Note: Council will interview applicants telephonically/virtually for the Human Services Commission and Youth Council at 6:00 p.m.

This City Council Special Meeting and City Council Regular Meeting will both be held telephonically and virtually to comply with Governor Inslee’s Proclamation 20-28 (as amended and extended), which, among other things, suspended various requirements under the Open Public Meetings Act, Chapter 42.30 RCW, and prohibited public agencies from conducting meetings in person through June 17, 2020. This agenda was issued on June 17, 2020; therefore, if Governor Inslee’s Proclamation is not extended to encompass the date of these meetings, appropriate accommodations will be made. “Appropriate accommodations” means that in addition to the meetings being held telephonically and virtually, the city will provide council chambers at 16720 SE 271st Street, Covington, WA 98042 for in-person participation in the meetings. Furthermore, if Governor Inslee’s Proclamation is not extended, the City Council will still participate in the meetings telephonically and virtually, and for the safety of city staff and citizens, the city encourages all citizens to participate telephonically and virtually as well. Please check the city’s website prior to the meetings for the most up to date information regarding how citizens may participate in these meetings: https://covingtonwa.gov/.

The City Council Special and Regular Meetings will be held telephonically and virtually as follows:

Join Online: https://us02web.zoom.us/j/83950456750?pwd=aHRzQkF4RjJtaU03USt0RXUYyNDVodz09
Password: Covington

Join by Telephone: 253-215-8782
Webinar ID: 839 5045 6750
Password: 874571

If Governor Inslee’s Proclamation 20-28 (as amended and extended) is not extended to encompass the date of these meetings, this City Council meeting will be held telephonically and virtually as provided above, and an in-person option will also be provided at:

City of Covington, Council Chambers
16720 SE 271st Street, Covington, WA 98042

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA
PUBLIC COMMUNICATION

- Covington Chamber of Commerce Quarterly Update – Jennifer Liggett

RECOGNITION FOR RETIRING COUNCILMEMBER HOLLUMS

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA

C-1. Minutes: May 26, 2020 Regular Meeting Minutes, June 2, 2020 Emergency Meeting Minutes, June 9, 2020 Special (Interview) & Regular Meeting Minutes; and January 25, 2020 Summit Summary with Corrected Scrivener’s Error (Michaud)

C-2. Vouchers (Parker)

C-3. Authorize City Manager to Execute Supplement Number 1 with Transpo Group USA, Local Agency Agreement Supplement Number 2 with Washington State Department of Transportation, and Addendum to the Interlocal Agreement with Covington Water District for the SR 516 and Covington Way Intersection Improvement Project (CIP 1063) (Lindskov)

REPORTS OF COMMISSIONS

- Arts Commission
- Economic Development Council
- Human Services Commission
- Parks & Recreation Commission
- Planning Commission
- Youth Council

NEW BUSINESS

1. Presentation on South King Housing and Homelessness Partners (Angela San Filippo, SKHHP)
2. Consider Appointment to Human Services Commission (Council)
3. Consider Appointment to Youth Council (Council)
4. Discuss Replacement Options for Holiday Tree (Vondran)
5. Consider Resolution Authorizing the City Manager to Seek Washington State Recreation and Conservation Office Grant Funds for the SE 256th Street Culvert Replacement and Road Widening Project (CIP 1145) (Lindskov)
6. Accept Councilmember Hollums Resignation and Approve Process to Fill Vacancy of Council Position No. 6 (Council)
7. Authorize City Manager to Execute a Professional Services Agreement with Evergreen Business Capital, a 501(C)(4) Nonprofit, to Administer, Distribute, and Provide Audit-Ready Reporting on Funds Provided Under the CARES Act for Small Locally-Owned Business Rapid Relief Grant Program (Estep)
8. Consider Allocation of CARES Act Funds to Provide Assistance to The Storehouse Foodbank (Johnston)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS
PUBLIC COMMENT  See guidelines 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: MAY 26, 2020 CITY COUNCIL REGULAR MEETING MINUTES; JUNE 2, 2020 CITY COUNCIL EMERGENCY MEETING MINUTES; JUNE 9, 2020 CITY COUNCIL SPECIAL (INTERVIEW) & REGULAR MEETING MINUTES; AND JANUARY 25, 2020 CITY COUNCIL SUMMIT SUMMARY – WITH CORRECTED SCRIVENER’S ERROR

RECOMMENDED BY: Joan Michaud, City Clerk

ATTACHMENT(S): Proposed Minutes and Summit Summary with Corrected Scrivener’s Error.

PREPARED BY: Joan Michaud, City Clerk

EXPLANATION:
It was discovered after the Council had approved the January 25, 2020 Summit Summary that a Scrivener’s error had been made on Page 2, Item No. 8. The Council’s desire to allow Youth Council Members to remain in their positions until graduation had inadvertently been left out of the summary. The correction is shown in yellow highlight on Page 2.

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

Councilmember _________ moves, Councilmember _________ seconds, to approve the May 26, 2020 City Council Regular Meeting Minutes; June 2, 2020 City Council Emergency Meeting Minutes; June 9, 2020 City Council Special (Interview) & Regular Meeting Minutes; and January 25, 2020 City Council Summit Summary – with Corrected Scrivener’s Error.
NOTE: This City Council meeting was held telephonically and virtually to comply with Governor Inslee’s Proclamation 20-28 (as amended and extended), which, among other things, suspended various requirements under the Open Public Meetings Act, Chapter 42.30 RCW, and prohibited public agencies from conducting meetings in person through May 31, 2020. All items on the agenda are either (1) necessary and routine; or (2) necessary to respond to the COVID-19 outbreak and current public health emergency.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, May 26, 2020, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Fran Hollums, Jared Koukal, Kristina Soltys, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Mark Orthmann, City Attorney; Mayson Morrissey, Information Technology Manager (in person); Bob Lindskov, City Engineer; Matthew Keough, Parks Planning & Development Manager; Julie Johnston, Personnel & Human Services Planner; and Krista Bates, Executive Assistant/Deputy City Clerk.

All attendees present via Zoom except as noted.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as amended to add a COVID-19 Non-Discrimination Proclamation and add New Business Item 7, Consider Ordinance Relating to the Adoption of Interim Land Use Regulations.

PUBLIC COMMUNICATION:
- Mayor Wagner read the COVID-19 Non-Discrimination Proclamation.

PUBLIC COMMENT:
Mayor Wagner called for public comments from the public attending via Zoom.

There being no comments, Mayor Wagner closed the public comment period.
APPROVE CONSENT AGENDA:
C-1. Vouchers: Vouchers #40899 - #40948, including ACH payments in the amount of $238,738.56, dated May 8, 2020; Paylocity Payroll Voucher #1012105961 - #1012105964, plus employee direct deposits and wire transfers, in the amount of $222,560.88, dated April 17, 2020; Paylocity Payroll Voucher #1012147598, plus employee direct deposits and wire transfers, in the amount of $151,418.80, dated May 1, 2020; and Paylocity Payroll Voucher #1012185550 - #101218550, plus employee direct deposits and wire transfers, in the amount of $140,660.73, dated May 15, 2020.

C-2. Authorize City Manager to Execute a Wetland Notice Acknowledging Wetland and Wetland Mitigation Restrictions at Covington Community Park.

C-3. Authorize City Manager to Execute a Deed of Right to Use the SoCo Park Parcel No. 362205-9035 for Public Outdoor Recreation.


The consent agenda was approved as presented.

PUBLIC HEARING:
1. Receive Public Testimony on Proposed 2021-2026 Transportation Improvement Program.

City Engineer Bob Lindskov gave the staff report on this item.

Mayor Wagner called for public comments for the Public Hearing from the public attending via Zoom.

The following people provided public comment: Beth Porter.

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

NEW BUSINESS:

Finance Director Casey Parker provided the staff report on this item.

Councilmembers provided comments and asked questions, and Ms. Parker and Mr. Bolli provided responses.

City Manager Regan Bolli gave the staff report on this item.

**Council Action:** Having found this action to be necessary and routine, Mayor Pro Tem Smith moved and Councilmember Koukal seconded to appoint Mayor Wagner, Councilmember Soltys, and Councilmember Cimaomo as the voting delegates to represent the City of Covington at the 2020 Association of Washington Cities Annual Business Meeting. Vote: 7-0. Motion carried.

4. Discuss Options for Providing Residential Rental Assistance through CARES Act.

City Manager Regan Bolli gave the staff report on this item and noted Julie Johnston, Personnel & Human Services Planner was also standing by to answer questions.

Councilmembers provided comments and asked questions, and Mr. Bolli and Ms. Johnston provided responses.

**Council Action:** Having found that this action is necessary and routine and necessary to respond to the COVID-19 outbreak and current public health emergency, Councilmember Cimaomo moved and Mayor Pro Tem Smith seconded to allocate up to $40,000 of the Coronavirus Relief Fund to rental assistance. Vote: 7-0. Motion carried.

5. Consider Resolution to Seek Washington State Recreation and Conservation Office Grant Funds for Jenkins Creek Park and Trail Project.

Parks Planning & Development Manager Matthew Keough gave the staff report on this item.

**Council Action:** Having found that this action is necessary and routine, Councilmember Cimaomo moved and Councilmember Koukal seconded to adopt Resolution No. 2020-08, in substantial form as that provided in the agenda packet, to seek Washington State Recreation and Conservation Office grant funds for Jenkins Creek Park and Trail Project. Vote: 7-0. Motion carried.

6. Consider Resolution to Seek Washington State Recreation and Conservation Office Grant Funds to Acquire Land for Welcome Park.

Parks & Recreation Director Ethan Newton gave the staff report on this item.

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

**Council Action:** Having found that this action is necessary and routine, Councilmember Koukal moved and Councilmember Harjehausen seconded to adopt Resolution No. 2020-09, in substantial form as that provided in the agenda packet, to seek Washington State Recreation and Conservation Office grant funds to acquire land for Welcome Park. Vote: 7-0. Motion carried.

7. Consider Ordinance Relating to the Adoption of Interim Land Use Regulations.
Community Development Director Gina Estep gave the staff report on this item.

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

**ORDINANCE NO. 07-2020**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO THE ADOPTION OF INTERIM LAND USE REGULATIONS PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390 TO CONTROL THE PROVISION OF ON-SITE RECREATION SPACE FOR NEW MULTIFAMILY DEVELOPMENT IN THE DOWNTOWN ZONE; AMENDING CMC 18.35.005; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

Council Action: Having found this action to be necessary and routine, Councilmember Soltys moved and Councilmember Harjehausen seconded to approve an Ordinance relating to the adoption of interim land use regulations pursuant to RCW 35A.63.220 and RCW 35A.63.390 to control the provision of on-site recreation space for new multifamily development in the downtown zone; amending CMC 18.35.005; adopting findings of fact; providing for severability; declaring an emergency; and establishing an immediate effective date. Vote: 7-0. Motion carried.

**FUTURE AGENDA ITEMS:**
Councilmembers reviewed future agenda items.

**COUNCIL/STAFF COMMENTS:**
Councilmembers and staff made comments related to items necessary and routine or COVID-19.

**PUBLIC COMMENT:**
Mayor Wagner called for public comments from the public attending via Zoom.

The following people provided public comments: Beth Porter and Julie Johnston.

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

**ADJOURNMENT:**
There being no further business, the meeting was adjourned at 8:48 p.m.

__________________________________
Joan Michaud
City Clerk
The Emergency Meeting of the City Council of the City of Covington was called to order Tuesday, June 2, 2020, at 4:04 p.m., with Mayor Wagner presiding. The purpose of the emergency meeting was to discuss and consider for adoption an emergency ordinance related to the emergency powers of the city.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Fran Hollums, Jared Koukal, Kristina Soltys (left meeting @ 4:21 p.m. due to being inadvertently disconnected from the Zoom meeting), and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Ethan Newton, Parks & Recreation Director; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Mark Orthmann, City Attorney; and Krista Bates, Executive Assistant/Deputy City Clerk.

All attendees present via Zoom.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as presented.

NEW BUSINESS:
1. Adopt an Emergency Ordinance Amending Chapter 2.50 CMC to Clarify the City Manager’s Authority to Proclaim and Declare Emergencies and Set Criminal Penalties for Violations of Emergency Proclamations, Declarations, and Orders.

City Manager Regan Bolli and City Attorney Mark Orthmann gave the staff report on this item.

Councilmembers provided comments and asked questions, and Mr. Orthmann and Mr. Bolli provided responses.
ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING CHAPTER 2.50 CMC TO CLARIFY THE CITY MANAGER’S AUTHORITY TO PROCLAIM AND DECLARE EMERGENCIES AND SET CRIMINAL PENALTIES FOR VIOLATIONS OF EMERGENCY PROCLAMATIONS, DECLARATIONS, AND ORDERS; ADOPTING FINDINGS OF FACT; DECLARING A PUBLIC EMERGENCY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

Council Action: Councilmember Harjehausen moved and Councilmember Soltys seconded to approve Ordinance No. 08-2020 to amend Chapter 2.50 CMC to clarify the City Manager’s authority to proclaim and declare emergencies and set criminal penalties for violations of emergency proclamations, declarations, and orders. Vote: 6-0. Motion carried.

ADJOURNMENT:
The there being no further business, the meeting was adjourned at 4:23 p.m.

Joan Michaud
City Clerk
NOTE: This City Council meeting was held telephonically and virtually to comply with Governor Inslee’s Proclamation 20-28 (as amended and extended), which, among other things, suspended various requirements under the Open Public Meetings Act, Chapter 42.30 RCW, and prohibited public agencies from conducting meetings in person through June 17, 2020.

INTERVIEW: The Council conducted an interview for the Arts Commission from 6:20 to 6:40 p.m. Applicant interviewed: Lilianna (Lily) Fernandez (via Zoom). The second applicant for the Arts Commission canceled the scheduled interview, and the Youth Council applicant missed the scheduled interview.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, June 9, 2020, at 7:02 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Fran Hollums, Jared Koukal, Kristina Soltys, and Sean Smith.

STAFF PRESENT:
Regan Bolli, City Manager; Andrew McCurdy, Covington Police Chief; Don Vondran, Public Works Director; Gina Estep, Community Development Director; Casey Parker, Finance Director; Mark Orthmann, City Attorney; Mayson Morrissey, Information Technology Manager (in person); and Krista Bates, Executive Assistant/Deputy City Clerk.

All attendees present via Zoom except as noted.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as amended to move Consent Item C-5 to New Business Item 5.

PUBLIC COMMUNICATION:
City Lobbyists Vice President Briahna Murray and Assistant Governmental Affairs Consultant Holly Cocci, Gordon Thomas Honeywell Governmental Affairs, gave the End of Session Legislative Report.

PUBLIC COMMENT:
Mayor Wagner called for public comments from the public attending via Zoom.

The following person provided public comments: Brian Ross.

There being no further comments, Mayor Wagner closed the public comment period.
APPROVE CONSENT AGENDA:
C-1. Minutes: March 10, 2020 City Council Special (Interviews) & Regular Meeting Minutes; March 24, 2020 City Council Special (Interview) & Regular Meeting Minutes; April 14, 2020 City Council Regular Meeting Minutes; April 28, 2020 City Council Regular Meeting Minutes; and May 12, 2020 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #40949 - #41000, including ACH payments in the amount of $665,729.95, dated May 22, 2020; and Paylocity Payroll Voucher #1012234062, plus employee direct deposits and wire transfers, in the amount of $147,349.49, dated May 29, 2020.

C-3. Authorize City Manager to Execute Release of Interest and First Amendment to Restriction Agreement and Grant of Easement.

C-4. Authorize City Manager to Execute Facility Modification/Relocation Agreement with Puget Sound Energy for 204th Avenue SE Project (CIP 1201).

C-5. Moved to New Business Item 5.

C-6. Resolution to Ratify and Confirm Proclamations of Emergencies and Orders, Nos 02-2020 and 03-2020 Executed by City Manager on June 1, 2020 and June 2, 2020 Respectively, both of which Declared Emergencies and Imposed Curfews Related to the Regional and Local Civil Unrest.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, TO RATIFY AND CONFIRM THE CITY OF COVINGTON PROCLAMATIONS OF EMERGENCIES AND ORDERS, NOS. 02-2020 AND 03-2020, EXECUTED BY THE CITY MANAGER ON JUNE 1, 2020 AND JUNE 2, 2020, RESPECTIVELY, BOTH OF WHICH DECLARED EMERGENCIES AND IMPOSED CURFEWS RELATED TO THE REGIONAL AND LOCAL CIVIL UNREST.

The consent agenda was approved as amended.

NEW BUSINESS:
1. Consider Appointments to Arts Commission.

Council Action: Councilmember Koukal moved and Councilmember Cimaomo seconded to appoint Lilianna Fernandez to fill Youth Position No. 4 on the Arts Commission with a term expiring May 31, 2021. Vote: 7-0. Motion carried.
2. Consider Appointment to Youth Council.

As the Youth Council applicant did not attend the interview as scheduled, there was Council consensus to ask staff to reschedule the interview and move this item to a future meeting.

3. Consider Resolution Adopting City of Covington 2021-2026 Six-Year Transportation Improvement Program.

Public Works Director Don Vondran gave the staff report on this item.

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

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, ADOPTING THE 2021–26 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.

Council Action: Mayor Pro Tem Smith moved and Councilmember Cimaomo seconded to pass Resolution No. 2020-11 adopting the City of Covington 2021-26 Six-Year Transportation Improvement Program. Vote: 7-0. Motion carried.

4. Authorize City Manager to Execute an Amendment to a Public Works Agreement for Construction Services to Conduct Electrical Work at the former Covington Elementary School for Temporary Use as a COVID-19 Testing Facility and Emergency Operations Center.

Covington Police Chief Andy McCurdy provided the staff report on this item.

Councilmembers asked questions, and Chief McCurdy provided responses.

Council Action: Councilmember Koukal moved and Councilmember Cimaomo seconded to authorize the City Manager to execute amendment #1 to the public works agreement with Ferris Turney General Contractors, Inc. in the amount of $60,846 to conduct electrical work at the former Covington Elementary School in order to maintain functionality as a COVID-19 Testing and Emergency Operations Center. Vote: 7-0. Motion carried.

5. Authorize City Manager to Execute Local Agency Agreement Supplemental Number 3 and Prospectus with Washington State Department of Transportation to Obligate Constructions Funds for the Covington Connector/204th Avenue SE Project (CIP 1201).

Public Works Director Don Vondran gave the staff report on this item.

Councilmembers asked questions and Mr. Vondran provided responses.
Council Action: Councilmember Harjehausen moved and Councilmember Koukal seconded to authorize the city manager to execute Local Agency Agreement Supplement Number 3 and Prospectus with WSDOT to obligate construction funds in the amount of $21,733,400 for the Covington Connector/204th Avenue SE Project (CIP 1201). Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Councilmembers reviewed future agenda items.

City Manager Regan Bolli reported that the Parks & Recreation Commission Joint Study Session with Council would need to be rescheduled from June 23 to another future date as the commission had not been able to meet for the last couple of months.

There was Council consensus to request staff to bring an agenda item to a future meeting to discuss creation of a City of Covington multicultural diversity commission.

There was also Council consensus to request staff to bring an agenda item to a future meeting to discuss options for diversity training opportunities for city staff and elected officials.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

Executive Assistant/Deputy City Clerk Krista Bates asked the Council about preferences for the Citizen of the Year scheduling. There was Council consensus to postpone until fall.

PUBLIC COMMENT:
Mayor Wagner called for public comments from the public attending via Zoom.

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:52 p.m.

__________________________________
Joan Michaud
City Clerk
2020 COVINGTON CITY COUNCIL SUMMIT

Saturday, 25 January, 8:00 a.m. – 3:30 p.m., City Hall Council Chambers

SUMMARY

OF THE MEETING’S KEY DISCUSSIONS AND AGREEMENTS

ATTENDED: Mayor Jeff Wagner, Mayor Pro Tem Sean Smith, Council Members Fran Hollums, Jennifer Harjehausen, Kristina Solty, and Jared Koukal; City Manager Regan Bolli; Leadership Team Members Sharon Scott (City Clerk), Karla Slate (Communications), Casey Parker (Finance), Noreen Beaufreere (Human Resources), Gina Estep (Community Development), Don Vondran (Public Works), Ethan Newton (Parks and Recreation), and Andy McCurdy (Police); Staff members Bill Fealy and Jeremy Terwillegar (Public Works Maintenance); and Facilitator Jim Reid (The Falconer Group).

AS IN YEARS PAST, THE PRIMARY GOAL OF THE CITY COUNCIL SUMMIT WAS TO IDENTIFY THE STRATEGIC PATH THAT WILL ADVANCE THE CITY’S VISION, MISSION, AND GOALS. WITH THREE NEW COUNCIL MEMBERS SINCE THE 2019 SUMMIT, ANOTHER IMPORTANT GOAL WAS TO HELP THE COUNCIL AND LEADERSHIP TEAM MEMBERS LEARN ABOUT AND UNDERSTAND EACH OTHER SO THAT THEY CAN FORM AN EFFECTIVE TEAM.

