achieve the goals (a “road map”); b) identifying and ranking priority actions or projects to advance the goals and strategies; and c) more clearly directing resources to those actions or projects.  
2. Present a proposed process, including a timeline for producing the initial plan and efficient means for obtaining input from the Commissions and public. | Met with Jim Reid and developed a task plan, timeline and budget, worked on survey to tie into plan. Jim met with Management Team on 7/26/16. Leadership Team created goal objectives. Jim facilitated a discussion on 10/29 with the council. Have meet several times with council working on the creation of action items. Put on hold for council to discuss the process at the 2017 summit. | Regan             |
| Biennial Budget      | Initiate a biennial budget process beginning on 1 January 2017. The first biennial budget will be for 2017-’18 and needs to be adopted by resolution no later than June of this year | Brought to council and passed an ordinance to start the budget process for a Jan 1, 2019 implementation date. | Rob               |
| Public Safety        | 1. reach out to and educate business owners and neighbors; b) encourage them to voluntarily take more responsibility for crime prevention; and c) encourage the use of building design | Have visited nearly 30 different organizations including service organizations, HOA’s, businesses, radio station, commissions, RFA, schools and more. Discussed public safety related issues and how we can all be involved. | Andy, Karla, Sharon, Regan |
### Public Safety Cont.

1. Features that help prevent such crimes as vandalism, burglaries, and shoplifting.
2. Help establish more block watch groups. Work with neighborhood organizations, including Home Owners’ Associations (HOAs). The City may also work with schools to educate administrators, parents, and students about what they can do to help prevent crimes.
3. Increase participation in the City’s Volunteers in Police Service program.
4. Discuss with Lakepointe Developers about a storefront.
5. Work for a substance abuse treatment facility in the Covington area.

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### 20th Anniversary

1. Begin with a “soft” opening on 31 August 2016, the 19th anniversary, and ends with a celebration on 31 August 2017.
2. Develop a proposal, including options and a budget.

A plan was developed and approved by council. The plan was kicked off at the Dec. 3 tree lighting event and will continue throughout 2017. It will culminate with an event on the city's official birthday - August 31.

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### Homelessness

Get this item on the agenda and discuss and present on this topic at the 2016 annual tri-cities meeting.

Done

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### Town Center

1. Determine if and when the School District will put the property on the market;
2. Prepare a resolution for the City Council to endorse the bond measure that the School District will place on the ballot;
3. Prepare a Memorandum of Understanding (MOU) with Panattoni to purchase the school property when it comes available;
4. Organize a Council “listening session” at Kentwood High School

1. KSD indicated that the property would be available 2 years from the time the bond passes.
2. Resolution was prepared and passed and sent to KSD. Did this a second time for the Nov. Ballot.
3. Researched our RFP with the other final consultant for our town center development and met to discuss this project with them.
4. Held listening session at Kentwood.
5. Working on short plat with KSD.