AGREEMENTS OF THE 2020 COUNCIL SUMMIT

Here are the consensus agreements from this year’s City Council summit:

1. During 2020 review and revise the vision, mission, and goals to ensure they reflect current conditions in Covington, given that the community has witnessed rapid change in recent years. The Council and Leadership Team share an interest in making the focus of these documents more specific and meaningful. In updating the vision, consider making the vision and tag line, “growing toward greatness,” identical, and in updating the goals, consider replacing “Customer Service” with “Public Service.” Make the process of updating these documents transparent to the public and seek the public’s input. Once the vision, mission, and goals are revised, label the document with the date of their adoption for historic purposes.

2. In light of the above agreement, revise the strategic plan to reflect the updated vision, mission, and goal statements.

3. To achieve the interest of the Council in ensuring that the people, neighborhoods, and businesses of Covington are safe and secure, examine two potential sustainable sources of revenue to fund public
safety. They are increasing property taxes (a levy lid lift) and instituting a Business and Occupation (B&O) tax increase. In examining these options, provide Council information about the taxes businesses are currently paying and how much they pay, the pros and cons of each option, and the potential impacts on senior citizens and strategies to ameliorate them. In addition, ensure that the public is kept abreast of the Council’s deliberations of the options, and assess the appropriate timing for potentially placing an initiative or initiatives on the ballot.

4. To achieve the interest expressed by some members of City Commissions to have more interaction with and receive more direction from the City Council, the annual joint meetings need to be productive, meaning that they will result in clearer guidance and direction from the Council and a stronger link between the Commissions’ work plans and the City’s vision, mission, and goals. The monthly reports should be standardized to ensure the Council is treating the Commissions equitably. The Council continues to support the Mayor meeting individually with Commission chairs when requested to do so.

5. Retain the requirement that City Commissioners live within Covington or within three miles of its boundaries.

6. Retain the current system for Council to recruit, interview, and appoint Commission members. Revise the questions asked of applicants to reflect the updated vision, mission, and goals and to provide a more holistic picture of the applicant’s interests and qualifications.

7. Abolish the requirement that one or two representatives of youth serve on the Commissions and continue to support the important role of the Youth Council within the City’s structure of advisory groups. If a young person expresses interest in and applies to serve on a Commission, the application should be given the same consideration as the applications of adults.

8. No longer make any distinctions between Commission members who live within the city or within three miles of its boundaries. For example, abolish the requirement that a Commission contain at least one or two members who live outside but within three miles of Covington. If a Commission’s members all lived outside the city limits but within three miles of the city, the Council would be supportive of the Commission and grateful for the members’ interest and service. **No longer require one-year terms for Youth Council members. Allow Youth Council members to serve until graduation from high school.**

9. Staff will draft a policy regarding the Council’s use of social media platforms, including Facebook, Twitter, and Instagram. The City recognizes that many people get most if not all their news from social media. As the use of these platforms grows, Council members are mindful that if they “like” or share their colleagues’ posts, they run the risk of engaging in a “rolling” meeting that would violate the Open Public Meetings Act (OPMA) in a way similar to participating in a chain of email messages.

10. In the future, public comment at City Council meetings will be noted by listing the names of the people who commented. The minutes of the meetings will neither characterize nor summarize public comments.

11. The Council supports the Communications plan that was presented by Karla Slate.
12. Move the Seal of the City from behind the dais to the front (which will require it to be smaller) and place behind the dais new city logo and tagline.

13. When the agenda is put on Facebook, place at the top of the agenda the list of the main topics to be discussed, akin to an Executive Summary of the agenda items.

14. Begin to host “Coffee with the Mayor” sessions for people who are interested to meet with and talk to the Mayor and one or two other Council members. These sessions will be held monthly or every six weeks or quarterly, and Council members will take turns joining the Mayor. Mayor Wagner and Karla discussed holding the first meeting at the library on Sunday, 23 February, from 1-3 p.m., but that will be confirmed soon.

15. To continue to utilize a variety of mechanisms for communicating with citizens, the City will continue to work with the Covington Reporter to have the newspaper regularly publish an article by the Mayor about what the City is doing and/or what’s happening in the community.

16. If there is an important issue facing the community, such as a public safety measure on the ballot, the Council members will consider doorbelling the neighborhoods to help educate and hear from the public.

17. Staff will compile a list of active Homeowners Associations and the dates of their monthly or quarterly and annual meetings so that the Council can consider attending some of these meetings to present to and learn from the residents.

18. Reflecting their interests in educating the public about City business and working even more closely and effectively with the Chamber of Commerce, Council members will attend City-sponsored events and Chamber events, like the monthly Chamber After Hours.

19. Staff will prepare a “blue sheet” highlighting the alternatives to replace the Community Tree that has died, and the costs of each alternative. The City is interested in continuing the holiday community gathering and focusing it on symbol of the holidays, whether that be a tree that has been cut down in the forest and brought to the round-about or an artificial tree or a flag pole that during the holidays supports lighting. These and other alternatives will be assessed in the briefing paper.

20. To ensure that public safety vehicles, particularly fire trucks, can reach the scene of an incident, the Public Works and Public Safety Departments will analyze whether or not these vehicles can get through streets where parking is allowed on both sides (“red streets” on the neighborhood maps that we examined at the meeting). Public Works will make a “deeper dive” into reviewing all the streets to determine if there are other streets (not shown on the map examined at the meeting) less than 28 feet wide with parking on both sides. The departments will present the analysis to the Council, which will then discuss whether or not to take action. The Council recognizes that the City may have limited influence on homeowners on private streets and the costs of enforcing potential regulations must be considered.

21. As a result of the brief discussion about the use of red-light cameras, Council recognized that a bigger traffic safety issue than drivers going through red lights may be that high traffic volumes leave cars blocking intersections when a light turns from red to green. The City is interested in
reaching out to the public to reduce the incidence of blocked intersections on major thoroughfares. One idea was to publicize an Enforcement Day during which the police would ticket drivers who block the intersection when the light changes. Another idea was to simply elevate this as an issue in City communications to residents.

22. Use appropriate methods to urge Homeowners Associations (HOAs) to ensure street lighting is maintained on those streets for which they are responsible. It was mentioned that the City’s annual electricity cost of City streetlights is approximately $120,000. The City is currently in the process of transitioning many of those streetlights to LED with Puget Sound Energy (PSE) through a Transportation Improvement Board (TIB) grant that will significantly reduce those electricity costs.

23. As a result of the discussion of addressing issues of homelessness and mental and behavioral health, the Council reiterated its support for the work of the Sound Cities Association’s Regional Housing Authority.

24. Council members share an interest in the quality of neighborhoods and have noted disparities among them. These factors were cited during the discussion: whether neighborhoods are the responsibility of the City or HOAs; the age of the housing stock; differences in income levels; design standards and code enforcement; and environmental justice (the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies).

25. The City should impose a moratorium on storage units until new rules governing them can be adopted.

MAJOR ACCOMPLISHMENTS OF 2019

Below are the City’s major accomplishments during 2019 that the City Council and Leadership Team cited at the beginning of this year’s strategic planning summit:

- Last February Public Works staff kept sidewalks and roads clear and helped businesses remain open in one of the biggest snowstorms in recent history.
- The City is making progress in land acquisitions for parks and transportation projects.
- New additions to the business community are expanding the economy.
- We are taking care of what we have.
- The City purchased Covington Elementary School.
- Both the City and Chamber of Commerce are sponsoring more public events.
- The 164th Avenue SE sidewalk is finished.
- Our events are maturing. Examples: Covington Days; Movie Nights at the Park.
- The new sheltered areas at Covington Community Park are now available for people to rent.
- Our City is going “above and beyond.” We are doing things right. This is a beautiful, family-oriented community.
- The campaign gave us the opportunity to meet and hear from our constituents. We learned a lot about what they think and need.
- The transition in the Finance Department from Rob Hendrickson to Casey Parker was smooth and effective.
- Covington is a leader in the Southeast Area Legislative Transportation Coalition (SEALTC).
The dirt is piling up at Lakepointe, demonstrating the development is underway. This development presents great opportunities as well as some challenges, primarily in public safety. During the year we experienced unexpected attrition when some employees left to move out of state. The vacancies were filled appropriately. In Public Works, for example, we had staff move up the ladder, demonstrating that we have a deep bench. The same was true in Community Development, where the three most senior staff left in 2019. But staff people with less seniority stepped up beautifully to take these positions. As a result, “we have not missed a beat.” And when Rob left Finance, every employee was promoted. “We have a great team and are working well together.”

The City has been successful in securing grants. Examples: $1 million for the Aquatic/Recreation Center Feasibility Study; King County grant to help expand Jenkins Creek Park.

Finance implemented electronic time sheets.

On-line engagement increased “super significantly!”

Relations between the City and Chamber of Commerce improved. One illustration of this is that when the City cancelled the parade, the Chamber stepped in to take our place and sponsor it. In addition, “Ready Set Play” is an example of a new program that brings the City and Chamber together in an effective partnership.

The legislature calls asking for our opinion. We are becoming more renowned for our policy acumen and leadership.

The City is jumping onto opportunities, and there is a positive attitude along with confidence and pride.

It is an honor to serve on the Council and be supported by an amazing staff.

Our engagement with the Muckleshoot Tribe is a positive development.

We have had many requests to continue popular events such as Covington Days and Make a Difference Day.

The recreation programs are hitting on all cylinders. The Mayor’s Day of Concern was also hailed. Our outreach is paying off!

Thanks to Regan and Karla, the City has a better relationship with the Covington Reporter.

**REFLECTIONS ON THE VISION, MISSION, AND GOALS**

The discussion that resulted in the decision to update the vision, mission, and goals began with the Council and Leadership Team citing ways in which these tools guide and assist them.

- “They help me as an elected official focus my attention and what I want to get done.”
- “They’ve helped the Council gain consensus on most tough policy decisions.”
- “They are a living document that helps us signal who we are and what we want to achieve. They’ve given us visibility and helped us stand out.”
- “We need them to signal clear, concise messages to our constituents. I like that they appear on one page.”
- “The current vision, mission, and goals have gotten us really far. But they could be a more effective outward facing, marketable document.”
- “I fashion whatever I am doing to them, whether it is the State of the City or some other event or outreach strategy.”
- “The vision, mission, and goals are helpful because they are a mini-Comp Plan.”
- “The Council and Leadership Team have changed. It’s time for new ideas. We welcome fresh perspectives that reflect the changing city and region.”
Regan followed up these comments by reviewing the status of 2019 Summit Action Items and the strategic plan. When the Council agreed that the vision, mission, and goals should be updated this year, he commented that updating them would prompt the updating of the strategic plan, too.

THE CONTEXT FOR SUSTAINABLE FUNDING FOR POLICE

The summary of the Council’s agreement to consider increases in the property tax and B&O tax to fund public safety services is on page 2. In arriving at that decision, the Council and Leadership Team heard this background information from Police Chief Andy McCurdy:

- The Police Department has seventeen employees, thirteen of whom are patrol officers.
- All public safety funding comes from the General Fund. Last year the City spent $4.5 million on public safety, which continued the trend of annual increases in City resources devoted to the police contract.
- An appropriate standard for evaluating the need for police services is calls for service. Calls for service have been steadily increasing in Covington, particularly related to property crimes. The property crime rate is escalating in the business community; businesses are experiencing an increasing rate of thefts.
- As calls for service continue to grow, it would be prudent to consider raising the minimum staffing level from two to three officers.
- If six new patrol officers were added to the department, Covington would be able to attain the standard of having three officers on duty at all times.
- By 2035, the annual increase in police costs is projected to be $2.3 million.
- The Police Department utilizes volunteers to some extent. But the cost of recruiting, training, and maintaining volunteers is expensive.
- It is more costly to a city to have residents than businesses. If Covington wants to continue to attract commerce as a strategy to offset the costs of serving residents, the City should provide sufficient resources to prevent business theft.
- In considering options to provide sustainable funding for the police, consider that the criminal justice sales tax does not generate as much revenue as the levy lid lift or B & O tax and is more costly to administer.
- The department partners with other agencies to combat and prevent crime.

Following Andy’s comments, including responses to their questions, the Council members authorized examination of the pros and cons of raising the sales tax and/or property tax or implementing a B & O tax. The Council requested, too, that the City review the messages communicated by other cities to their voters when they placed a tax increase measure on the ballot and the voters approved it.

The Council would like the information that staff gathers to be presented in a special meeting (study session) immediately before a Council meeting so that the public might attend. Then the issue would be placed on the agenda of that Council meeting so that the discussion is fresh in everyone’s minds and the public would be there.
COUNCIL COMMUNICATIONS STYLES

To enhance communications and teamwork, Council members shared their communication styles and techniques.

**Jared:** A visual learner who seeks as an outcome an educated decision. “I want to understand the intent and the pros and cons.”

**Sean:** “I like direct communication. Give me the facts.” In terms of methods, he prefers emails so he has time to think about what someone has said and can refer back to their message.

**Fran:** Also prefers direct communication and emails so she can follow-up. Listening is important to her, which means she may appear quiet. But she is listening to learn and consider. She enjoys speaking extemporaneously in front of crowds.

**Kristina:** “Text or call me. I like to see what someone is saying.”

**Jennifer:** “No texting. Email me please.” Loves to read information to understand it better and to detect biases. “I also prefer to be direct.”

**Jeff:** “I am open to everything. There’s no such thing as too much information.” He wants to hear all sides to an issue, “all three sides of the story.” Don’t surprise him. He likes in-person communication as well as texts, emails, and phone calls.

ISSUES ON THE HORIZON

- Revenue for roads.
- Balance the community’s growth with a desire to maintain Covington’s “feeling and flavor.”
- The Station by Vintage: Will the developer’s proposal change to become 100% affordable housing?
- Outdoor opportunities for residents, such as dog parks.
- Entertainment opportunities for teenagers.

TAKEWAYS FROM THIS YEAR’S SUMMIT

- We see the community’s potential and are willing to get things done to fulfill it.
- We had and need to keep having open, frank discussions.
- Today’s discussions were productive and relevant to our future.
- The problems we discussed today are not unrealistic or impossible to fix.
- This is a new beginning and today’s meeting was very productive.
Congratulations Noreen Beaufrere and Gina Estep!

They are the winners of the First Annual City Council Summit Quiz, “How Well Do You Really Know Covington?”

They and Karla tied with 5 correct answers out of 8 questions (62.5%). The quiz went into overtime with a tie-breaking question. Gina and Noreen guessed correctly; unfortunately, Karla did not. To thunderous applause, Noreen and Gina were crowned the Summit Quiz Champions of 2020.
SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #41001 - #41064, including ACH payments in the amount of $203,308.61, dated June 5, 2020; and Paylocity Payroll Voucher #1012284478 - #1012284478, plus employee direct deposits and wire transfers, in the amount of $150,103.51, dated June 12, 2020.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember _________ moves, Councilmember __________ seconds, to approve for payment Vouchers: Vouchers #41001 - #41064, including ACH payments in the amount of $203,308.61, dated June 5, 2020; and Paylocity Payroll Voucher #1012284478 - #1012284478, plus employee direct deposits and wire transfers, in the amount of $150,103.51, dated June 12, 2020.
SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE SUPPLEMENT NUMBER 1 WITH TRANSPO GROUP USA FOR ADDITIONAL DESIGN SERVICES, LOCAL AGENCY AGREEMENT SUPPLEMENT NUMBER 2 WITH WSDOT FOR WATER MAIN WORK, AND AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COVINGTON AND COVINGTON WATER DISTRICT REGARDING WATER MAIN WORK FOR THE SR 516 AND COVINGTON WAY INTERSECTION IMPROVEMENT PROJECT (CIP 1063).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. WSDOT Standard Local Agency Agreement Supplement Number 1 with Transpo Group.
2. Local Agency Agreement Supplement Number 2 with Washington State Department of Transportation.
3. Addendum to Interlocal Agreement between the City of Covington and Covington Water District.

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
In November of 2017, council approved a contract with Transpo Group USA for design services for CIP 1063. Recently, the Covington Water District (District) discovered a need to improve its system within the proposed construction area. This Supplement Number 1 with Transpo Group USA is associated with developing the water main design. The full scope of work is included as Exhibit A of Attachment 1.

In 2005, the City of Covington and the Covington Water District negotiated and executed an interlocal agreement (ILA) to coordinate construction efforts for future street improvement projects and water facility improvements within the same right-of-way. The ILA was written to act as an umbrella agreement for future job specific agreements that could be included as an addendum to the ILA.

The SR516 and Covington Way Intersection Improvement Project from approximately 156th Place SE to 164th Avenue SE proposes to widen SR516. The Covington Water District desires to modify the existing water system in the project vicinity. This proposed addendum to the ILA sets forth the scope of work and cost for the project work that the city would be performing on behalf of the District, for which the District is required to reimburse the city.

There are three forms that need to be executed as part of the proposed supplement. The first is an agreement with Transpo Group USA to conduct the design work, the second is with WSDOT to identify how the agreement with Transpo Group USA is funded because the project has federal
and state funding, and the third is the Addendum to the Interlocal Agreement with the Covington Water District.

Staff is recommending that the agreement supplements and ILA Addendum be approved, and that the city continue the design of CIP 1063 with additional participation by the Covington Water District.

FISCAL IMPACT:  
The original Local Agency Agreement with WSDOT included $963,000 for consultant design services. Supplement Number 1 with WSDOT was for an additional $613,680 to account for the contract with Transpo Group USA’s contract cost of $1,576,680.36 to provide the design of CIP 1063. Supplement Number 1 with Transpo Group USA and Supplement 2 with WSDOT are for the modification to the existing design contract for the water main design for the Covington Water District for an additional $23,661 for a total of $1,600,341. This additional cost will be covered by the ILA Amendment with the Covington Water District.

CITY COUNCIL ACTION:  ____Ordinance  ____Resolution  ____X__Motion  ____Other

Councillmember ____________ moves, Councilmember _____________ seconds, to authorize the city manager to execute Supplement Number 1 with Transpo Group USA, Local Agency Agreement Supplement Number 2 with WSDOT, and an Addendum to the Interlocal Agreement with the Covington Water District for the SR 516 and Covington Way Intersection Improvement Project (CIP 1063).

REVIEWED BY:  City Manager, City Attorney, Finance Director
The Local Agency of City of Covington desires to supplement the agreement entered into with Transpo Group USA, Inc. and executed on 12/06/2019 and identified as Agreement No. LA-9564.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit B.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change.

III

Section V, PAYMENT, shall be amended as follows:

Budget is increased by $23,661.00 to a new maximum amount payable of $1,600,341.36

as set forth in the attached Exhibit A, and by this reference made a part of this supplement. If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Transpo Group USA, Inc. By: City of Covington

Consultant Signature Approving Authority Signature

Date
### Exhibit “A”

**Summary of Payments**

<table>
<thead>
<tr>
<th></th>
<th>Basic Agreement</th>
<th>Supplement #1</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary Cost</td>
<td>$144,072.56</td>
<td></td>
<td>$144,072.56</td>
</tr>
<tr>
<td>Overhead (Including Payroll Additives)</td>
<td>$226,626.14</td>
<td></td>
<td>$226,626.14</td>
</tr>
<tr>
<td>Direct Non-Salary Costs</td>
<td>$1,168,911.79</td>
<td>$23,661.00</td>
<td>$1,192,572.79</td>
</tr>
<tr>
<td>Fixed Fee</td>
<td>$37,069.87</td>
<td></td>
<td>$37,069.87</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,576,680.36</td>
<td>$23,661.00</td>
<td>$1,600,341.36</td>
</tr>
</tbody>
</table>
INTRODUCTION

Covington has received a PSRC grant for intersection improvements at SR 516 and Covington Way. The intersections frequently backs-up and cause excessive delays. Improvements include widening of the road, new sidewalk and planter strips, channelization signal improvements, utilities undergrounding and relocation, upgrades to the stormwater system, other associated improvements to impacted utilities and stream and culvert assessment and improvements as determined to be required.

In conjunction with the Covington Way – SR516 roadway opening, Covington Water District wishes to complete a ~393 lf portion of their system that crosses the Airstream Adventures property driveway along SR516 connecting to an existing water line to the west and extending east to the existing 90-degree bend. The design includes 12” water main, hydrant, service lines and meter reconnections. This scope of work is for design and preparation of construction documents for the waterline extension to be constructed with the Covington Way – SR516 project.

Task 01 – Project Management

Progress Reports and Invoices

As part of the project, the Subconsultant will prepare monthly progress reports and invoices for the overall project that will include this work as a separate task. The Subconsultant will submit these monthly progress reports to TranspoGroup’s Project Manager with the monthly invoices.

Work Elements:
- Coordinate with prime consultant.
- Coordinate with Covington Water District

Assumptions:
- This contract duration shall be no longer than 24 months (design through construction).
- Progress reports and invoices for this supplement will be included in the overall monthly progress reports and invoices. This work will be listed as a separate task.
- Ongoing coordination with Covington Water District will occur at the overall monthly project meetings. No separate meetings are planned in this scope.
- Design level deliverable review meetings will occur in conjunction with the main project meetings. No separate meetings are planned for the waterline design.
- All other meetings will be phone calls.

Deliverables:
- ...

Task 03.5.1 – 60% Waterline Design

The intent of this task is progress the concept design to the 60% design level.

Work Elements:
- Address and incorporate 30% review comments
- Prepare 60% Plans
• Waterline Notes (1 sheet)
• Waterline – plan and profile (2 sheets)
• Waterline – details (1 sheet)
  • Prepare 60% Opinion of Cost

Assumptions:
  • Quantities and cost estimate only include items scoped above.
  • Plans will be 11”x17” plans sheets, delivered electronically as PDFs

Deliverables:
  • 60% Water Line Plans
  • 60% Opinion of Cost

Task 03.6.1 – 90% Waterline Design

The intent of this task is progress the waterline design to the 90% design level.

Work Elements:
  • Address and incorporate 60% review comments
  • Prepare 90% Plans
    o Waterline Notes (1 sheet)
    o Waterline – plan and profile (2 sheets)
    o Waterline – details (1 sheet)
  • Prepare 90% Opinion of Cost
  • Prepare draft specifications

Assumptions:
  • Specifications are assumed to be special provisions for technical specifications only.
  • Quantities and cost estimate only include items scoped above.
  • Plans will be 11”x17” plans sheets, delivered electronically as PDFs

Deliverables:
  • 90% Water Line Plans
  • Draft Specifications
  • 90% Opinion of Cost

Task 03.7.1 – Final Waterline Design

The intent of this task is to prepare final documents. This task will incorporate any 90% design comments in preparation for final documents that are bid ready.

Work Elements:
  • Address and incorporate 90% review comments
  • Prepare Final Plans
    o Waterline Notes (1 sheet)
o Waterline – plan and profile (2 sheets)
o Waterline – details (1 sheet)
• Prepare quantities for bid tabs for the waterline, separate from the overall package (spreadsheet delivered via email) and opinion of cost
• Prepare final specifications

Assumptions:
• Specifications are assumed to be special provisions for technical specifications only.
• Quantities and cost estimate only include items scoped above.
• Plans will be 11”x17” plans sheets, delivered electronically as PDFs

Deliverables:
• Final Plans
• Final Specifications
• Final Opinion of Cost

Task 06.0 – Record Drawings Waterline

The intent of this task is to prepare record drawings from contractor provided redlines and survey data.

Work Elements:
• Collect and review contractor redlines, survey and CWD GPS information
• Prepare Record Drawings

Assumptions:
• Contractor will provide redlines and survey data needed for preparation of the record drawings.
• Covington Water District will provide GPS coordinates for both vertical and horizontal locations of waterline fittings.
• Plans will be 11”x17” plans sheets, delivered electronically as PDFs.
• CAD base files of waterline will be in AutoCAD Civil 3D 2016, delivered electronically.

Deliverables:
• Record Drawings and CAD base file

Items to be furnished by TranspoGroup
• TranspoGroup logo
• High resolution aerial
• GIS files, if any
• Survey depicting property boundaries, site features, utilities, etc.

Services Performed by Others
• Survey and basemap
Anticipated Future Assignments
- Support during bidding
- Construction services

Optional Services

Time for Completion
The schedule of tasks will be determined by the overall Covington Way & SR516 project and is dependent on the results of tasks by others along with stream and environmental permitting requirements. It is anticipated that design phases will be complete within 1 year and construction within 24 months of NTP.
<table>
<thead>
<tr>
<th>Task</th>
<th>Billing Rate</th>
<th>Principal</th>
<th>Sr. Engineer / Mgr</th>
<th>Lead Engineer / Mgr</th>
<th>Engineer III</th>
<th>Engineer II</th>
<th>Lead Technician/ Designer</th>
<th>Accountant</th>
<th>Clerical</th>
<th>Total Hours</th>
<th>Labor Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 01 - PM</td>
<td>2.00</td>
<td>$93.00</td>
<td>$67.00</td>
<td>$52.00</td>
<td>$39.00</td>
<td>$37.00</td>
<td>$40.00</td>
<td>$41.00</td>
<td>$25.00</td>
<td>2.00</td>
<td>9.00</td>
</tr>
<tr>
<td>Total Task 01 - PM</td>
<td>2.00</td>
<td>$93.00</td>
<td>$67.00</td>
<td>$52.00</td>
<td>$39.00</td>
<td>$37.00</td>
<td>$40.00</td>
<td>$41.00</td>
<td>$25.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Task 03.5.1 - Water 60% Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$21.00</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$6.00</td>
<td>$6.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Task 03.5.1 - Water 60% Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$21.00</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$6.00</td>
<td>$6.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Task 03.6.1 - Water 90% Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$32.00</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Task 03.6.1 - Water 90% Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$32.00</td>
<td>$10.00</td>
<td>$10.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Task 03.7.1 - Water Final Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$19.00</td>
<td>$7.00</td>
<td>$7.00</td>
<td>$0.00</td>
<td>$1.00</td>
<td>5.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Task 03.7.1 - Water Final Design</td>
<td>0.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$19.00</td>
<td>$7.00</td>
<td>$7.00</td>
<td>$0.00</td>
<td>$1.00</td>
<td>5.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Task 06.0 - CWD Record drawings</td>
<td>0.00</td>
<td>$40.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>4.00</td>
<td>8.00</td>
</tr>
<tr>
<td>Total Task 06.0 - CWD Record drawings</td>
<td>0.00</td>
<td>$40.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>4.00</td>
<td>8.00</td>
</tr>
</tbody>
</table>

| Total Hours | 2.00 | 30.00 | 6.00 | 7.00 | 80.00 | 35.00 | 6.00 | 2.00 | 168.00 |
| Total Dollars | $186.00 | $2,010.00 | $312.00 | $273.00 | $2,960.00 | $1,400.00 | $246.00 | $50.00 | $7,437.00 |

**SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary Cost</td>
<td>$7,437.00</td>
</tr>
<tr>
<td>Overhead Cost</td>
<td>$14,073.00</td>
</tr>
<tr>
<td>Fee 10%</td>
<td>$2,151.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$23,661.00</td>
</tr>
<tr>
<td>Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subconsultants</td>
<td>$0.00</td>
</tr>
<tr>
<td>CONTRACT TOTAL</td>
<td>$23,661.00</td>
</tr>
</tbody>
</table>
The Local Agency requests to supplement the agreement entered into and executed on April 24, 2019. All provisions in the basic agreement remain in effect except as modified by this supplement. The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name: SR 516 and Covington Way Intersection Improvements  
Length: 0.25 miles  
Termini: 156th Place SE and 164th Avenue SE  
Description of Work: ✓ No Change

Add non-participating design for water main work to be funded by Covington Water District and completed through the project construction contract.

**Reason for Supplement**

Additional consultant design funds are required to design water work to be funded by Covington Water District through an Inter-local Agreement with the City of Covington.

Are you claiming indirect cost rate? ✓ Yes  
Project Agreement End Date: December 31, 2021

Does this change require additional Right of Way or Easements? ✓ Yes  

### Estimate of Funding

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE 86.5 %</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Agency</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>40,050.00</td>
<td>25,950.00</td>
<td></td>
</tr>
<tr>
<td>b. Other</td>
<td>963,000.00</td>
<td>963,000.00</td>
<td>130,005.00</td>
<td>832,995.00</td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for PE</td>
<td>613,680.00</td>
<td>23,661.00</td>
<td>637,341.00</td>
<td>637,341.00</td>
<td>12,975.00</td>
</tr>
<tr>
<td>c. Other Consr (Non participating)</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>2,025.00</td>
<td>12,975.00</td>
<td></td>
</tr>
<tr>
<td>d. State</td>
<td>1,621,680.00</td>
<td>23,661.00</td>
<td>1,645,341.00</td>
<td>773,421.00</td>
<td>871,920.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Agency</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for RW</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>h. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. State</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. Total R/W Cost Estimate (f+g+h+i)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>k. Contract</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>l. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for CN</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>n. Other</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o. Agency</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>p. State</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>q. Total CN Cost Estimate (k+n+o+p)</td>
<td>1,621,680.00</td>
<td>23,661.00</td>
<td>1,645,341.00</td>
<td>773,421.00</td>
<td>871,920.00</td>
</tr>
<tr>
<td>r. Total Project Cost Estimate (e+j+q)</td>
<td>1,621,680.00</td>
<td>23,661.00</td>
<td>1,645,341.00</td>
<td>773,421.00</td>
<td>871,920.00</td>
</tr>
</tbody>
</table>

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By:  
Title: City Manager  

**Washington State Department of Transportation**

By:  
Title: Director, Local Program  
Date Executed:  

---

DOT Form 140-041  
Revised 03/2019  
32 of 173
VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).
ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
COVINGTON AND COVINGTON WATER DISTRICT

SR516 AND COVINGTON WAY INTERSECTION IMPROVEMENT PROJECT

This ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY
OF COVINGTON AND COVINGTON WATER DISTRICT, regarding the SR516 and
Covington Way Intersection Improvement Project, hereinafter referred to as the “Project
Agreement,” is made this _______ day of June, 2020, between the City of Covington, a
Washington municipal corporation, located and doing business at 16720 SE 271st Street,
Covington, Washington 98042, hereinafter referred to as the “City,” and Covington
Water District, located and doing business at 18631 SE 300th Place, Covington, WA
98042, hereinafter referred to as the “District.”

RECITALS

WHEREAS, the City and District entered into an Interlocal Agreement in 2005,
as noted in the City of Covington Resolution Number 04-15 and Covington Water
District Resolution Number 3497 and incorporated herein by this reference, to serve as an
umbrella agreement to coordinate construction efforts for future street improvement
projects and water facility improvements within the same right-of-way area, hereinafter
referred to as the “Interlocal Agreement;” and

WHEREAS, the City and District intend that this Project Agreement shall
supplement the Interlocal Agreement, as specifically provided herein; and

WHEREAS, the City is in the process of designing and constructing an
improvement project, commonly known as the SR516 and Covington Way Intersection
Improvement Project from approximately 156th Place SE to 164th Avenue SE, hereinafter
referred to as the “Project;” and

WHEREAS, the City has previously requested all utility purveyors in the
immediate vicinity of the Project to relocate or adjust their facilities as needed and to
determine any needed system improvements in the Project vicinity; and

WHEREAS, the District, which has a franchise with the City to provide water
service in the vicinity of the Project, owns and operates water distribution and
transmission facilities within the immediate Project vicinity and has a Comprehensive
Capital Improvement Plan which provides for expanded transmission capabilities within
the Project vicinity; and

WHEREAS, the City and District wish to share in the mutual benefits of
constructing the roadway and water system improvements concurrently, with the City
acting as the Lead Agency; and
WHEREAS, Transpo Group USA, Inc. ("Transpo") and Perteet Inc. ("Perteet"), together ("Consultants"), will prepare plans and specifications for water system improvements in the corridors within the Project vicinity, and will be the City’s consultant in providing said plans and cost estimates to the City in preparing contract documents for the Project; and

WHEREAS, a single contract document will be prepared incorporating both City and District improvement elements, along with other private and public utility needs; and

WHEREAS, the final Plans and Specifications will be developed by the City’s Consultants.; and

WHEREAS, the District’s water system improvements, hereinafter referred to as the “District’s Work,” generally consist of relocating and adding water mains within the corridor, along with additional fire hydrant assemblies and interties with the existing, distribution system in the area; and

WHEREAS, specific water system improvements that are part of the District’s Work will be identified as “Schedule B” within the Project construction and bid documents; and

WHEREAS, the City intends to advertise for competitive bids for the Project, including that portion of the Project that is the District’s Work; and

WHEREAS, the City will furnish the District with the bids submitted, and the District may approve or disapprove the bid of the low bidder as determined by the City as the lowest responsible bidder for the Project; and

WHEREAS, the City and District wish to supplement the Interlocal Agreement by partnering with one another in the Project, and setting forth the scope of work and allocation of design costs for the Project;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained in this Project Agreement, or attached and incorporated herein, and in the exercise of the authority granted by the Interlocal Cooperation Act, the City and District hereby agree as follows:

**Section 1. Purpose.** The purpose of this Project Agreement is to set forth the rights, obligations, scope of work and allocation of design and right-of-way costs for the Project, between the City and District.

**Section 2. General.** The City shall be deemed the Lead Agency and the District shall be deemed the Other Party for purposes of this Project Agreement, as those terms are intended in the Interlocal Agreement. Except as modified herein, this Project Agreement shall supplement the Interlocal Agreement. In the case of any conflict between the Interlocal Agreement and this Project Agreement, this Project Agreement shall control.
Section 3. Construction Plans. Plans, specifications and cost estimates for the District’s Work will be prepared by the City generally in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, District Standard Specifications as applicable, and adopted design standards. The District hereby authorizes the City’s Consultants to prepare plans for the District’s improvements within the project area. The District shall have the right to review and approve the designs for the District’s Work.

Section 4. Construction. The City is hereby designated as the District’s design agent, acting for and on behalf of the District, for that portion of the Project that involves the District’s Work. The City agrees to design the improvements related to the District’s Work utilizing the Transpo. The City shall be responsible for administering the Project contract, as awarded to Transpo, and approved by the District. As design agent, the City will perform all engineering and shall make all payments to the Consultants. The City will keep the District advised as to the progress of said Project. The City, as design agent, shall have final discretion with regard to decisions related to the work of the Consultants, after consulting with the District on those portions of the Project that are related to the District’s Work.

Section 5. Authority to Design. The District hereby authorizes the City to proceed with the design for the purpose intended by this Project Agreement.

Section 6. Payment. The District, in consideration of the faithful performance of the work to be done by the City, agrees to reimburse the City for the actual direct cost of all work specified below that is the financial responsibility of the District and all costs reasonably incurred by the City, and approved by the District in performing the District’s Work, and shall take all necessary action to pledge, budget, and allocate the same. Payment shall be made by the District to the City within 30 days, upon the request of the City. Payments delayed beyond 30 days shall include interest payments of one percent per month. Costs shall include the following:

1. The Consultants’ design costs for the District’s Work, as detailed in EXHIBIT “B”;
2. The Consultants’ administration of the consultant services for the District’s Work, as shown in EXHIBIT “B”;
3. The City Right-of-Way agent’s work for the acquisition of easements required for the exclusive placement of District facilities;
4. The direct cost of easements for the exclusive use of District facilities.
5. The cost of all changes initiated by the District; and
6. The direct costs incurred by the City in performing the District’s Work.

Section 8. Extra Work. In the event of unforeseen circumstances which require an increase in the District’s cost obligation more than that included in EXHIBIT B and/or SCHEDULE B within the Project construction and bid documents, hereinafter “Cost of Work,” this Project Agreement will be modified by supplemental agreement covering
said increase. In the event it is determined that any “substantial change” from the description of the work contained in this Project Agreement is required, written approval must be secured from the District before the beginning of such work. “Substantial change” is defined as any changes requiring an increase in the District’s financial obligation (per Cost of Work) of greater than 15 percent. The City shall provide prior written notice for all changes to the District’s portion of the work regardless of the financial obligation.

**Section 9. Final Acceptance.** The District shall have final approval of the District’s Work. The District agrees upon satisfactory completion of the District’s Work, as determined by the District, to deliver a letter of acceptance approving the District’s portion of the Project. Acceptance shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer’s, supplier’s, or contractor’s warranties. Final acceptance of the entire design shall be by the City after review by all agencies involved.

**Section 10. Legal Relations.** Legal relations shall be controlled by the Interlocal Agreement. All terms and obligations of the Interlocal Agreement that are not covered by this Project Agreement shall remain in full force and effect.

**Section 11. Written Notice.** All communications regarding this Project Agreement shall be sent to the parties at the addresses listed on the signature page unless changed by written notification. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Project Agreement, or such other address as may be hereafter specified in writing.

**Section 12. Assignment.** Any assignment of this Project Agreement by either party without the written consent of the non-signing party shall be void.

**Section 13. Effective Date.** This Project Agreement shall be effective as to all parties on the last date signed below.
IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement by their authorized representatives indicated below:

City of Covington  
16720 SE 271st Street, Suite 100  
Covington, WA 98042

BY ____________________________  
ITS ____________________________  
DATE ____________________________

Covington Water District  
18631 SE 300th Place  
Covington, WA 98042

BY ____________________________  
ITS ____________________________  
DATE ____________________________

ATTEST:

_________________________________  
CITY CLERK, CITY OF COVINGTON

APPROVED AS TO FORM:  
CITY OF COVINGTON ATTORNEY

APPROVED AS TO FORM:  
COVINGTON WATER DISTRICT ATTORNEY
SUBJECT: PRESENTATION OF SOUTH KING HOUSING AND HOMELESSNESS PARTNERS PRESENTED BY ANGELA SAN FILIPPO

RECOMMENDED BY: Julie Johnston, Personnel and Human Services Planner

ATTACHMENTS:
1. 2019 End-of-Year Report
2. Draft 2020-2021 Work Plan
3. Memorandum – SKHHP Briefing

PREPARED BY: Julie Johnston, Personnel and Human Services Planner

EXPLANATION:
Ms. Angela San Filippo requested an opportunity to update council on the latest plans and developments with South King Housing and Homelessness Partners.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion _____XOther

No Action. Council receives the presentation from South King Housing and Homelessness Partners.

REVIEWED BY: Personnel and Human Services Planner, Finance Director, City Attorney, City Manager
BACKGROUND

South King County cities, supported by the Housing Development Consortium of Seattle-King County (HDC) have led the South King Housing and Homelessness Partners (SKHHP) collaboration efforts. The establishment of this partnership comes from 10 years of work by HDC and South King County cities to deepen interjurisdictional coordination around housing and homelessness.

INTERLOCAL AGREEMENT

Effective January 1, 2019, SKHHP was formalized by an interlocal agreement approved by the ten member jurisdictions (Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County) and the SKHHP Executive Board. The interlocal agreement formalizes the member collaboration to address affordable housing and homelessness in South King County. This collaborative model is based on similar approaches used in Snohomish County, East King County, and other areas across the country. By pooling resources, jurisdictions in South King County can efficiently create new staff capacity that will work for each member jurisdiction to develop plans, policy legislation, new programs, work with private and non-profit developers, and help jurisdictions speak with one voice on these topics at regional and state forums. Midway through 2019 HDC and the Cedar River Group turned over SKHHP operations to the SKHHP Board and the SKHHP administering agency (City of Auburn).

SKHHP EXECUTIVE BOARD MEETINGS

SKHHP is governed by an Executive Board composed of either an elected official or City Manager/Administrator for each city and the King County Executive, or their designated representative of each member jurisdiction. The SKHHP Executive Board held monthly meetings throughout 2019. Early in 2019 the SKHHP Executive Board established the City of Auburn as the administering agency and adopted operating procedures and rules.

In 2019 the SKHHP Executive Board also prioritized action items for the SKHHP work plan identifying ‘must do’, ‘should do’, and ‘could do’ actions. This list provides the starting point for developing and executing a SKHHP work plan.

SKHHP STAFF WORK GROUP

The SKHHP staff work group met monthly during 2019. Members of this group include staff from the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, King County, Renton, and Tukwila. The staff work group identified items for SKHHP Board meeting agendas, facilitated educational materials and presentations, and developed budget proposals and SKHHP work and communication plans.
The staff work group was instrumental in drafting SKHHP position descriptions, and executing the hiring and recruitment process for the Executive Manager. The monthly SKHHP staff work group meetings provide the framework for coordination and collaboration between staff from SKHHP member jurisdictions. The monthly meetings are a regular opportunity for staff to share information, ideas, challenges, successes, and work together to advance SKHHP goals and priorities.

SKHHP RECRUITMENT AND HIRING

Midway through 2019 the SKHHP staff work group and Executive Board developed a position description and began the recruitment process for hiring a program manager. The position description went through several iterations and two recruitment and interview processes before SKHHP hired an Executive Manager in November 2019. The Executive Manager began full time in January 2020.

HOUSE BILL 1406 COORDINATION

2019 House Bill 1406 authorizes cities and counties, for a period of 20 years, to retain a portion of sales tax that is currently collected, held and used by Washington State; provided those funds are directed towards objectives that support affordable housing initiatives. In July 2019 SKHHP passed a resolution advocating legislative bodies of all member jurisdictions to enact the provisions authorized under HB 1406. If all nine SKHHP partner cities pool the revenues collected from HB 1406, the revenue projection provided by the department of revenue would be about $1,000,000 annually over 20 years.

From July through November of 2019 the SKHHP Executive Board, supported by the SKHHP staff work group, tracked progress of member jurisdictions in enacting HB 1406 and advocated for SKHHP member cities to pool the revenues collected to advance the interlocal agreement and create a SKHHP capital funding source. By the end of 2019 all SKHHP member jurisdictions had passed a resolution of intent to enact HB 1406 and all but one member city had passed an ordinance enacting the collection of the sales tax credit.

In November 2019, the SKHHP Executive Board formally passed a resolution recommending each member city pool the revenues collected through HB 1406. By the end of 2019 three member cities passed a resolution to pool HB 1406 funds towards the SKHHP housing capital fund, and one member city created mayoral authority to pool HB 1406 in their enacting legislation.