---

Karla

Regan, Sharon, Noreen

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<table>
<thead>
<tr>
<th>Category</th>
<th>Task Description</th>
<th>Details</th>
<th>Responsible Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizen Survey</td>
<td>Conduct a citizen survey including a few questions regarding town center.</td>
<td>Developed questions, presented to council and submitted to survey firm. Survey conducted Dec. 1-20 and final report received from consultant. Results to be discussed at council summit.</td>
<td>Karla, Regan</td>
</tr>
<tr>
<td>Volunteer Appreciation</td>
<td>Combine the volunteer appreciation dinner with a summer concert and have a volunteer night.</td>
<td>A catered appreciation dinner was held at CCP in conjunction with the last Concert of the Summer Concert Series. There were around 100 RSVPs and roughly 65 people actually attended. Of those 65, about 20 were volunteers and the rest were their family members.</td>
<td>Noreen, Karla</td>
</tr>
<tr>
<td>State of the City</td>
<td>Combine the “State of the City Address” with the event at which the “Commissioner of the Year” Award is given. This event would most likely be held in January or November.</td>
<td>Event was held on January 10, 2017. Commissioner and volunteer nominations have been received and voted on. Email invitations have been sent to all commissions. Was a very successful event.</td>
<td>Sharon, Noreen</td>
</tr>
</tbody>
</table>
| Youth City Council             | 1. Draft a youth city council/board ordinance  
2. Recruit adult leaders | Met with and gathered numerous bylaws and ordinances from other jurisdictions. Presented a resolution to council for adoption. Currently recruiting adult leaders/mentors.                                                                 | Regan, Sharon       |
| Illegal Dumping                | 1. Work with HOA’s to help prevent illegal dumping.  
2. Council agreed to work closely with the business community to help prevent or reduce illegal dumping and to ensure that commercial areas are well maintained.  
2. Since the adoption of mandatory garbage there has been no significant decrease or increase of illegal dumping. The trend seems to be steady at around three incidents per month. | Richard, Regan      |
| Council Policies and Operations| 1. Amend current polices and operations to reflect the changes agreed to at the council summit.  
2. Draft a code of ethics.  
3. Discussion with commissions on how the Council and Commissions interact. The purpose of these discussions will be to elicit from Commission members any ideas for improving communications and interactions, including the | 1. Policies amended and approved by council.  
2. Code of ethics drafted and approved by council.  
3. Spoke with each commission and presented findings to council. | Sara, Sharon, LT     |
- Current monthly report Commission Chairs give at a council meeting.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Details</th>
<th>Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter from Mayor</td>
<td>Letter of gratitude sent to Commission members when they step down, and urge them to complete the survey. The Mayor would also like the letter to include an offer for departing Commission members to meet with him to discuss their experience serving the City on a Commission.</td>
<td>Converting the current email to letter form for Mayors signature and it will include invitation to meet with the Mayor.</td>
<td>Sharon, Karla</td>
</tr>
<tr>
<td>Sister City</td>
<td>Facilitate the cultural exchange program and recruit host families.</td>
<td>Developed a recruitment packet, visited high schools and other organizations to recruit host families and coordinated travel plans with Tatsuno. Hosted ten students and three chaperones.</td>
<td>Regan, Karla</td>
</tr>
<tr>
<td>Legislative</td>
<td>Legislative Agenda and lobbying efforts</td>
<td>Met numerous times with our legislators throughout the session and after the session. Continually work with our city lobbyist. Invited legislators to council meeting to recognize them for their service.</td>
<td>LT</td>
</tr>
</tbody>
</table>
DISCUSSION OF FUTURE AGENDA ITEMS:

6:00 p.m., Tuesday, February 14, 2017
Special Meeting – Joint Study Session with Planning Commission

7:00 p.m., Tuesday, February 14, 2017
Regular Meeting

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

CALL CITY COUNCIL JOINT STUDY SESSION TO ORDER

APPROVAL OF AGENDA

ITEM(S) FOR DISCUSSION
  1. Planning Commission 2017 Work Plan (Hart)

ADJOURN

*Note* A Regular Council meeting will follow at approximately 7:00 p.m.
CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. Speakers may request additional time on a future agenda as time allows.*

APPROVE CONSENT AGENDA
C-1. Minutes: January 24, 2017 Special & Regular Meetings (Scott)
C-2. Vouchers (Hendrickson)
C-3. Authorize City Manager to Sign Deed of Right of Use for SoCo Park Property (Newton)
C-4. Authorize Covington Community Park Phase 2 Development Statutory Warranty Deed for Dedication of Right-of-Way (Newton)
C-5. Approve American’s with Disabilities Policy Statement (Vondran)

NEW BUSINESS
1. Consider Planning Commission 2017 Work Plan (Hart)
2. Discuss Revised Compensation Philosophy and Comparable Cities (Beaufreere)
3. Adopt Resolution Documenting Compliance with Vision 2040 (Hart)
4. Discuss and Consider Approving Public Records Policy (Scott)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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