SOUTH KING COUNTY JOINT HOUSING NEEDS AND POLICY ASSESSMENT GROUP

In October 2019 the SKHHP Executive Board provided general support to act as the fiscal agent for a joint planning effort between six of the nine SKHHP member cities. These six cities (Auburn, Burien, Federal Way, Kent, Renton, and Tukwila) each applied for a $100,000 Washington State Department of Commerce Planning grant made available by 2019 House Bill 1923 for a collective total of about $600,000. Each of the six cities will contribute $20,000 to a collective pool of money that will be used for the purpose of developing a comprehensive assessment of the housing stock in South King County, including growth, housing type, associated demographics, and income/affordability. Each city will also retain approximately $80,000 for housing policy and action plan development within its own boundaries. SKHHP will be the fiscal agent to execute the project and the City of Kent will manage the grant, consultant contracts, and provide project management.
EDUCATIONAL ITEMS

From June through November of 2019, each SKHHP Executive Board meeting included an educational component. The educational items help the Board to stay current on state and local legislation, gain insight on best practices and policies around affordable housing and homelessness, and stay informed and engaged in local and regional planning efforts, studies, and analyses of housing and homelessness. The educational items included in 2019 were as follows:

- June – House Bill 1406
- July – Non-profit versus public entity and funding sources
- August – Housing affordability and what it means within your community
- September – Healthy housing
- October – Burien rental housing rules
- November – King County Countywide Planning Policies

ATTACHMENT

2019 Quarter 4 and end-of-the-year budget report
### 2019 Quarter 4 and end-of-the-year budget report

<table>
<thead>
<tr>
<th>SKHHP Fund</th>
<th>Budget</th>
<th>Actual</th>
<th>Remaining</th>
<th>Percent Used*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auburn</td>
<td>20,240</td>
<td>20,236</td>
<td>4</td>
<td>100.0%</td>
</tr>
<tr>
<td>Burien</td>
<td>11,670</td>
<td>11,676</td>
<td>(6)</td>
<td>100.1%</td>
</tr>
<tr>
<td>Covington</td>
<td>5,840</td>
<td>5,838</td>
<td>2</td>
<td>100.0%</td>
</tr>
<tr>
<td>Des Moines</td>
<td>5,840</td>
<td>5,838</td>
<td>2</td>
<td>100.0%</td>
</tr>
<tr>
<td>Federal Way</td>
<td>20,240</td>
<td>20,236</td>
<td>4</td>
<td>100.0%</td>
</tr>
<tr>
<td>Kent</td>
<td>26,460</td>
<td>26,464</td>
<td>(4)</td>
<td>100.0%</td>
</tr>
<tr>
<td>Normandy Park</td>
<td>3,110</td>
<td>3,114</td>
<td>(4)</td>
<td>100.1%</td>
</tr>
<tr>
<td>Renton</td>
<td>26,460</td>
<td>26,464</td>
<td>(4)</td>
<td>100.0%</td>
</tr>
<tr>
<td>Tukwila</td>
<td>5,840</td>
<td>5,838</td>
<td>2</td>
<td>100.0%</td>
</tr>
<tr>
<td>Unincorporated KC</td>
<td>26,460</td>
<td>27,000</td>
<td>(540)</td>
<td>102.0%</td>
</tr>
<tr>
<td>Contributions/Donations</td>
<td>68,000</td>
<td>31,000</td>
<td>37,000</td>
<td>45.6%</td>
</tr>
<tr>
<td>Other Outside Revenue**</td>
<td>-</td>
<td>48,000</td>
<td>(48,000)</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>-</td>
<td>1,496</td>
<td>(1,496)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>220,160</td>
<td>233,200</td>
<td>(13,040)</td>
<td>105.9%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**  |          |         |           |               |
| SKHHP Cost Reimbursement | 120,990 | 6,335   | 114,655   | 5.2%          |
| Administration Fee  | 20,920   | 20,920  | -         | 100.0%        |
| **Total**           | 141,910  | 27,255  | 114,655   | 19.2%         |

| Beginning Fund Balance | - | - |
| Net Change In Fund Balance | 78,250 | 205,945 |
| Estimated Ending Fund Balance - Dec | 78,250 | 205,945 |

### SKHHP Cost Reimbursement Detail

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>171</td>
</tr>
<tr>
<td>Benefits</td>
<td>14</td>
</tr>
<tr>
<td>Supplies</td>
<td>-</td>
</tr>
<tr>
<td>Professional Services</td>
<td>6,150</td>
</tr>
<tr>
<td>Interfund Allocations</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,335</td>
</tr>
</tbody>
</table>

*Percent used is the percentage of what was originally budgeted versus the actual contributions and expenditures. The entire ending fund balance was carried forward to 2020.

**Outside revenue sources include additional contribution from King County bringing the annual County contribution to $75,000.
Purpose: Establish a 2020-2021 SKHHP Work Plan that is consistent with the SKHHP Interlocal Agreement and shaped by member jurisdictions. The 2020-2021 SKHHP Work Plan reflects individual jurisdiction needs and interests while furthering the overall purpose of SKHHP to increase the available options for South King County residents to access affordable housing and preserve existing affordable housing stock.

Introduction: The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement to work together and share resources to increase the available options for South King County residents to access affordable housing and preserve the existing affordable housing stock.

The SKHHP 2020-2021 work plan includes three major areas of work that will facilitate implementation of the SKHHP Interlocal Agreement: governance and administration; policy and planning; and education and outreach. These three major work areas are broken into five objectives.

Governance and administration is covered in Objective 1 and includes program-wide management activities that will be completed annually including developing and adopting an annual work plan and budget. This work area also includes start-up procedures including establishing decision-making protocols and reporting procedures, and convening a community advisory committee.

Policy and planning is covered in Objectives 2 and 3 and includes advocating for and establishing a SKHHP affordable housing capital fund; and collaborating with partners to enhance local policies and programs that accelerate access to affordable housing, protect existing housing stock, and provide housing security.

Outreach and education is covered in Objectives 4 and 5 and includes representing South King County and its unique affordable housing needs at all decision tables; and furthering the understanding of the spectrum of affordable housing options and the range of related needs and opportunities.

Background: During 2018 and 2019 staff of member jurisdictions discussed a wide range of work plan ideas for SKHHP; the goal was to identify objectives and action items for an 18-month work plan. In June 2019, each jurisdiction was asked what SKHHP “must do”, “should do”, or “could do” during the course of the first 18-months. In June 2019, the SKHHP Executive Board reviewed and approved the list by focusing on the “must do” and “should do” items.
The 2020-2021 work plan operationalizes the list approved by the SKHHP Executive Board in 2019 and incorporates the HB 1406 sales tax credit and the sub-regional housing assessment made possible by HB 1923 grant funds. The sub-regional housing assessment is being coordinated by six of the nine SKHHP partner cities (SoKiHo). The 2020-2021 work plan also identifies allies like the Housing Development Consortium (HDC) and King County with goals that align with SKHHP that will augment staff capacity. The 2020-2021 work plan prioritizes the “must do” and “should do” activities for 2020. Activities that were part of the 2019 list of activities will be reassessed for possible incorporation in the 2022 work plan.

In February 2020 King County had its first reported case of COVID-19, the disease caused by the coronavirus. Since February, the pandemic has continued to expand and we have yet to see the full extent of the virus. On March 23, 2020 Governor Inslee announced a statewide order requiring everyone in the state to stay home for two weeks. The order required everyone to stay home except to pursue essential activities, banned all gatherings for social, spiritual, and recreational purposes, and closed all businesses except those deemed essential. The Stay Home, Stay Healthy initiative has since been extended through May, 2020 with a four phase approach to opening businesses that will begin on May 5, 2020.

In response to the impacts of the COVID-19 crisis, federal, state, and local governments have mobilized emergency operations centers, implemented temporary policies to prevent residential and business evictions, and passed unprecedented stimulus packages in the hopes to lessen the impacts of COVID-19 to individuals and businesses. The impacts of this crisis are still unfolding and much of the recovery effort has yet to be determined. During this unprecedented time, staff capacity and local resources may need to adapt. This may require SKHHP to reanalyze priorities and/or shift the timeline for the work identified in the work plan.

Progress reports: Consistent with the Interlocal Agreement, the SKHHP Executive Manager will submit quarterly budget performance and progress reports on the status of the work plan elements to the SKHHP Executive Board and the legislative body of each member jurisdiction. To be consistent with the administering agency’s finance department, quarterly progress reports will be provided as follows:

- Quarter 1: May
- Quarter 2: August
- Quarter 3: November
- Quarter 4: February

Next steps: In accordance with the Interlocal Agreement, the 2020-2021 SKHHP Work Plan will be approved by the legislative body of each member jurisdiction and the SKHHP Executive Board. The timeline for review and adoption of the 2020 SKHHP Work Plan is as follows:
• **May-June** – Draft 2020-2021 SKHHP Work Plan and Draft 2021 operational budget reviewed by legislative body of each jurisdiction and SKHHP Executive Board.

• **July-August** – review and adoption of 2020-2021 SKHHP Work Plan and 2021 operational budget by SKHHP Executive Board.

• **August-October** – adoption of 2020-2021 SKHHP Work Plan and 2021 operational budget by legislative body of each jurisdiction.

**Acronyms:** The 2020-2021 work plan includes several acronyms or abbreviations defined as follows:

**AdvCom:** SKHHP Advisory Committee to be formed during 2020 made up of 12 to 15 community members appointed by the Executive Board to provide advice and recommendation to the Executive Board.

**EB:** SKHHP Executive Board

**Enterprise:** Enterprise Community Partners

**HDC:** Housing Development Consortium

**SKC:** South King County

**SKCJPD:** South King County Joint Planners and Developers group convened by HDC

**SoKiHo:** South King County housing group (six of the nine SKHHP cities) managing the sub-regional housing needs and policy assessment
**GOVERNANCE AND ADMINISTRATION**

**Objective 1:** Establish SKHHP's governance and decision making structure, foster collaboration between partners, and provide direction to staff on implementation of the SKHHP Interlocal Agreement.

**Outcomes:**

1) Functioning and collaborative entity with clear measures of success.

2) Implementation supports equitable outcomes across jurisdictions, community members, and stakeholders.

<table>
<thead>
<tr>
<th>Activities/Actions</th>
<th>Responsible</th>
<th>Status</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
<td>Mar</td>
</tr>
<tr>
<td>1 Develop Annual Work Plan (SKHHP adoption by June 1)</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a Partner jurisdiction review and adoption</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Develop Annual Budget (SKHHP adoption by June 1)</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a Partner jurisdiction review and adoption</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Establish decision-making protocols</td>
<td>SKHHP staff &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Develop quarterly reporting procedures</td>
<td>SKHHP staff &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4a Quarterly progress and budget reports</td>
<td>SKHHP staff</td>
<td>Ongoing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Establish SKHHP Advisory Committee</td>
<td>SKHHP staff &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**POLICY AND PLANNING**

**Objective 2:** Establish South King County Housing Capital Fund, develop an administration plan, and build funding support.

**Outcomes:**
1) Increase resources dedicated to affordable housing preservation, rehabilitation, and production in South King County.
2) Pool resources to address the growing affordable housing and homelessness needs in South King County.

<table>
<thead>
<tr>
<th>Activities/Actions</th>
<th>Responsible</th>
<th>Status</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Coordinate City commitment to pool HB 1406 funds</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2</strong> Inventory and assess existing local affordable housing funds</td>
<td>SKHHP staff &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3</strong> Create inventory of expiring tax credit developments and naturally occurring affordable housing vulnerable to market pressures</td>
<td>SKHHP staff, SoKiHo</td>
<td>In progress (ongoing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4</strong> Assess physical conditions of existing subsidized and naturally occurring affordable housing stock</td>
<td>SKHHP staff, work group</td>
<td>In progress (ongoing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> Create portfolio of potential uses and allocation strategies</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong> Develop marketing materials by audience to build funding support</td>
<td>SKHHP staff, work group, &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7</strong> Develop administration plan for SKHHP Housing Capital Fund</td>
<td>SKHHP staff, AdvCom., &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8</strong> Build funding support through advocacy with philanthropic and private corporations</td>
<td>SKHHP staff, work group, AdvCom., &amp; EB</td>
<td>In progress (ongoing)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Objective 3:** Work with partner jurisdictions to enhance and develop new local policies and programs that protect existing affordable housing stock, provide housing security, and accelerate access to affordable housing.

**Outcomes:**
1) Increased number of South King County cities with comprehensive housing strategy plans.
2) Number of jurisdictions that adopt new or enhanced legislation or programs that support affordable housing production and preservation strategies.
3) Increased number of affordable rental housing units in participating programs.

<table>
<thead>
<tr>
<th>Activities/Actions</th>
<th>Responsible</th>
<th>Status</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Support creation of housing policy assessment tool</td>
<td>SoKiHo &amp; SKHHP staff</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2</strong> Support development of housing strategy/action plans</td>
<td>SKHHP staff &amp; SoKiHo</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3</strong> Maintain inventory &amp; assessment of existing city preservation programs for affordable rental &amp; ownership housing</td>
<td>SKHHP staff &amp; work group</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4</strong> Coordinate SKC participation in identification of potential locations for future TOD to include affordable housing</td>
<td>SKHHP staff, Sound Transit, King County, Enterprise</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> Catalog successful affordable housing development projects</td>
<td>SKHHP staff</td>
<td>Ongoing</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong> Develop examples of potential design standards and desired requirements</td>
<td>SKHHP staff &amp; work group</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
OUTREACH AND EDUCATION

**Objective 4:** Represent South King County and its unique affordable housing needs at all decision tables.

**Outcomes:**
1) Establish credibility of SKHHP with potential partners and funders.
2) South King County is authentically heard, considered, and supported by regional and state stakeholders and policy makers.
3) Changes in policies, practices, and funding streams that support affordable housing and homelessness programs in South King County.

<table>
<thead>
<tr>
<th>Activities/Actions</th>
<th>Responsible</th>
<th>Status</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Create schedule of priority meetings and designate SKC representatives</td>
<td>SKHHP staff, work group &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Represent SKHHP at local &amp; regional meetings and forums.</td>
<td>SKHHP staff</td>
<td>In progress (ongoing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Develop SKHHP State advocacy priorities</td>
<td>SKHHP staff, work group &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Develop SKHHP Federal advocacy priorities</td>
<td>SKHHP staff, work group &amp; EB</td>
<td>In progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Develop advocacy presentation and messaging toolkit</td>
<td>SKHHP staff, work group &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Conduct work sessions with state legislators</td>
<td>SKHHP staff, work group &amp; EB</td>
<td>Not started</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Objective 5:** Further strengthen regional stakeholders’ understanding of the spectrum of affordable housing options and the range of related needs and opportunities.

**Outcomes:**
1) South King County decision makers are informed and prepared to act based on current information and facts.
2) Increased interest from nonprofit and for-profit developer to partner with South King County cities to produce affordable housing.

<table>
<thead>
<tr>
<th>Activities/Actions</th>
<th>Responsible</th>
<th>Status</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Coordinate and work with developers to better understand barriers to increasing construction and preservation of affordable housing</td>
<td>SKHHP staff, SKCJPD, HDC</td>
<td>In progress (ongoing)</td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td><strong>2</strong> Support SKC engagement and elected official participation in affordable housing development tours</td>
<td>SKHHP staff &amp; HDC</td>
<td>In progress (ongoing)</td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td><strong>3</strong> Develop affordable housing and homelessness awareness presentation toolkit</td>
<td>SKHHP staff, AdvCom. &amp; EB</td>
<td>In progress</td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>May</td>
<td>June</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>July</td>
<td>Aug</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nov</td>
<td>Dec</td>
</tr>
</tbody>
</table>
SUMMARY: South King Housing and Homelessness Partners (SKHHP) is a partnership of 10 jurisdictions formalized by an Interlocal Agreement. The implementation of SKHHP is the culmination of more than 10 years of work by the Housing Development Consortium, King County, and South King County cities to deepen jurisdictional collaboration around housing and homelessness. The agreement supports South King County to work together and share resources in order to effectively address affordable housing and homelessness. The purpose of SKHHP is to increase available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.

Even before the coronavirus pandemic, affordable housing and homelessness were of vital concern in King County. As housing costs soared throughout the region more people were moving to areas like South King County with historically lower housing costs. This led to South King County experiencing some of the highest rent increases in the region and increasing concern over displacement of more vulnerable populations. With the economic impacts and jobs losses of the coronavirus pandemic the need for long-term policy and revenue solutions that help provide housing for all families becomes an even more critical issue.

The information contained in this memo is a summary of work done in 2019, a summary of the draft 2020-2021 Work Plan, and an overview of the projected 2021 and 2022 revenue contributions for SKHHP partner jurisdictions.

2019 SKHHP END OF THE YEAR REPORT: The 2019 SKHHP End of the Year Report is provided in Attachment 1. The SKHHP Interlocal Agreement became effective on January 1, 2019 and was signed by individual member jurisdictions throughout the first half of 2019. The SKHHP Executive Board and staff work group held monthly meetings throughout 2019 and collectively worked to: adopt operating procedures; draft a SKHHP Communication Plan; and facilitate educational materials and presentations.
The second half of 2019 included the following key actions:

- Identification of priority action items to inform the 2020-2021 SKHHP Work Plan.
- Advocacy for jurisdictions to enact the sales tax credit allowed by House Bill 1406 and coordination to pool those funds to address regional affordable housing needs.
- Recruitment and hiring process for SKHHP Executive Manager.
- Support as fiscal agent for regional South King County housing and policy needs assessment funded by Department of Commerce grants through House Bill 1923.

**2020-2021 SKHHP WORK PLAN:** The draft 2020-2021 SKHHP Work Plan is provided in Attachment 2. Attributable to the timing of hiring staff this is a two-year work plan, subsequent work plans will be developed annually. Consistent with the SKHHP Interlocal Agreement, the SKHHP work plan and budget must be approved by each legislative body and adopted by the SKHHP Executive Board. The 2020-2021 SKHHP Work plan and overview of the 2021-2022 budget will be presented to each member jurisdiction for feedback prior to approval and adoption by the SKHHP Executive Board. The expected timeline for work plan and budget adoption is as follows:

- **May – June:** Partner jurisdiction presentations/briefings and feedback
- **July – August:** SKHHP Executive Board adoption
- **August – October:** Legislative adoption by partner jurisdictions

The 2020-2021 work plan operationalizes the priority action items identified by the Executive Board and staff work group in 2019 and incorporates actions necessary to address opportunities created by the 2019 legislative session. The work plan reflects the intention to hire a Program Coordinator and also identifies key allies with goals and activities that align with SKHHP that will augment staff capacity. The work plan is structured into three work areas: governance and administration; policy and planning; and outreach and education.

**Governance and administration** includes start-up procedures, program-wide management activities, the annual work plan and budget process, and establishing an Advisory Committee. Once established, the Advisory Committee will provide recommendations to the Executive Board that will help to ensure equitable and informed decision making. The key outcomes for this work area are:

- Functioning and collaborative entity with clear measures of success.
- Implementation that supports equitable outcomes across jurisdictions, community members, and stakeholders.

**Policy and Planning** includes establishing a SKHHP Housing Capital Fund, inventorying affordable housing vulnerable to market pressures, supporting development of housing action plans, and collaborating to enhance local policies and programs that accelerate access, protect existing housing stock, and provide housing security. The key outcomes for this work area are:
• Pooled local resources dedicated to affordable housing in South King County.
• Increased number of South King County cities with comprehensive housing action plans.
• Number of jurisdictions with new or enhanced legislation or programs to support affordable housing strategies.

**Outreach and Education** includes representing South King County at local and regional forums, furthering stakeholders’ and elected officials understanding of housing options and the range of needs and opportunities, and developing state and federal advocacy priorities. The key outcomes for this work area are:

• South King County is heard, considered, and supported by regional and state stakeholder groups and policy makers.
• Changes in policies, programs, and funding streams that support affordable housing and homelessness programs in South King County.
• Increased interest in South King County from non-profit and for-profit housing developers.

**2021-2022 SKHHP BUDGET CONTRIBUTIONS:** The SKHHP Executive Board is still working on finalizing a draft 2021-2022 SKHHP budget. However, in light of predicted revenue shortfalls and budget uncertainty within all jurisdictions, the Board has indicated commitment to keep jurisdiction revenue contributions stable through 2022. Maintaining current jurisdiction contributions is made possible by carrying over personnel cost savings from 2019 and 2020. The current contributions are based on population size (shown in the table below). Covington’s contribution would be $7,500 per year through 2022.

<table>
<thead>
<tr>
<th>Population</th>
<th>Contribution*</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;10,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>10,001-35,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>35,001-65,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>65,001-100,000</td>
<td>$26,000</td>
</tr>
<tr>
<td>&gt;100,000</td>
<td>$34,000</td>
</tr>
</tbody>
</table>

*King County contributes an additional $41,000/year for a total annual contribution of $75,000.

**ATTACHMENTS:**

1. 2019 End of Year Progress and Budget Report
2. 2020-2021 Draft SKHHP Work Plan
SUBJECT: APPOINTMENT TO THE HUMAN SERVICES COMMISSION

RECOMMENDED BY: Julie Johnston, Personnel & Human Services Planner

ATTACHMENTS: See applications provided separately.

PREPARED BY: Joan Michaud, City Clerk

EXPLANATION:
The Human Services Commission currently has two vacant positions: one adult and one youth.

Two applications for the adult position have been received. Both applicants interviewed with Council on June 23.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheila Harrison</td>
<td>Covington</td>
</tr>
<tr>
<td>Sara Parker</td>
<td>Covington</td>
</tr>
</tbody>
</table>

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

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

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

Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill adult Position No. 2 on the Human Services Commission with a term expiring March 31, 2023.

REVIEWED BY: Personnel & Human Services Planner
City Manager
SUBJECT: CONSIDER APPOINTMENT TO YOUTH COUNCIL

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:
1. Application provided separately.

PREPARED BY: Joan Michaud, City Clerk

EXPLANATION:
The Youth Council currently consists of two adult leaders and seven youth members with a limit of up to 15 positions available. Position No. 6 is currently vacant.

On June 23, 2020 Council interviewed one applicant.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haley Dang</td>
<td>Kentlake</td>
</tr>
</tbody>
</table>

ALTERNATIVES:
Not appoint at this time and direct staff to continue to advertise for additional applicants to be considered for the Youth Council.

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

Councilmember ____________ moves, Councilmember ____________ seconds, to appoint ________________ to fill Position No. 6 on the Youth Council with a term expiring the last of the month of graduation from high school.

REVIEWED BY: Recreation & Cultural Arts Manager, City Manager
SUBJECT: PRESENTATION AND DISCUSSION OF HOLIDAY TREE REPLACEMENT

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. History of Holiday Tree
2. Holiday Tree Options and Costs
3. Roundabout Aerial

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:
During the 2020 Summit, Council requested that staff further investigate options for the replacement of the holiday tree in the Don Henning roundabout. Due to the existing Holiday Tree needing to be replaced for the third time, staff has provided a historical timeline of the Holiday Tree to provide some background (Attachment #1).

There are a number of options that are available for consideration in the replacement of the holiday tree. Attachment #2 has a list along with the approximate costs for each option. This list was not meant to be an exhaustive list but to mainly provide a “scale” of the costs associated with each type of replacement. A summary of the options are as follows:

| Replace with another real tree | Replace with artificial tree with programmable lights |
| Replace with an artificial tree | Replace with flagpole and string a “cone tree” |
| Replace with an artificial pre-lit tree | Cut down a tree annually and use for Holidaze event |

There are a number of aspects that need to be considered when evaluating a replacement tree. One of those aspects is the size of the “tree” that should be installed. Typically, the live trees that were installed in the past were around the 25’ to 30’ range. This was directly associated with the cost of the tree and the costs for installation. These trees cost around $4,000 to $6,000 and included installation. For larger trees, they would often require larger “special” equipment to install and the installation cost alone would be over $5,000. This would result in the tree costing more than $10,000. The other factor to consider is the bucket truck needed to place the lights on the tree. The taller the tree, the bigger the bucket truck, which will result in increased rental costs. When it comes to artificial trees and “cone” trees, the diameter of the tree at the base can also start becoming an issue in making sure there is enough room for the tree to fit within the existing landscaping. Attachment #3 shows the maximum size the base of the tree can be (approximately 22’) in order to fit within the existing landscaping. Attachment #2 also includes the base diameter of each “tree” option for evaluating this issue.

Another consideration (depending on which option is selected) is the way that the lights are hung on the tree. In previous years, the lights were zip tied to the boughs of the tree in a manner to have random, yet uniform, distribution of lights throughout the tree and not be blown off by the
wind. Both the purple lights (Domestic Awareness Month – October) and the holiday lights would be installed at the same time, prior to October, in order to reduce installation time and rental fees. However, this increased the duration of how long the lights were “weighing” on the tree and may have contributed to the stress of the trees in the past. This longer duration also resulted in increased exposure of the lights to the elements that resulted in sections going out and the maintenance team needing to troubleshoot the issue or find the bulb(s) that is causing the problem. Another option would be to string the lights in a straight line from the top of the tree or pole to the ground and not be attached to the tree. This would result in a more “cone” looking tree, but it would result in less stress on a real tree and quicker troubleshooting in identifying the problem strand or bulb(s).

The following are some additional aspects to consider that can be discussed:

- Should the option selected be able to be moved to the Town Center or another location in the future?
- Should an option be considered to just address the 2020 season and re-evaluate next year?
- Are there other options that we should be considering?

Staff is requesting direction from Council on which “type” (real, pre-lit, flagpole, etc.) of replacement they would like to be implemented. Staff will take that information to develop a plan to acquire/construct the desired replacement that meets purchasing and/or public work contract polices. This plan/purchase will be presented to Council for approval.

**FISCAL IMPACT:**
This is initially for discussion and a follow up plan with the fiscal impact will be presented to Council for approval.

**CITY COUNCIL ACTION:**   ____Ordinance   ____Resolution   ____Motion   ____X__Other

FOR DISCUSSION PURPOSES, PROVIDE INPUT TO STAFF

REVIEWED BY: Finance Director, City Attorney, City Manager
History of Holiday Tree

3/17/2008
TREES REMOVED IN FRONT OF FRED MEYER AS PART OF 168TH AVE SE PROJECT. ONE OF THOSE TREES (~90’ CEDAR) HAD BEEN USED FOR SEVERAL YEARS AS THE HOLIDAZE TREE. PLANS WERE MADE TO REPLACE IT WITH A TREE IN THE ROUNDBOUGHT OF THE 168TH AVENUE SE PROJECT.

10/14/2008
BIG TREES INC. INSTALLED NEW 30’ SPRUCE TREE IN ROUNDBOUGHT. APPROXIMATE COST = $5,850.

12/01/2012
- SOMETIME IN THE EARLY MORNING, SOMEONE VANDALIZED THE 35’ SPRUCE TREE BY ATTEMPTING TO CUT THE TREE DOWN.
- DAMAGED TREE WAS SECURED TEMPORARILY IN ORDER TO CONTINUE WITH HOLIDAZE EVENT THAT EVENING.
- REMOVED DAMAGED TREE AFTER HOLIDAZE TREE LIGHTING EVENT.
12/07/2012

BIG TREES INC. INSTALLED NEW 25’ MOUNTAIN HEMLOCK.
APPROXIMATE COST = $4,018.20

8/12/2013

VERIFIED WITH BIG TREES (VENDOR) THAT TREE WAS DYING. BIG TREES AGREES TO REPLACE TREE UNDER WARRANTY. SEARCH FOR REPLACEMENT TREE BEGAN.

4/10/2014

BIG TREES REPLACED HEMLOCK TREE WITH NEW FRAISER FIR AT NO COST TO CITY.
10/25/2014

HOLIDAY TREE WAS BLOWN OVER IN WIND STORM. ROOT BALL OF TREE PARTIALLY EXPOSED.

10/27/2014

HOLIDAY TREE REPLANTED AND RE-STAKED.

3/28/2017

13 INCHES OF THE TOP OF THE TREE WAS REMOVED (DIED) AND HEALTHY BRANCH WAS REDIRECTED TO BE THE NEW LEADER.
7/16/2019

NOTICED CONTINUED DEGRADATION OF TREE. DETERMINED TREE NEEDS TO BE REPLACED AGAIN.
## Holiday Tree Options and Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Vendor</th>
<th>URL</th>
<th>Height (feet)</th>
<th>Base (feet)</th>
<th>Base (inches)</th>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>24’ Giant Sequoia Unlit</td>
<td>$11,699.00</td>
<td>Santa's Quarters</td>
<td><a href="https://www.santasquarters.com/24-giant-sequoia-tower-tree-unlit-6174">https://www.santasquarters.com/24-giant-sequoia-tower-tree-unlit-6174</a></td>
<td>24</td>
<td>13.00</td>
<td>156</td>
<td>Won't &quot;Die&quot; Portable String Lights as desired</td>
<td>Remove each year Damage from Storage</td>
</tr>
<tr>
<td>30’ Animated Majestic Mountain Pine Tree</td>
<td>$55,430.00</td>
<td>Christmas Designers</td>
<td><a href="https://www.christmasdesigners.com/30-rgb-animated-majestic-mountain-pine-christmas-tree.html">https://www.christmasdesigners.com/30-rgb-animated-majestic-mountain-pine-christmas-tree.html</a></td>
<td>30</td>
<td>17.00</td>
<td>204</td>
<td>Won't &quot;Die&quot; Portable Programmable One set of lights</td>
<td>Expensive Damage from Storage Complexity</td>
</tr>
<tr>
<td>~25’ Live Tree Transplanted</td>
<td>~$6,000</td>
<td>Big Trees</td>
<td>Typical as previous trees</td>
<td>~25</td>
<td>~15</td>
<td>~180</td>
<td>It's Real Consistent with past Inexpensive</td>
<td>Could die again “Permanent” Install lights each year</td>
</tr>
<tr>
<td>21’ LED Cone Tree</td>
<td>$4,350.00</td>
<td>Christmas Designers</td>
<td><a href="https://www.christmasdesigners.com/21-tree-of-lights.html">https://www.christmasdesigners.com/21-tree-of-lights.html</a></td>
<td>21</td>
<td>8.00</td>
<td>96</td>
<td>Inexpensive Easy Troubleshoot May be incorporated with Real Tree or Flag Pole</td>
<td>Non-Traditional Too Small</td>
</tr>
<tr>
<td>35’ Xtreme Internal Halyard Flagpole</td>
<td>$4,148.00</td>
<td>Flagpole Warehouse</td>
<td>35’ Flappole Xtreme Internal Anodized Clear XIWW35G82</td>
<td>35</td>
<td>0.67</td>
<td>8</td>
<td>Less Maintenance Won't need replaced</td>
<td>Non-Traditional Additional Foundation Costs</td>
</tr>
<tr>
<td>35’ Illuminator Series Flagpole</td>
<td>$5,794.00</td>
<td>Flagpole Warehouse</td>
<td>35’ Illuminator Hurricane Series Internal Halyard Clear Anodized ILH35IH</td>
<td>35</td>
<td>0.67</td>
<td>8</td>
<td>Less Maintenance Won't need replaced</td>
<td>Non-Traditional Additional Foundation Costs</td>
</tr>
</tbody>
</table>
The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Maximum Diameter of "Tree" Base without impacting landscape = 22"
SUBJECT: CONSIDER RESOLUTION AUTHORIZING THE CITY MANAGER TO SEEK WASHINGTON STATE RECREATION AND CONSERVATION OFFICE GRANT FUNDS FOR THE SE 256TH STREET CULVERT REPLACEMENT AND ROAD WIDENING PROJECT (CIP 1145).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENTS:
1. Applicant Resolution/Authorization
2. Project Application
3. Example RCO Grant Agreement

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
Preliminary estimates for construction of the SE 256th Street Culvert Replacement and Road Widening project are around $6 million. Staff has been exploring multiple sources of grant funding. The Washington State Recreation and Conservation Office (RCO) has a Fish Barrier Removal Program opportunity that is in line with staff’s efforts.

The proposed restoration efforts of our culvert replacement and road widening project will replace existing twin 36” concrete culverts with a fish passable culvert structure. The existing culverts are structurally deficient and pose a risk of failure with potential damage to the environment and salmon habitat in the Soos Creek basin. The goal of the restoration efforts is to remove these fish passage barriers, replace the SE 256th Street crossing with a fish-passable culvert, and gain upstream spawning and rearing habitat for chinook salmon, coho salmon, and winter-run steelhead.

To apply for RCO funds, the city must adopt the attached resolution. The resolution contains terms associated with applying for grant funds, including the authorization of staff to execute documents and agreements that obligate the city to the grant project, including the grant application, day-to-day administration of the grant, an RCO grant agreement, agreement amendments, and property and real estate documents. The resolution references an example RCO grant agreement, which is also attached.

ALTERNATIVES:
Do not adopt resolution and provide direction to staff.

FISCAL IMPACT:
The cost estimate for the Fish Barrier Removal portion of the SE 256th Street Culvert Replacement and Widening project is $2,818,730. The Fish Barrier Removal program requires local agencies to contribute a match of 15 percent. An award of $2,395,920 in grant funds
requires the city to contribute $422,810 in local funds. We are requesting that traffic impact fees be allocated as a match in the event of a grant award.

CITY COUNCIL ACTION:  _____ Ordinance  ___X__ Resolution  ___ Motion  ____ Other

Councilmember __________ moves, Councilmember, __________ seconds, to adopt a resolution, in substantial form as that attached hereto, authorizing the city manager to seek Washington State Recreation and Conservation Office grant funds for the SE 256th Street Culvert Replacement and Road Widening project (CIP 1145).

REVIEWED BY: City Manager; City Attorney; Finance Director
Applicant Resolution/Authorization

Organization Name (sponsor)     City of Covington

Resolution No. or Document Name  2020-____

Location of Resolution or Document:________________________________________________________

Project(s) Number(s), and Name(s)     SE 256th Street Culvert Replacement (CIP 1145)

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

<table>
<thead>
<tr>
<th>Grant Document</th>
<th>Name of Signatory or Title of Person Authorized to Sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant application (submission thereof)</td>
<td>Public Works Director or designee</td>
</tr>
<tr>
<td>Project contact (day-to-day administering of the grant and communicating with the RCO)</td>
<td>Public Works Director or designee</td>
</tr>
<tr>
<td>RCO Grant Agreement (Agreement)</td>
<td>City Manager</td>
</tr>
<tr>
<td>Agreement amendments</td>
<td>City Manager</td>
</tr>
<tr>
<td>Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.</td>
<td>City Manager</td>
</tr>
</tbody>
</table>
The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of
Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed ________________________________________________________________________________________________________

Title ________________________________________________________________ Date _____________________________________

On File at:___________________________________________________________________________________________________

Washington State Attorney General’s Office

Approved as to form ___________________________________________ 2/13/2020_____________________

Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.
PROJECT: 20-1727 REST, SE 256TH ST CULVERT REPLACEMENT/WIDENING CIP 1145
Sponsor: City of Covington Program: BA Fish Barrier Removal Board Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR
City of Covington
Address
16720 SE 271st St Ste 100
City
Covington
State
WA
Zip
98042
Org Type
City/Town
Vendor #
SWV0003097-00
UBI

Date Org created
Org Notes
City of Covington was founded on August 31, 1997

SECONDARY SPONSORS
No records to display

External Systems

SPONSOR ASSIGNED INFO
Sponsor-Assigned Project Number
CIP 1145
Sponsor-Assigned Regions

EXTERNAL SYSTEM REFERENCE
Source
Project Number
Submitter
No records to display

Project Contacts

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Primary Org</th>
<th>Project Role</th>
<th>Work Phone</th>
<th>Work Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Caudill</td>
<td>Rec. and Conserv. Office</td>
<td>Project Manager</td>
<td>(360) 867-8573</td>
<td><a href="mailto:Dave.Caudill@rco.wa.gov">Dave.Caudill@rco.wa.gov</a></td>
</tr>
<tr>
<td>Bob Lindskov</td>
<td>Covington City of</td>
<td>Project Contact</td>
<td>(253) 480-2467</td>
<td><a href="mailto:Blindskov@covingtonwa.gov">Blindskov@covingtonwa.gov</a></td>
</tr>
</tbody>
</table>
## Worksites & Properties

### Worksite Name

<table>
<thead>
<tr>
<th>#</th>
<th>Worksite Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>SE 256th St Culvert and Nguyen Driveway Culvert</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Restoration</th>
<th>Property Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>SE 256th Street Right of Way</td>
</tr>
<tr>
<td>✔</td>
<td>Burnum Property</td>
</tr>
<tr>
<td>✔</td>
<td>City Park Property</td>
</tr>
<tr>
<td>✔</td>
<td>Gayles Property</td>
</tr>
<tr>
<td>✔</td>
<td>Nguyen Property</td>
</tr>
</tbody>
</table>
Worksite Map & Description

Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert

WORKSITE ADDRESS
Street Address 17040 SE 256th Street
City, State, Zip Covington WA 98042

Worksite Details

Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert

SITE ACCESS DIRECTIONS
The worksite is located just to the east of the intersection of SE 256th Street and 170th Pl SE

TARGETED ESU SPECIES

<table>
<thead>
<tr>
<th>Species by ESU</th>
<th>Egg Present</th>
<th>Juvenile Present</th>
<th>Adult Present</th>
<th>Population Trend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chinook-Puget Sound, Green River,</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>Declining</td>
</tr>
<tr>
<td>Threatened</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steelhead-Puget Sound, Green River,</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>Declining</td>
</tr>
<tr>
<td>Threatened</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coho-Puget Sound/Strait of Georgia,</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>Declining</td>
</tr>
<tr>
<td>Species of Concern</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reference or source used
_WDFW SalmonScape (2020) _Fish Passage and Diversion Screening Database Reports, ID: 983173 (2009 and 2020); _King County 2000, Habitat Limiting Factors and Reconnaissance Assessment Report, Green/Duwamish and Central Puget Sound Watersheds (Water Resource Inventory Area 9 and Vashon Island); _WRIA 9 Strategic Assessment Report - Scientific Foundation for Salmonid Habitat Conservation (2005)

TARGETED NON-ESU SPECIES

<table>
<thead>
<tr>
<th>Species by Non-ESU</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Searun Cutthroat</td>
<td>Documented presence; reference: WDFW, and Statewide Washington Integrated Fish Distribution</td>
</tr>
</tbody>
</table>

Questions

#1: Give street address or road name and mile post for this worksite if available.

17040 SE 256th Street, Covington WA 98042
Project Location

RELATED PROJECTS

Projects in PRISM

<table>
<thead>
<tr>
<th>PRISM Number</th>
<th>Project Name</th>
<th>Current Status</th>
<th>Relationship Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

Related Project Notes

Questions

#1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. Aquatic Districts and Managers

No

Property Details

Property: SE 256th Street Right of Way (Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert)

✓ Restoration

LANDOWNER
Name: City of Covington
Address: 16720 SE 271st St Ste 100
City: Covington
State: WA Zip: 98042
Type: Local

CONTROL & TENURE
Instrument Type: Sponsor owned property (deed)
Timing: Existing
Term Length: Perpetuity
# Yrs: Perpetuity
Expiration Date: Note: City owned right of way

Property: Burnum Property (Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert)

✓ Restoration

LANDOWNER
Name: Melanie Burnam
Address: 17015 SE 256th Street
City: Covington
State: WA Zip: 98042
Type: Private

CONTROL & TENURE
Instrument Type: Easement - Permanent
Timing: Proposed
Term Length: Perpetuity
# Yrs: Perpetuity
Expiration Date: Note: City to obtain right of way acquisition and/or a permanent easement for the culvert replacement

Property: City Park Property (Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert)

✓ Restoration

LANDOWNER
Name: City of Covington
Address: 16720 SE 271st Street

CONTROL & TENURE
Instrument Type: Sponsor owned property (deed)
Timing: Existing
Project Proposal

Project Description

The proposed restoration project replaces existing twin 36” concrete culverts conveying Little Soos Creek at the SE 256th Street crossing in Covington, WA with a fish passable culvert structure. These culverts have been rated as complete barriers to fish passage due to slope (2009), and 33 percent barrier due to velocity (2020). In addition, the culverts are structurally deficient and pose a risk of failure; potential damage to the environment and salmon habitat in the Soos Creek basin would be devastating. The project also removes an existing culvert at the Nguyen driveway, located approximately 270 feet upstream of the twin culverts, and relocates the driveway so that it does not cross the stream. This driveway culvert is a partial barrier to fish passage (33 percent passable) due to slope. The goal of the project is to remove fish passage barriers, replace the SE 256th Street crossing with a Stream Simulation fish-passable culvert, and gain upstream spawning and rearing habitat for Chinook salmon, coho salmon, and winter-run steelhead. As part of the barrier removals, in-channel habitat and hydraulic complexity will be enhanced with spawning gravel and LWD. Riparian habitat will be enhanced with native species and by removal of non-native species. Length of habitat gain upstream of the project is 6,884 meters, and includes 3,926 square meters of spawning habitat and 17,236 square meters of rearing habitat (WDFW Fish Passage and Diversion Screening Inventory Database).

Project Questions
#1: Provide the WDFW Site ID for the proposed culvert barrier correction worksite(s) or enter Unknown.

983173 (2009 and 2020), and 983161 (2009)

#2: (all) Are you planning on using the Fish Habitat Enhancement Project (FHEP) Streamlining Process? If no, please let us know why.

Yes

#3: Contribution to Recovery Plan and Additional Supporting Information. Describe the proposed project’s contribution to an approved recovery plan and provide any other relevant information you would like for the Board to consider in the evaluation of the proposed project.

The Little Soos Creek sub-basin is part of the Middle Green River Sub-watershed, where the majority of existing Chinook salmon spawning occurs in WRIA 9. The sub-watershed is also used extensively by juvenile Chinook and other salmonids for rearing. The WRIA 9 Salmon Habitat Plan (2005 and amendments) identifies habitat enhancement and restoration of fish access by removal of barriers as primary objectives in tributaries to support the overall goal to protect, rehabilitate, and enhance habitat to support viable salmonid populations using an ecosystem approach. This project contributes to the recovery plan by: replacing a fish passage barrier with a Stream Simulation culvert sized to accommodate projected effects on flow due to climate change; removing an upstream fish passage barrier culvert and crossing; restoring channel hydraulic complexity with spawning gravel and LWD; and enhancing native riparian cover to reduce water temperature, and to provide cover and food sources for fish.

#4: When was the last barrier evaluation and downstream check conducted for the proposed barrier correction worksite(s)? Please provide an overview of the barrier evaluation and downstream check results (for example: The existing culvert was evaluated in 2014 and determined to be a 33% passable slope barrier. There are no barriers downstream.)

The existing culverts at SE 256th Street were last evaluated on 3/4/2020 and determined to be 33% passable due to velocity; previous evaluation was completed on 6/16/2009 and determined to be 0% passable due to slope. Four known barriers in Little Soos Creek downstream are privately owned; a 33% passable (slope) culvert, a 67% passable (slope) culvert; a 67% passable (velocity) culvert, and a 67% (water surface drop) dam. A known 33% passable (velocity) barrier (railroad) is on Big Soos Creek.

#5: Limiting Factors. Describe how the proposed project addresses limiting factors to salmon and steelhead productivity and life history stages within the watershed.

Primary habitat limiting factors listed within the Little Soos sub-basin include barriers to fish passage and degradation of spawning and rearing habitat. The proposed project removes a 33% passage barrier to fish at the SE 256th Street Crossing of Little Soos Creek, and it removes a 33% barrier at the Nguyen driveway crossing of Little Soos Creek. Removal and replacement of the culvert barriers at SE 256th Street eliminates risk of catastrophic culvert failure and potential damage to the environment and salmon habitat. Restoration at the sites will enhance in-channel hydraulic complexity for adult and juvenile salmonids and steelhead, and enhance riparian cover for shading, macroinvertebrate production, and cover from predators. Passage enhancement will restore or facilitate access to 6,884 meters, and includes 3,926 square meters of spawning habitat and 17,236 square meters of rearing habitat (WDFW Fish Passage and Diversion Screening Inventory Database).

#6: Project Scope. Describe the scope of the proposed project and the goals and objectives. Describe how the project scope is appropriate to meet the identified goals and objectives. Include milestones and a detailed schedule.

The scope of the project replaces the twin culverts on Little Soos Creek, at SE 256th Street, with a fish friendly culvert 41.5 feet in width. It also removes the Nguyen driveway culvert, located immediately upstream. The goal of the project is to remove barriers to fish passage on Little Soos Creek at the crossings. The scope of the project is appropriate to meet the goal of removing the barrier because the proposed culvert meets stream simulation sizing with climate change adjustments for this creek and has been vetted by Department of Fish and Wildlife and the Muckleshoot Tribe representatives. Scope also includes in-channel habitat enhancements of increasing complexity with large wood structure, restoration of stream bed spawning gravel, and restoration of native riparian plantings. Milestones include the following: Design complete by December, 2021, Right of Way complete by December 2021. Construction start March, 2022. Construction complete June, 2024.
#7: Cost Effectiveness. Describe how the project is cost-effective in terms of cost and biological benefit.

The project is cost-effective in terms of cost because it takes advantage of economy of scale by combining the culvert replacement with a City road capital improvement project. SE 256th Street will be widened and utility improvements completed between SE 168th Street and 173rd Place SE as part of the project. The project is cost effective in terms of biological benefit because it opens habitat upstream for fish. Total length of habitat gain upstream of SE 256th Street crossing is 6,884 meters, and includes 3,926 square meters of spawning habitat and 17,236 square meters of rearing habitat. The project also eliminates potential risk of culvert failure due to structural degradation, and associated likely consequence of catastrophic damage to the environment and salmon habitat in the Soos Creek drainage downstream.

#8: Level of Coordination. Describe the level of coordination of the proposed project with other recently completed or ongoing restoration projects within the watershed. Only describe projects within the same HUC 10 and completed since 2010 or funded for implementation by 2023. (Note: this can be any type of habitat restoration, e.g., large wood placement or floodplain restoration.) If more space is needed to answer this question create a document providing the required information and attach it in PRISM - document type should be FBRB Level of Coordination. This document should provide the coordinating projects providing the project type, PRISM number if it has one, project location, latitude and longitude preferred, and a brief description of the project(s).

No known recently completed or ongoing restoration projects are located within the watershed

#9: Is any part of the scope of work included in this application required as mitigation for another project or action or court injunction? E.g. FERC relicensing, Habitat Conservation Plan, legal settlement, culvert injunction, etc. If yes, explain:

No

#10: Southern Resident Killer Whales. Does this project benefit a Chinook stock within priority areas listed in NOAA Fisheries and WDFW’s June 22, 2018 document on Southern Resident Killer Whale Priority Chinook Stocks Report?

This project contributes to the overall benefit of the Fall Run Type of Chinook salmon stock in the Green River watershed of the Southern Puget Sound ESU, which along with the Northern Puget Sound ESU, are considered the highest priority to increase abundance to benefit Southern Resident Killer Whales.

#11: Does your project address or accommodate the anticipated effects of climate change?

Yes

#11a: How will your project be climate resilient given future conditions?

The project is designed to be climate resilient with respect to projected future stream flow predictions. The project will exceed stream simulation criteria because the bank-full width for the stream as determined by stream simulation is 33 feet. Incorporating climate change into the design expands the bankfull width. Little Soos Creek, as part of the Puget Lowland ecoregion, has a mean projected percent change in bankfull width of 5 to 10 percent in 2040 and 2080. The culvert width that incorporates these projected impacts yields a culvert width of 35 to 37 feet. The proposed culvert span is 41.5 feet, which provides a margin of safety due to climate change and in managing risk against financial and ecological losses over the service life of the new culvert structure.

#11b: How will your project increase habitat and species adaptability?

This project will increase habitat and species adaptability by removing fish passage barriers, enhancing spawning gravel quality, improving in-channel hydraulic complexity, and restoring native riparian species and habitat. The total length of habitat gain between the SE 256th Street crossing and the next partial fish passage barrier is approximately 990 meters (0.6 miles), which includes approximately 675 square meters of spawning habitat and 2,780 square meters of rearing habitat. Total length of habitat gain upstream of SE 256th Street crossing is 6,884 meters, and includes 3,926 square meters of spawning habitat and 17,236 square meters of rearing habitat.
## Restoration Metrics

**Worksite: SE 256th St Culvert and Nguyen Driveway Culvert (#1)**

<table>
<thead>
<tr>
<th>Project Identified In a Plan or Watershed Assessment (C.0.c)</th>
<th>Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 (WRIA 9) Steering Committee, 2005, Salmon Habitat Plan - Making Our Watershed Fit for a King, Prepared for the WRIA 9 Forum. (The plan prioritizes removal of fish passage barriers in tributaries to the Green River)</th>
</tr>
</thead>
</table>

**Type Of Monitoring (C.0.d.1)** |

| Implementation Monitoring |

**Monitoring Location (C.0.d.2)** |

<table>
<thead>
<tr>
<th>No monitoring completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downstream</td>
</tr>
<tr>
<td>Onsite</td>
</tr>
<tr>
<td>Upslope</td>
</tr>
<tr>
<td>Upstream</td>
</tr>
</tbody>
</table>

**Note:** "Upslope" interpreted to mean above the active channel; e.g., in areas that will be enhanced with riparian and upland vegetation.
<table>
<thead>
<tr>
<th>Miles Of Stream Made Accessible (C.2.b.1)</th>
<th>0.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitat made accessible (2489)</td>
<td></td>
</tr>
<tr>
<td>Additional barriers (2490)</td>
<td></td>
</tr>
<tr>
<td>Method used to determine miles opened</td>
<td></td>
</tr>
<tr>
<td>Type Of Barrier (C.2.b.3)</td>
<td>Culvert</td>
</tr>
<tr>
<td>Number of blockages / impediments / barriers impeding passage (C.2.b.4)</td>
<td>3</td>
</tr>
</tbody>
</table>

**Note:** Three culverts removed: twin 36” structurally deficient precast concrete pipe barriers at SE 256th Street, and one 90” span elliptical smooth steel barrier culvert (and driveway to also be removed).

<table>
<thead>
<tr>
<th>Describe the current barrier (2486)</th>
<th>Two 36-inch diameter cement concrete culvert ~50+ years old; Structurally deficient. One 90-inch span elliptical steel culvert at Nguyen’s of unknown age, Poor condition.</th>
</tr>
</thead>
</table>
| Passage problem (2487)                   | Velocity  
Slope |
| Passability (2488)                       | 33% (Partial)  
**Note:** All three culverts are rated 33% passable. |

### Culvert installed or improved (C.2.f.1)

<table>
<thead>
<tr>
<th>Total cost for Culvert installed or improved</th>
<th>$2,808,730</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Replacement on SE 256th Street Culverts</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of culverts (C.2.f.2)</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Twin culverts at the SE 256th Street crossing; one culvert and driveway removed 270 feet upstream of the SE 256th Street crossing.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miles of stream made accessible by culvert installation/repair (C.2.f.3)</th>
<th>0.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correction option (2491)</td>
<td>Stream simulation</td>
</tr>
</tbody>
</table>

### Road-crossing removal (C.2.i.1)

<table>
<thead>
<tr>
<th>Number of road-crossings (C.2.i.2)</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Private driveway and culvert structure removed (landowner access location changed).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total cost for Road-crossing removal</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Removal of Nguyen Driveway Culvert</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miles of stream made accessible by road crossing removal (C.2.i.3)</th>
<th>0.60</th>
</tr>
</thead>
</table>
Overall Project Metrics

PRIORITY WATERSHED
Select the priority watershed the proposed project is located. If N/A select None.

COMPLETION DATE
Projected date of completion

SPONSOR MATCH: MONETARY FUNDING
Amount of other monetary funding (A.12)
Source of other monetary funding (A.12.a)
Timing of other monetary funding

SPONSOR MATCH: DONATED UN-PAID LABOR (VOLUNTEERS)
Value of Donated Unpaid Labor (Volunteers) (A.13.a.2)
Source of Donated Un-paid labor contributions (A.13.a.4)

SPONSOR MATCH: DONATED PAID LABOR
Value of Donated Paid Labor (A.13.b.1)
Source of Donated Paid Contributions (A.13.b.2)

SPONSOR MATCH: OTHER IN-KIND CONTRIBUTIONS
Value of Other In-Kind Contributions (A.13.c.1)
Source of Other In-Kind Contributions (A.13.c.3)
Description of other In-Kind contributions (A.13.c.2)

Restoration Cost Estimates

Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert

<table>
<thead>
<tr>
<th>Category</th>
<th>Work Type</th>
<th>Estimated Cost</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fish Passage Improvement</td>
<td>Culvert installed or improved (C.2.f.1)</td>
<td>$2,808,730</td>
<td>Replacement on SE 256th Street Culverts</td>
</tr>
<tr>
<td></td>
<td>Road-crossing removal (C.2.i.1)</td>
<td>$10,000</td>
<td>Removal of Nguyen Driveway Culvert</td>
</tr>
<tr>
<td></td>
<td>Subtotal:</td>
<td>$2,818,730</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Estimate For Worksite:</td>
<td>$2,818,730</td>
<td></td>
</tr>
</tbody>
</table>

Summary

Total Estimated Costs: $2,818,730
Total Estimated Restoration Costs: $2,818,730
Cost Summary

<table>
<thead>
<tr>
<th>Restoration Costs</th>
<th>Estimated Cost</th>
<th>Project %</th>
<th>Admin/AA&amp;E %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restoration</td>
<td>$2,818,730</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$2,818,730</td>
<td>100.00 %</td>
<td></td>
</tr>
<tr>
<td>Total Cost Estimate</td>
<td>$2,818,730</td>
<td>100.00 %</td>
<td></td>
</tr>
</tbody>
</table>

Funding Request and Match

FUNDING PROGRAM

BA Fish Barrier Removal Board $2,395,920 85.00 %

SPONSOR MATCH

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Project %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation - Local</td>
<td>$422,810</td>
<td>15.00 %</td>
</tr>
<tr>
<td>Match Total:</td>
<td>$422,810</td>
<td></td>
</tr>
<tr>
<td>Total Funding Request:</td>
<td>$2,818,730</td>
<td>100.00 %</td>
</tr>
</tbody>
</table>

Cultural Resources

Worksite #1: SE 256th St Culvert and Nguyen Driveway Culvert

#1: Provide a description of the project actions at this worksite (acquisition, development and/or restoration activities that will occur as a part of this project)

The project actions at this work site include temporary erosion control, stream bypass, clearing and grubbing, structure excavation, culvert construction and backfill, wall construction and backfill, stream bank restoration, surface restoration.

#2: Describe all ground disturbing activities (length, width and depth of disturbance and equipment utilized) that will take place in the Area of Potential Effect (APE). Include the location of any construction staging or access roads associated with your project that will involve ground disturbance.

The ground disturbing activities for the SE 256th Street Culvert and Nguyen Driveway Culvert Removal and the associated Street improvements to SE 256th Street between SE 168th Street and 173rd Place SE include 1,500 LF in length x 100 Ft in width x 10 feet in depth. The APE area is approximately 2.8 Acres, to include staging areas. Type of equipment anticipated includes backhoes, loaders, dump trucks, excavators, cranes, graders and cement mix trucks.

#3: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

A geotechnical investigation and cultural investigation have been completed as of June, 2019.
#4: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The existing project area consists of residential properties, a City-owned park, City public right of way and a church. The depth of previous excavation is 10 for the existing culverts and the existing fill at the Little Soos Creek crossing of SE 256th Street is 15 feet.

#5: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

Yes

#5a: List the agency that will be issuing the permit and the date you anticipate applying for and receiving the permit. Will the federal permit cover ALL proposed ground disturbing activities included in the project?

Army Corps of Engineers, nationwide, applying in August 2020 and expected receipt in May 2021. The permit will cover all proposed ground disturbing activities included in the project.

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

Yes

#7a: Summarize the previous cultural resource review; including lead agency and date of review, reference name and numbers, etc. If RCO, include the prior phase grant number. NOTE: Do not provide any site-specific information considered confidential. Attach previous surveys or other reference documents.

The City of Covington has completed a cultural resources investigation as part of the design phase of this project. The field work was performed by Cultural Resource Associates in 6/2018 and the City has received an agreement of no effect to cultural resources from DAHP on 5/19/2019.

#8: Is the worksite located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site?

Yes

#8a: Please name the area and specify when the site was established.

Crystal View Park. year established is unknown.

#9: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

No
## Project Permits

<table>
<thead>
<tr>
<th>Permits and Reviews</th>
<th>Issuing Organization</th>
<th>Applied Date</th>
<th>Received Date</th>
<th>Expiration Date</th>
<th>Permit #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archeological &amp; Cultural Resources (EO 05-05)</td>
<td>DAHP</td>
<td>02/21/2019</td>
<td>05/15/2019</td>
<td>05/15/2030</td>
<td>2018-09-07592</td>
</tr>
<tr>
<td>Clear &amp; Grade Permit</td>
<td>City/County</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulics Project Approval [HPA]</td>
<td>Dept of Fish &amp; Wildlife</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nationwide Permit</td>
<td>Army Corps of Eng.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPA</td>
<td>Local or State</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality Certification [Section 401]</td>
<td>County/Dept of Ecy.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Permit Questions

#1: (all) Are you planning on using the federal permit streamlining process? **Limit 8**

Yes
Attachments

Required Attachments  8 out of 8 done

- Applicant Resolution/Authorizations ✔
- Cost Estimate ✔
- Landowner acknowledgement form ✔
- Map: Area of Potential Effect (APE) ✔
- Map: Restoration Worksite ✔
- Photo ✔
- Responses to Request for Proposal Questions ✔
- WDFW barrier & screening forms ✔

PHOTOS (JPG, GIF)

Photos (JPG, GIF)

![Photo 1](#428695)
![Photo 2](#428696)
![Photo 3](#428697)
![Photo 4](#428698)
![Photo 5](#428699)

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos
<table>
<thead>
<tr>
<th>Date</th>
<th>File Name, Number</th>
<th>Title</th>
<th>Person</th>
<th>Shared</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/29/2020</td>
<td>Covington 18494 (CIP 1145) - Planset - 05-28-2020 - 2 of 2.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/28/2020</td>
<td>Covington 18494 (CIP 1145) - Planset - 05-28-2020 - 1 of 2.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/28/2020</td>
<td>City of Covington - unsigned Resolution-Authorization.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Fish Passage Database Site 983161_Report Nguyen.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Fish Passage Database Site 983173_Report 256th 2020 March.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>SE 256th Street Culvert Replacement and Widening Project - S</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Vicinity Map.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>EXHIBIT 2- APE Area.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>DAHP concurrence 2018-09-07592_051519.pdf</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Habitat upstream of 256th.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Habitat upstream of 256th.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Driveway at creek crossing.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Barrier Driveway Culvert - upstream.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Barrier Driveway Culvert - downstream.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Barrier - 256th twin culverts - upstream.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Photo - Top of Road - 256th roadway at creek crossing.jpg</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Cost Estimate</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Project plan document</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Landowner acknowledgement form</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Landowner acknowledgement form</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Landowner acknowledgement form</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>05/27/2020</td>
<td>Landowner acknowledgement form</td>
<td>BobL</td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>
Application Status

Application Due Date: 05/29/2020

<table>
<thead>
<tr>
<th>Status Name</th>
<th>Status Date</th>
<th>Submitted By</th>
<th>Submission Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Submitted</td>
<td>05/29/2020</td>
<td>Bob Lindskov</td>
<td></td>
</tr>
<tr>
<td>Preapplication</td>
<td>05/06/2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Bob Lindskov, 05/29/2020)

Date of last change: 05/29/2020
This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants’ and their counsel as they seek grant funding managed by RCO.

This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.

RCO reserves the right to make updates to this template.

RCO GRANT AGREEMENT

Project Name: __________________________
Project Number: ________________________
Issuance Date:  ________________________

A. PARTIES OF THE GRANT AGREEMENT.

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.

2. The Sponsor’s Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.

3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

   a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant
Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.

5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

B. PURPOSE OF AGREEMENT.
This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

C. DESCRIPTION OF PROJECT.
{ProjectDescription}

D. PERIOD OF PERFORMANCE.

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

E. STANDARD TERMS AND CONDITIONS INCORPORATED.
The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS.

(This is a custom section based on project, program, and sponsor type. See attached spreadsheet of those that may apply.)

G. PROJECT FUNDING.
The total grant award provided for this project shall not exceed \( RCOAmount \). The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

\{ FundingTable \}

**H. FEDERAL FUND INFORMATION.**

(This section only appears if there is federal funding nexus)

\{ FederalFundingInfo \}

This funding is not research and development (R&D).

If the Sponsor’s total federal expenditures are $750,000 or more during the Sponsor’s fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F–Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor’s fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal “Omni-circular” (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

**I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

(This is a custom section listing things like “Expanded Scope of Work,” “Milestones,” and “Eligible Scope Items,” which become part of this agreement.)

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

**J. AMENDMENTS TO AGREEMENT.**

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by
RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.

3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

{CustomApplicableManuals}

Provided, where a manual refers to a funding board’s responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO’s statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

L. SPECIAL CONDITIONS.

{CustomSpecialConditionsAsMayApply}

M. AGREEMENT CONTACTS.

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:
These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT.
This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE.

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO’s authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Signatures:

Sponsor/Date

Recreation and Conservation Office/Date
## Standard Terms and Conditions of the RCO Grant Agreement Table of Contents

1. **CITATIONS, HEADINGS AND DEFINITIONS** ........................................................................................................... 8
2. **PERFORMANCE BY THE SPONSOR** .................................................................................................................. 13
3. **ASSIGNMENT** .................................................................................................................................................... 14
4. **RESPONSIBILITY FOR PROJECT** .................................................................................................................... 14
5. **INDEMNIFICATION** .......................................................................................................................................... 14
6. **INDEPENDENT CAPACITY OF THE SPONSOR** .............................................................................................. 16
7. **CONFLICT OF INTEREST** .................................................................................................................................. 16
8. **COMPLIANCE WITH APPLICABLE LAW** .......................................................................................................... 16
9. **ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES** .......................................................... 18
10. **RECORDS** ......................................................................................................................................................... 23
11. **PROJECT FUNDING** ......................................................................................................................................... 24
12. **PROJECT REIMBURSEMENTS** .......................................................................................................................... 25
13. **ADVANCE PAYMENTS** .................................................................................................................................... 27
14. **RECOVERY OF PAYMENTS** ............................................................................................................................ 27
15. **COVENANT AGAINST CONTINGENT FEES** ...................................................................................................... 27
16. **INCOME (AND FEES) AND USE OF INCOME** ................................................................................................. 27
17. **PROCUREMENT REQUIREMENTS** .................................................................................................................... 28
18. **TREATMENT OF EQUIPMENT AND ASSETS** ..................................................................................................... 29
19. **RIGHT OF INSPECTION** .................................................................................................................................... 30
20. **STEWARDSHIP AND MONITORING** .............................................................................................................. 30
21. **PREFERENCES FOR RESIDENTS** .................................................................................................................... 30
22. **ACKNOWLEDGMENT AND SIGNS** .................................................................................................................. 30
23. **PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS** ...................................................................................................................................................... 31
24. **PROVISIONS APPLYING TO ACQUISITION PROJECTS** ...................................................................................... 32
25. **LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS** ................................................................. 34
26. **CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS** ......................................... 35
27. **RECORDED NOTICE OF GRANT** ...................................................................................................................... 36
28. **PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS** ............................................. 36
29. **PROVISIONS FOR FEDERAL SUBAWARDS** ........................................................................................................ 36
30. **PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS** ................................................................................. 39
31. **PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS** .................................................. 39
32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS .......................................................... 40
33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS ............................................. 41
34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ............................................................. 41
35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ........................................... 41
36. ORDER OF PRECEDENCE .......................................................................................................................... 46
37. LIMITATION OF AUTHORITY ...................................................................................................................... 47
38. WAIVER OF DEFAULT ................................................................................................................................. 47
39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH. .................... 47
40. SPECIFIC PERFORMANCE ............................................................................................................................ 47
41. TERMINATION AND SUSPENSION ............................................................................................................. 47
42. DISPUTE HEARING ..................................................................................................................................... 49
43. ATTORNEYS’ FEES ................................................................................................................................... 50
44. GOVERNING LAW/VENUE ............................................................................................................................ 50
45. SEVERABILITY .......................................................................................................................................... 50
46. END OF AGREEMENT ................................................................................................................................. 50
1. CITATIONS, HEADINGS AND DEFINITIONS.

A) Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

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

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
archaeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

counter – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.
education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.
milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:
1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO’s payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.
Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.


2. PERFORMANCE BY THE SPONSOR.
a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

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

3. ASSIGNMENT.
Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

4. RESPONSIBILITY FOR PROJECT.

a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

5. INDEMNIFICATION.

a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor’s agents, employees,
contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor’s agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor’s negligence or its agents, or employees.

d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor’s own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor’s waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor’s employees directly against Sponsor.

e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State’s, its agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.
g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

6. INDEPENDENT CAPACITY OF THE SPONSOR.

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

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

7. CONFLICT OF INTEREST.

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

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

8. COMPLIANCE WITH APPLICABLE LAW.

a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor’s noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor’s failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for
construction of this project: “During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies.”

ii. Secular Use of Funds. No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

iii. Wages and Job Safety. The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor’s or subcontractor’s intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

iv. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:

(1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization’s management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

b. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or
propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

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

d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries’ “Debarred Contractor List.”

e. Requirements for RTP Subawards.

i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.
2. **Authorities.** At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
   
   i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
   
   ii. Sponsor, RCO, and landowners’ plans, policies and procedures, directives, laws and rules,
   
   iii. State Environmental Policy Act,
   
   iv. National Environmental Policy Act,
   
   v. National Historic Preservation Act of 1966,
   
   vi. Governor’s Executive Order 05-05,

3. **Scope of Archeological, Cultural, and Historic Resources Review.** RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.

4. **Compliance.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.

5. **Categorical Exemption.** If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

   However, any categorical exemption must meet the standards of and be consistent and allowable by **ALL** of the following:

   1. the project area landowner(s) legal documents and governing documents (if applicable,
   2. Sponsor’s own policies and procedures and rules,
   3. All applicable laws,
   4. RCO applicable policies, manuals and/or other guidance, and
   5. Washington Department of Archaeology and Historic Preservation’s rules and policies.

   Alternatively, the RCO may assign a categorical exemption to the project based on its own review.
Regardless of the applicability of any categorical exemption, the RCO reserves the right at any
time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting
authority for the project conducts an archeological, cultural, and historical resources review and
tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor’s
Executive Order 05-05, such review and consultation shall substitute for the land owner’s,
provided that such substitution is allowed only if (a) the permitting authority and landowner are
not the same, and (b) the RCO determines that the review and consultation performed by the
permitting authority meets RCO standards. When a permitting authority conducts such reviews
and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).

7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated
above, the Sponsor shall perform and be bound by the following:

a. Project Review. For project areas not reviewed by a permitting authority (see above), prior
to implementing in the project area any ground disturbance, altering or demolishing
structures or other property appurtenances, removing or altering vegetation, geologic
elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas
where project mitigation shall occur, or any other areas that may be affected by project
implementation, the Sponsor shall review the project for its potential and actual impacts,
including any planned projects on lands acquired as part of the project, to any and all
archaeological, cultural and historical resources in and adjacent to the project area, in areas
where project mitigation shall occur, or other areas that may be affected by project
implementation. In this review, Sponsor shall follow its policies and procedures, plans,
guidance, rules, and directives, as well as act in compliance with Governor’s Executive Order
05-05, the National Historic Preservation Act, the State Environmental Policy Act, the
National Environmental Policy Act, and any local laws as may apply. If another
governmental agency is responsible in whole or in part for this review the Sponsor shall
assist with such review.

b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above),
prior to implementing in the project area any ground disturbance, altering or demolishing
structures or other property appurtenances, removing or altering vegetation, geologic
elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas
where project mitigation shall occur, or any other areas that may be affected by project
implementation, Sponsor shall conduct tribal consultation with any interested or affected
tribes as defined above.

c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence
(which RCO shall prescribe) that it has conducted project review and tribal consultation as
described and receive written approval of such review and consultation from RCO prior to
Sponsor implementing in the project area any ground disturbance, altering or demolishing
structures or other property appurtenances, removing or altering vegetation, geologic
elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas
where project mitigation shall occur, or any other areas that may be affected by project implementation.

d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.

e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.

g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.

i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with
the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. **Project Areas on State or Federal Property Not Owned By Sponsor.**

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consultation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.

b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archeological, cultural and historic resources, and tribal consultation for the project area.

i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.


c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.

d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.

e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.


g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors
working at the project site, and implement the IDP when cultural resources or human remains are found at the project site.

h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.

i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

9. Costs. Costs associated with Sponsor’s responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

10. RECORDS.

a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records
shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.

d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor’s reports, including computer models and methodology for those models.

e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state’s defense of such claims.

11. PROJECT FUNDING.

a. Authority. This Agreement and funding is made available to Sponsor through the RCO.

b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

12. PROJECT REIMBURSEMENTS.

a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

   i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
   ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
   iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.

e. Requirements for Federal Subawards: Match. The Sponsor’s matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor’s matching share when such contributions meet all of the following criteria:

i. Are verifiable from the non-Federal entity's (Sponsor’s) records;
ii. Are not included as contributions for any other Federal award;
iii. Are necessary and reasonable for accomplishment of project or program objectives;
iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
13. ADVANCE PAYMENTS.
Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

14. RECOVERY OF PAYMENTS.

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

b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

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

16. INCOME (AND FEES) AND USE OF INCOME.
See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).

b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

i. The Sponsor’s matching resources;
ii. The project’s total cost;
iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor’s system;
v. Capital expenses for similar acquisition and/or development and renovation; and/or
vi. Other purposes explicitly approved by RCO.

e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

i. Grant program laws, rules, and applicable manuals;
ii. Value of any service(s) furnished;
iii. Value of any opportunities furnished; and
iv. Prevailing range of public fees in the state for the activity involved.


17. PROCUREMENT REQUIREMENTS.

a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

i. Publish a notice to the public requesting bids/proposals for the project;
ii. Specify in the notice the date for submittal of bids/proposals;
iii. Specify in the notice the general procedure and criteria for selection; and
iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding
cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.


ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

18. TREATMENT OF EQUIPMENT AND ASSETS.

a. Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.
v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

e. Requirements for RTP Subawards.

i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

19. RIGHT OF INSPECTION.
The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO’s right to inspect and access lands acquired or developed with this funding assistance.

20. STEWARDSHIP AND MONITORING.
Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

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

22. ACKNOWLEDGMENT AND SIGNS.

a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

b. Signs.

i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program’s funding contribution, unless waived by the director; and
ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

   i. The fund source;
   ii. The percentage of the total costs of the project that is financed with federal money;
   iii. The dollar amount of federal funds for the project; and
   iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.

a. The following provisions shall be in force:

   i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor’s sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

   ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor’s responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.


e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.

a. The following provisions shall be in force:

i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.

ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the
state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.

b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.

c. Hazardous Substances.

i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

ii. No hazardous substances were found on the site, or

iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed “clean.”

iv. Responsibility. Nothing in this provision alters the Sponsor’s duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys’ fees) and any and all loss
of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.

a. Long-Term Obligations. This section applies to completed projects only.

b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.
i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.

ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.

a. The following provisions shall be in force for this agreement:

i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

   a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
   b. In a reasonably safe condition for the project’s intended use;
   c. Throughout its estimated useful service life so as to prevent undue deterioration;
   d. In compliance with all federal and state nondiscrimination laws, regulations and policies.

ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

   a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
   b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
   c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.
27. RECORDED NOTICE OF GRANT.
At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.

a. A corporate Sponsor, including any nonprofit Sponsor, shall:
   i. Maintain corporate status with the state, including registering with the Washington Secretary of State’s office, throughout the Sponsor’s obligation to the project as identified in the Agreement.
   ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor’s obligation to the qualified successor if requirements are met.
   iii. Maintain sites or facilities open to the public and may not limit access to members.

29. PROVISIONS FOR FEDERAL SUBAWARDS.
The following provisions shall be in force for this agreement:

a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: “To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,
12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,
Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing
regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal

d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a
“federally assisted construction contract” as any agreement or modification thereof between
any applicant and a person for construction work which is paid for in whole or in part with funds
obtained from the Government or borrowed on the credit of the Government pursuant to any
Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken
pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee,
or any application or modification thereof approved by the Government for a grant, contract,
loan, insurance, or guarantee under which the applicant itself participates in the construction
work.

e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the
construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings,
highways, or other changes or improvements to real property, including facilities providing
utility services. The term also includes the supervision, inspection, and other onsite functions
incidental to the actual construction.

f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program
legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities
(Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-
3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards
Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In
accordance with the statute, contractors must be required to pay wages to laborers and
mechanics at a rate not less than the prevailing wages specified in a wage determination made
by the Secretary of Labor. In addition, contractors must be required to pay wages not less than
once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage
determination issued by the Department of Labor in each solicitation. The decision to award a
contract or subcontract must be conditioned upon the acceptance of the wage determination.
The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal
awarding agency identified in the Federal Fund Information Section. The contracts must also
include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as
supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and
Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or
Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor)
must be prohibited from inducing, by any means, any person employed in the construction,
completion, or repair of public work, to give up any part of the compensation to which he or she
is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported
violations to the Federal awarding agency identified in Section H: FEDERAL FUND
INFORMATION.
g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).

j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying
with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service’s Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.

The following provisions shall be in force for this agreement:
a. Liability Insurance. The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

b. Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

c. Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.

d. Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

e. Government Agencies. The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.

f. Sole Duty of the Sponsor. By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.
This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the “Land and Water Conservation Fund General Provisions” are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.
33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.
The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.
For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.
The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency’s General Terms and Conditions “Indirect Cost Rate Agreements,” if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: “This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” This requirement is for the life of the product, whether during or after the Agreement period of performance.

c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.
d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor
affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA’s Utilization of Small, Minority and Women’s Business Enterprises in procurements made under this award.

j. Minority and Women’s Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement. These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

i. Include qualified minority and women’s businesses on solicitation lists.
ii. Assure that qualified minority and women’s business are solicited whenever they are potential sources of services or supplies.
iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women’s businesses.
iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women’s businesses.
v. Use the services and assistance of the State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or $3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items
(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor’s region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

I. Certification Regarding Lobbying, EPA Form 6600-06:

II. Disclosure of Lobbying Activities, SF LLL:

u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients’ (Sponsor’s) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is $654.71 per day $81.83 per hour.

w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency’s Office of International and Tribal Affairs (OITA) BEFORE
travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2) A description of the purpose, agenda, location, length and timing for the event; and,
3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

aa. State grant cybersecurity.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient’s network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient’s network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange.

36. ORDER OF PRECEDENCE.

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

i. Federal law and binding executive orders;
ii. Code of federal regulations;
iii. Terms and conditions of a grant award to the state from the federal government;
iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
v. State Constitution, RCW, and WAC;
vi. Agreement Terms and Conditions and Applicable Manuals
vii. Applicable deed restrictions, and/or governing documents.

37. LIMITATION OF AUTHORITY.
Only RCO’s Director or RCO’s delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

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

39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.
The Funding Entity (if different from RCO) and RCO rely on the Sponsor’s application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

40. SPECIFIC PERFORMANCE.
RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors’ completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

41. TERMINATION AND SUSPENSION.

a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

b. For Cause.
i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
   a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
   b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
   c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
   d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

   i. The Sponsor was not in default; or
   ii. Failure to perform was outside Sponsor’s control, fault or negligence.

d. Rights of Remedies of the RCO.

   i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
   ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
   iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participates
is suspended under this section for a continuous period of one year, RCO’s obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

iv. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

v. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

42. DISPUTE HEARING.

a. Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party’s request for a dispute hearing must be in writing and clearly state:
   
i. The disputed issues;
   ii. The relative positions of the parties;
   iii. The Sponsor’s name, address, project title, and the assigned project number.

b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

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

d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
e. Request for a disputes hearing under this section by either party shall be delivered or mailed to
the other party. The request shall be delivered or mailed within thirty (30) days of the date the
requesting party has received notice of the action or position of the other party which it wishes
to dispute. The written agreement to use the process under this section for resolution of those
issues shall be delivered or mailed by the receiving party to the requesting party within thirty
(30) days of receipt by the receiving party of the request.

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

43. ATTORNEYS’ FEES.
In the event of litigation or other action brought to enforce the terms of this Agreement each party
agrees to bear its own attorney fees and costs.

44. GOVERNING LAW/VENUE.
This Agreement shall be construed and interpreted in accordance with the laws of the State of
Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County
Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the
project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper.
The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of
Washington.

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

46. END OF AGREEMENT.
This is the end of the agreement.
SUBJECT: ACCEPT COUNCILMEMBER HOLLUMS RESIGNATION AND APPROVE PROCESS TO FILL VACANCY OF COUNCIL POSITION NO. 6

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. Covington City Council Policies and Procedures
2. Notice of Council Vacancy

PREPARED BY: Krista Bates, Executive Assistant/Deputy City Clerk

EXPLANATION:
Councilmember Fran Hollums has resigned from Covington City Council ("Council") effective June 30, 2020. Council position No. 6 will therefore become vacant. The term of this position expires December 31, 2021. Pursuant to Council Policies and Procedures ("Council Rules"), Council accepts the resignation by a motion and majority vote of the whole council.

According to RCW 42.12.070(1), when a Council position is vacant through resignation or other means, the remaining members of the Council must appoint a qualified person to fill that position. If the city council does not make that appointment within ninety days of the occurrence of resignation, the King County Council will make the appointment.

The person who is appointed to Council Position No. 6 shall take office immediately and serve the remainder of the unexpired term until the election results are certified following the November 2021 election.

According to Council Policies and Procedures Rule 3.4.3, the procedure by which the vacancy will be filled requires a majority vote of the council prior to publishing the notice of vacancy. State law gives wide latitude to the Council regarding the process for appointing a council member. The only state statute the council must comply with is the Open Public Meetings Act requirement that interviews of candidates and appointments must be performed in an open public meeting. The council may discuss the qualifications of the candidates in executive session.

Below is the process staff recommends for filling the vacancy. Council may wish to approve this process or suggest any alternatives.

- Council accepts the resignation by a motion and majority vote of the whole council and approves the process to fill the vacant council position.
- Staff will advertise the Council vacancy via a Proclamation on the City website and City Facebook.
- In past years, the City has published a display ad in the local Covington Reporter newspaper. While there is no longer a publication of this newspaper and no other
newspapers are widely distributed within the Covington city limits, staff recommends not publishing the notice in a newspaper at this time.

- Applications (in the form of letters of interest) will be accepted by email through July 10, 2020.
- At a special meeting on July 28, 2020 at 6:00 p.m., Council will have the opportunity to interview the applicants for Council Position No. 6
- During the regular council meeting scheduled for July 28, 2020 at 7:00 p.m., Council may discuss the qualifications of the applicants (in executive session) and then make an appointment Council Position No. 6, if so desired.
- If necessary, Council may modify this process during the special or regular meetings on July 28, 2020 to accommodate timing or other issues.

Interview Process:
- The order of the interviews will be determined by drawing names.
- All applicants will be interviewed together by the council in a panel format, wherein each applicant, in turn, will be asked to answer questions posed by each councilmember. The interview process will be designed to be fair and consistent.
- Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

Deliberation and Selection:
- Council may recess into executive session to discuss the qualifications of all candidates.
- Nominations, voting, and selection of a person to fill the vacancy will be conducted during an open session.
- The nomination process will follow the regular nomination process set forth in Rule 3.2.3, where the chair opens nomination and each councilmember may nominate one individual (no second is required). The councilmembers nominating and the nominees shall have an opportunity to make public comment before voting commences.
- Voting shall commence in the order nominations were made. Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the entire city council (four votes), then the chair will declare him/her appointed. No votes will be taken on the remaining nominees.
- A tie vote results in a failed nomination and the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.
- If none of the nominees receives a majority vote, the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.
- Council, at its discretion, may continue the deliberations to another meeting and/or take other alternative action.
Schedule for Filling Council Vacancy

- June 24  Issue Proclamation, publish on City website and City Facebook
- June 30  Effective Date of Resignation
- July 20  Letters of Interest due to City
- July 28  Council interviews candidates, discusses candidate qualifications in executive session, appoints a councilmember if desired

ALTERNATIVES:
1. Continue deliberations at a future meeting.
2. Do not appoint an individual to Council Position No. 6 and provide direction to staff.

FISCAL IMPACT: N/A

CITY COUNCIL ACTION: ___Ordinance ___Resolution ___X__Motion ____Other

Councilmember ________________ moves, Councilmember ________________ seconds, to accept the resignation of Councilmember Hollums effective June 30, 2020, and approve the process to fill the vacancy on Council Position Number 6.

REVIEWED BY:  City Manager, City Attorney
1.0 AUTHORITY & EFFECT OF RULES

1.1 Rules Established.
These policies and procedures constitute the official policies and rules of procedure for the Covington City Council (the “Rules”). These Rules shall be in effect upon adoption by resolution of the council and until such time as new or amended rules are adopted as provided in Section 1.3.

1.2 Suspension of Rules.
Any provision of these Rules not governed by state law or city ordinance may be temporarily suspended by a two-thirds vote of those members present and voting. A two-thirds vote is five (5) of seven (7) votes, four (4) of six (6) votes, four (4) of five (5) votes, and three (3) of four (4) votes.

1.3 Review & Amendment of Rules.
It is the intent of the city council that these Rules be periodically reviewed as needed, but no less than every two (2) years. Accordingly, these Rules should be considered in the month of January of every even-numbered year and may be considered at any other time that council shall choose to review them. These Rules may be amended, or new rules adopted, by resolution.

1.4 Effect/Waiver of Rules.
These Rules are adopted for the sole benefit of the members of the city council to assist in the orderly conduct of council business. These Rules do not grant rights or privileges to members of the public or third parties. Failure of the city council to adhere to these Rules shall not result in any liability to the city, its officers, agents, or employees, nor shall failure to adhere to these Rules result in invalidation of any council act.

2.0 CITY COUNCIL: GENERAL POWERS & RESPONSIBILITIES

2.1 Overview.
The powers of the city council are to be used for the benefit of the community and its residents to provide for the health, safety, and general welfare of its residents. The Covington City Council values personal honesty and integrity, open and accessible government, fiscal responsibility, fair treatment of individuals, and commitment to customer service.

It is important to note that the council acts as a body. No member has any extraordinary powers beyond those of other members. Although the mayor has additional ceremonial and presiding officer responsibilities, all members are equal when establishing policies, voting, and performing their council duties.

Policy is established as a majority vote of the council. While individual members may disagree with decisions of the majority, a decision of the majority binds the council to a course of action.
Councilmembers should respect the decision of the majority and are expected to follow adopted council rules, policies, and procedures.

It is the city manager’s responsibility to ensure the policy of the council is enacted. Actions of staff to pursue the policy direction established by a majority of the council do not reflect any bias against councilmembers who held a minority opinion on an issue.

2.2 Council and Administration.
Councilmembers act as the legislative body with authority to enact laws, adopt the city’s budget, determine service priorities, make public policy, and appoint community boards, commissions, and committees (RCW 35A.13.230). The city manager and city staff are the executive/administrative branch.

In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, councilmembers refrain from becoming directly involved in the administrative activities of the city.

Except for purposes of inquiry, councilmembers should communicate with city staff primarily through the city manager and shall not give orders to any city staff without the city manager’s authorization. The city manager may choose to establish formal or informal norms for routine council-staff interaction and staff support of council committees. In addition, council may fully and freely discuss with the city manager in open session anything pertaining to appointment and removal of city staff and city affairs.

2.3 Authority and Responsibilities of the City Council.
It is within the authority and responsibility of the city council to:

2.3.1 Establish Policy.
  o Adopt goals and objectives
  o Establish priorities for public services
  o Approve/amend the operating and capital budgets
  o Approve intergovernmental agreements and certain contracts
  o Adopt resolutions

2.3.2 Enact Local Laws.
  o Pass ordinances
  o Call for special elections, when necessary

2.3.3 Appoint and Supervise Officials.
  o Appoint city manager
  o Evaluate performance of city manager
  o Establish advisory boards and commissions
  o Make appointments to advisory boards and commissions
  o Provide direction to advisory bodies
o Appoint councilmembers to council committees, intergovernmental boards and commissions, and external committees

2.3.4 Provide Public Leadership.
- Represent constituents to promote representative governance
- Communicate the city’s vision and goals to constituents
- Represent the city’s interests at regional, county, state, and federal levels
- Determine best course of public policy

2.4 ADDITIONAL RULES, POLICIES, & PROCEDURES
In addition to these Rules, the council shall also comply with the following rules, policies, and procedures, if adopted by the city:

2.4.1 City Officials’ Code of Ethics
2.4.2 Public Records Policy
2.4.3 Technology Use Policy
2.4.4 Travel Policy (as provided for in the Employee Handbook)
2.4.5 Vehicle Use Policy (as provided for in the Employee Handbook)

3.0 CITY COUNCIL: ROLES & ADMINISTRATION

3.1 Role of Mayor and Mayor Pro Tem.

3.1.1 Mayor.

- **Presiding Officer.** The mayor serves as the presiding officer of the council and acts as chair at all meetings of the council. The mayor does not possess any power of veto.

- **Ceremonial Representative.** The mayor is responsible to act as the city council’s ceremonial representative at public events and functions. He or she shall have no regular administrative duties.

- **Proclamations.** The mayor is vested with the authority to initiate and execute proclamations as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy and do not require the approval or action of council.

- **Signing of City Documents.** The mayor, unless unavailable, shall sign all ordinances, resolutions, interlocal agreements, contracts, and any other documents that have been adopted by the city council and require an official signature, except when the city manager has been authorized by council action to sign documents. In the event the mayor is unavailable, the mayor pro tem may sign such documents.
• In addition to the above powers conferred to the role of mayor, the councilmember serving as mayor shall have all the rights, privileges, and immunities of a member of the council.

3.1.2 **Mayor Pro Tem.** In the mayor’s absence, the mayor pro tem assumes all of the above noted responsibilities and rights of the mayor.

3.2 **Election of Mayor and Mayor Pro Tem.**

3.2.1 The council shall elect a mayor and mayor pro tem for a term of two (2) years and shall remain in office until the next election of a mayor and/or mayor pro tem, unless earlier removed or vacated.

3.2.2 The motion to elect the mayor and mayor pro tem will be placed on the agenda of the first council meeting of even-numbered years.

3.2.3 **Nomination and Appointment Process.**

• The nomination and appointment process outlined in this subsection shall be used to fulfill the positions of both mayor and mayor pro tem. The council shall first fulfill the position of mayor, and only upon fulfillment of that position should the council fulfill the position of mayor pro tem.

• Each councilmember may nominate one person for a given office. Nominations do not require a second vote.

• The councilmembers nominating and the nominees will have an opportunity to make public comment before voting commences.

• Voting shall commence in the order nominations were made. Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the entire city council (four votes), then the chair will declare him/her appointed. No votes will be taken on the remaining nominees.

• A tie vote results in a failed nomination and the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.

• If none of the nominees receives a majority vote, the chair will call for nominations again and repeat the process until a single nominee receives a majority vote of the entire city council.
3.2.4 **Removal.** A supermajority vote of the entire city council (five) shall be required to approve a motion to remove the mayor or mayor pro tem from office for cause.

3.2.5 **Temporary Absence.** In the temporary absence of the mayor, the mayor pro tem shall perform the duties and responsibilities of the mayor with regard to conduct of meetings and emergency business.

3.2.6 **Permanent Vacancy.** In the event the mayor or mayor pro tem is unable to serve the remainder of the term or resigns, the city council shall appoint a new mayor or mayor pro tem following the same procedure in this section.

3.3 **Swearing-In Newly Elected Councilmembers.**

Pursuant to RCW 29A.04.133, new councilmembers shall be sworn in by any officer or notary public authorized to administer oaths either:

- Up to ten (10) days prior to the day they are scheduled to assume their office; or
- At the first meeting of the council in January; or
- At any other time after their term of office is scheduled to begin.

3.4 **Filling a Council Vacancy.**

3.4.1 **Resignation Process.** A written resignation must be submitted to the city council.

- The notice of resignation should provide for an effective date and the resignation will be effective as of that selected date.
- The council accepts the resignation by a motion and majority vote of the whole council.

3.4.2 **Procedure.** If a vacancy occurs in the office of a councilmember, the council will follow the procedures outlined in RCW 42.12.070 in addition to those included in these Rules.

3.4.3 **Vacancy Notice and Application.** In order to fill the vacancy with the most qualified person available until an election is held, the council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled (which shall be agreed upon by a majority vote of the council prior to publishing the notice of vacancy), and how to apply.

3.4.4 **Interview Process.** Those candidates selected by the council to be interviewed will be interviewed during a regular or special council meeting open to the public, pursuant to the interview process included in the vacancy notice. The interview process will be designed to be fair and consistent. Since this is not a campaign, comments and responses about other applicants will not be allowed.
3.4.5 **Deliberation and Selection.** The council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting, and selection of a person to fill the vacancy must be conducted during an open public meeting. Nominations will follow the process outlined in Section 3.2 herein. Appointment of the new councilmember requires a majority vote of the entire city council (four votes).

3.5 **Council Committees.**

3.5.1 **Committee of the Whole.** In addition to regular council meetings, the entire council may meet for study or special project purposes as a Committee of the Whole. A meeting of the council as the Committee of the Whole must have a quorum of councilmembers present.

3.5.2 **Council Committees.** The city council may establish standing committees of three (3) or fewer councilmembers as policy review and discussion arms of the city council as a whole for any special purpose, task, or time frame. Council committees may study issues and develop recommendations for consideration by the city council as a whole but may not take binding action on behalf of the city council as a whole. Should a quorum of councilmembers attend any council committee meeting that was not publicly noticed, that meeting shall be immediately adjourned and reconvened at a time when three (3) or fewer councilmembers are in attendance or the meeting is properly noticed as a special meeting of the council pursuant to these Rules.

3.6 **Councilmember Appointments.**

3.6.1 **To Council Advisory Bodies.** The city council may appoint three (3) or fewer councilmembers to represent the city council as a whole on city advisory bodies.

3.6.2 **Liaison/Representative Appointments.** The city council may appoint individual councilmembers, as required, to represent the city council as a whole to external advisory bodies or groups.

4.0 **COUNCIL MEETINGS: TYPES; GENERAL PROVISIONS**

4.1 **Open Public Meetings Act.**

All council meetings shall comply with the requirements of RCW Section 42.30, the Open Public Meetings Act (OPMA). All regular council meetings, special council meetings, and any meetings of the committee of the whole (including study sessions) or council committee meetings of a quorum of councilmembers shall be open to the public.
4.2  Types of Council Meetings.

4.2.1  Regular Council Meetings. The council shall hold regular meetings on the second and fourth Tuesday of each month. The council will not hold meetings on any other day of the month, unless otherwise noticed. All regular meetings will begin at 7:00 p.m., unless otherwise noticed.

Should any regular council meeting occur on a legal holiday, on a general or primary election day, or special election called within the City of Covington, the meeting shall be held at the same hour and place on the following business day.

4.2.2  Special Meetings. Any council meeting other than the regular council meeting is a special meeting. Notice of special meetings shall be given pursuant to state law. The mayor, or in the absence of the mayor, the mayor pro tem or any three (3) members of council may schedule a special meeting, subject to the notice and call requirements prescribed by state law and/or city ordinance or rule.

4.2.3  Study Sessions / Workshops. Any meeting at which the council may discuss, investigate, review, or study matters of city business with city staff for informational purposes. Study sessions or workshops shall be noticed as special meetings of the council. Final action on any matter shall not occur during a study session or workshop.

4.2.4  Annual Strategic Planning Summit. The council shall hold an annual strategic planning summit on the last Saturday in January of each year.

4.2.5  Emergency Meetings. If, by reason of fire, flood, earthquake, or other emergency there is a need for expedited action by the council to meet the emergency, the mayor may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30 shall be suspended during such emergency. The minutes shall indicate the reason for the emergency.

4.3  Meeting Place.
Council meetings will be at a time and place as council directs, except that regular and/or special meetings at which final actions on resolutions or ordinances will take place shall always be held within the boundaries of the City of Covington.

4.4  Meeting Cancellation.
Any council meeting may be canceled by a majority vote or consensus of the council. The mayor or mayor pro tem may cancel a council meeting for lack of agenda items.

4.5  Public Notice of Meetings.
The city shall comply with the provisions of RCW 35A.12.160 regarding public notice of all council meetings.
4.6 **Quorum and Voting.**
At all council meetings, a majority of the entire city council membership (four members) shall constitute a quorum for the transaction of business. The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of a majority of the entire city council as provided by RCW 35A.12.120. All other matters shall pass by affirmative vote of a majority of the quorum of councilmembers present at the meeting, unless otherwise provided by state law or in these rules.

4.7 **Attendance, Excused Absences.**

4.7.1 RCW 35A.12.060 provides that a councilmember shall forfeit his or her office by failing to attend three (3) consecutive regular meetings of the council without being excused by the council. Members of the council may be so excused by complying with this subsection.

4.7.2 If a councilmember will be absent for a regular council meeting, that councilmember shall contact the mayor, mayor pro tem, city manager, or city clerk (the “Designated Contact(s)”) prior to the start of the council meeting and state the reason for his or her inability to attend the meeting. Upon receiving notification of an absence, the Designated Contact shall promptly notify the other Designated Contacts, via email, of the notice of absence and reason for such absence (e.g. if a councilmember calls the mayor to give notice of their absence, the mayor will then promptly send an email to the mayor pro tem, city manager, and city clerk stating that he/she received a notice of absence from the given councilmember and the reason given for such an absence). Following roll call, the presiding officer shall inform the council of the member’s absence and state the reason for such absence.

4.7.3 A motion to excuse an absent councilmember shall be non-debatable. Upon passage of such a motion by a majority of members present, the absent member shall be considered excused and the clerk will make an appropriate notation in the minutes.

4.7.4 Councilmembers shall only be required to be excused from regular council meetings and shall not be required to be excused from all other meetings of the council, including, but not limited to, study sessions, special meetings, council committee meetings, and the annual summit. However, as a courtesy, councilmembers should notice their absence for all other council meetings as set forth above in Subsection 4.7.2.

4.8 **Attendance of City Officers & Employees.**
The city manager, or his or her designee, shall attend all meetings of the city council as a whole, including regular meetings, special meetings, study sessions, and executive sessions, except if the council meets in executive session with the city attorney on matters of potential conflict for the city manager or to review the performance of the city manager.
Any city officer or employee shall have the duty when requested by the city manager to attend council meetings and shall remain for such time as the city manager may direct.

4.9 Executive Sessions.

4.9.1 The council may hold executive sessions, from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening to an executive session, the presiding officer shall announce the purpose of the session and the anticipated time when the session will be concluded. No formal action or decision of the council may be taken in executive session.

4.9.2 If the council, after executive session, has provided direction or consensus to city staff on proposed terms and conditions for any confidential or privileged issue, all contact with any other party shall be made by the designated city staff representative handling the issue. Councilmembers should consult with the city manager and/or city attorney prior to discussing such information with anyone other than other councilmembers, the city attorney, or city staff designated by the city manager. Any councilmember having any contact or discussion with any person other than those listed above on any such confidential or privileged issue shall make full disclosure to the city manager and council in a timely manner.

4.9.3 Pursuant to RCW 42.23.070, councilmembers shall keep confidential all written materials and verbal information reviewed and/or discussed during executive sessions to ensure that the city’s position is not compromised. Confidentiality also includes information provided to councilmembers outside of executive sessions when the information is considered to be exempt from disclosure under the State Public Records Act (Chapter 42.56 RCW, as amended).

4.10 Adjournment.

Regular, special, and committee of the whole meetings of the council shall adjourn at or before 10:00 p.m. The adjournment time established in this section may be extended upon approval of a motion by a majority of the councilmembers present. At any time during any council meeting, any councilmember may call for a “Point of Order” to review agenda priorities.

4.11 Audio Recordings of Council Meetings.

The city clerk, or designee, shall make and keep audio recordings of all regular, special, and committee of the whole council meetings, except those meetings or portions of meetings conducted in executive session, or unless a motion is passed to suspend audio recording of a meeting. All recordings and related records of city council meetings, except as provided for above, shall be retained by the city pursuant to the state Public Records Act and the city’s public records policy.
4.12 Council Meeting Minutes.

4.12.1 The city clerk, or designee, shall take minutes at all meetings of the city council in accordance with state and local requirements.

4.12.2 Proceedings will be entered into a minute book constituting the official record of the council.

4.12.3 The minutes shall be made available for public inspection. Unless a councilmember requests a reading of the minutes of a council meeting, the minutes may be approved without reading if the clerk has previously furnished each councilmember with a copy of the minutes.

4.12.4 City council meeting minutes may be corrected by the city clerk if in error, but shall not otherwise be revised without a majority affirmative vote of the whole council membership at a regularly scheduled council meeting.

5.0 COUNCIL MEETINGS: AGENDAS & CONDUCT OF BUSINESS

5.1 Setting Agenda.
The city manager shall set the council agenda for the meeting following the suggested order of business listed in Section 5.8 or 5.9, unless circumstances warrant a different order. When necessary, the mayor, with the consent of the council, may change the order of business.

5.2 Placement of Items on the Agenda.
Items may be added to a regular council meeting agenda pursuant to the following procedures:

5.2.1 Consent Agenda, New Business, Continued Business, and Public Communication. Consent agenda, new business, continued business, and public communication items may be added to an agenda by: (1) A majority vote or consensus by the council; or (2) by the city manager.

5.2.2 Future Agenda Items. All regular council meeting agendas shall include a section for “Future Agenda Items”—wherein councilmembers may present any topic or issue for the council to consider and approve adding as a new business item on a future council meeting agenda.
5.2.3 Items may be included under “Future Agenda Items” upon the joint request of two (2) or more councilmembers. Such a request shall be emailed to the city manager or city clerk by the requesting councilmembers no later than seven (7) business days prior to a regular council meeting. The email must include the names of the requesting councilmembers and the item title to be included on the agenda (the title should specifically relate to and convey the core topic/issue to be discussed). The names of the requesting councilmembers shall be placed on the agenda next to the corresponding Future Agenda Item.

5.2.3.1 Upon discussion of the Future Agenda Item, it shall require an affirmative vote of at least three (3) councilmembers present to add the item as a New Business item to a future council meeting agenda. If the item will require the use of staff resources, then the council shall defer scheduling of the item to the city manager.

5.3 Staff Resources for Agenda Items. A councilmember may not utilize city staff for the preparation of an item for the agenda without prior direction of the city manager.

5.4 Agenda Item Priority.

5.4.1 Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.

5.4.2 Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

5.5 Adding an Item to a Published Agenda.
At any regular council meeting, an item may be placed on the agenda at the time the presiding officer calls for approval of the agenda (i.e. after the agenda is closed and the notice published) only if the presiding officer or city manager explains the necessity and receives a majority affirmative vote of councilmembers present at the meeting.

5.6 Staff Agenda Reports.
Staff agenda reports shall be in a standard format approved by the city council.

5.7 Consent Calendar.
The city manager, in consultation with the presiding officer, shall place matters on the consent calendar that:

5.7.1 have been previously discussed or policies have been set by the council; or
5.7.2 are based on the information delivered to members of the council by the administration that can be reviewed by a councilmember without further explanation; or

5.7.3 are so routine or technical in nature that passage is likely.

5.7.4 Ordinances, resolutions, and motions are all eligible to be placed on the consent calendar.

5.7.5 The motion to adopt the consent calendar shall be non-debatable and have the effect of moving to adopt all items on the consent calendar. Because adoption of any item on the consent calendar implies unanimous consent, any member of the council shall have the right to remove any item from the consent calendar. If any matter is withdrawn, the presiding officer shall place the item at an appropriate place on the agenda for deliberation at the current or a future council meeting.

5.8 Order of Business for Regular Meetings.

The suggested order of business for each regular council meeting should be as follows:
- Call to Order
- Roll Call, Flag Salute
- Approval of Agenda
- Public Communication
- Public Comment
- Approve Consent Agenda
- Reports of Commissions
- Public Hearing
- Continued Business
- New Business
- Future Agenda Items
- Council/Staff Comments
- Public Comment
- Executive Session
- Adjournment

5.9 Order of Business for Special Meetings or Study Sessions.

The suggested order of business for each study session should be as follows:
- Call to Order
- Agenda Items
- Adjournment
5.10 Public Comment.

5.10.1 During regular meetings of the council, public comments will be invited during the public comment portion(s) of the agenda. The public is also invited at any time to provide written comment on any legislative or non-quasi-judicial matter. It is encouraged that such written comments be filed with the city clerk by 12:00 pm of the Thursday preceding the meeting. If written comments are given at the meeting, the presenter should provide ten (10) copies for the council, city manager, city clerk, and city attorney.

5.10.2 In addition, public oral testimony may be taken on other legislative or non-quasi-judicial matters as they arise during the course of the meeting agenda. However, once a motion is pending, debate is limited to council and no further public comment will be taken, unless a councilmember requests further testimony.

5.10.3 Public comments should be limited to no more than four (4) minutes per person. No person may donate time to another person. If additional time is needed, a person may request that the council place an item on a future agenda as time allows.

5.10.4 If many members of the public would like to comment on a particular topic, the presiding officer may encourage or require potential commenters to consolidate their comments and choose a limited number of spokespersons to speak on behalf of the group. If potential commenters are required by the presiding officer to consolidate their comments and choose a spokesperson, the presiding officer may allow the spokesperson(s) to speak for a longer designated period of time.

5.10.5 Except as provided in Section 5.10.4, members of the public may not share or give speaking time to other commenters.

5.10.6 The presiding officer may limit the total time for public comment and may, if many members of the public want to comment about a particular issue, continue the matter to another time.

5.11 Public Hearing.

A public hearing is a formal opportunity for individuals to give their views for consideration in the legislative or policy decision-making process. In addition, public hearings are required on quasi-judicial actions, which determine the legal rights, duties, or privileges of specific parties. The following rules shall be observed during public hearings:

5.11.1 Legislative/Information Gathering Public Hearings.

- **Open Public Hearing**—The presiding officer will open the public hearing.
- **Staff Presentation**—For an initial presentation of background information from a city department, a city board, commission, or committee, no more than twenty (20) minutes will be allowed, unless authorized by the presiding officer.
- **Public Comments**—Comments will be limited to four (4) minutes per speaker. Any individual or group may request of the council additional time to speak if such request is submitted in writing no later than the day prior to the subject meeting. Such request shall be subject to council approval. The presiding officer may allow additional time for receipt of written testimony, when needed.
- **Staff Comments**—Additional staff comments may be requested by council following public comments.
- **Close Public Hearing**—At the conclusion of Public or Staff Comments, the Presiding Officer will close the public hearing.
- **Council Deliberation**
- **Council Action**
- **Timekeeper**—The city clerk shall be the timekeeper.

**5.11.2 Quasi-Judicial Public Hearings.**

No public oral testimony shall be given on quasi-judicial matters outside of a public hearing except on matters of procedure. If a quasi-judicial hearing is on the agenda, the city attorney will inform the public regarding state law requirements for public comment. Quasi-judicial hearings will be conducted in conformance to procedures outlined in state law and the Covington Municipal Code.

**6.0 COUNCIL MEETINGS: PARLIAMENTARY PROCEDURES**

**6.1 Parliamentarian / Governing Procedure.**

The city attorney, in consultation with the city clerk, shall decide all questions of interpretation of these Rules and other questions of a parliamentary nature that may arise at a council meeting. All cases not provided for in these Rules shall be governed by the current edition of “Robert’s Rules of Order,” a copy of which is maintained in the office of the city clerk. In the event of a conflict, these Rules shall prevail.

**6.2 Presiding Officer.** The presiding officer shall:

6.2.1 Observe and enforce all rules adopted by the council;

6.2.2 Call all meetings to order and keep to the order of business;

6.2.3 Preserve order and decorum in the council chambers in accordance with these Rules;

6.2.4 Recognize councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, control discussion in an orderly manner, and require speakers to speak to the question; and
6.2.5 Put motions to a vote and announce the outcome.

6.2.6 The presiding officer may participate in all deliberations of the council in the same manner as any other member and is expected to vote in all proceedings unless a conflict of interest exists. The presiding officer may not move an action, but may second a motion.

6.3 Motions.

6.3.1 Motion Required. Prior to discussion of an action item, a councilmember should make a motion, which is seconded by another councilmember, on the topic under discussion. If the motion is not seconded, it dies.

- Motions that do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.

- Motions shall be clear and concise and not include arguments for the motion.

6.3.2 Request for Written Motions. Motions shall be reduced to writing when requested by the presiding officer or any member of the council. All resolutions and ordinances shall be in writing.

6.3.3 Discussion on Motion. After a motion has been made and seconded (if required), councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.

6.3.4 Withdrawal of Motion. A motion may be withdrawn by the maker of the motion, at any time, without the consent of the council.

6.3.5 Motion to Amend. A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend requires a second and a majority to pass.

6.3.6 Motion to Table.

- Non-debatable.
- Requires a majority to pass.
- If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue.
- If an item is tabled, it cannot be reconsidered at the same meeting.

6.3.7 Motion to Postpone to Time Certain.

- Debatable.
- Amendable.
- Requires a majority to pass.
- The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- May be reconsidered at the same meeting.

6.3.8 **Motion to Postpone Indefinitely.**
- Debatable. The merits of the main motion may also be debated.
- Not amendable.
- Requires a majority to pass.
- May be reconsidered at the same meeting.

6.3.9 **Calling the Question.**
- A successful motion to call for the question shall close debate on the main motion.
- Non-debatable.
- Requires a second and two-thirds (2/3) vote.
- Debate on the main motion is reopened if the motion to call the question fails.

6.3.10 **Motion for Reconsideration.**
- After the motion has been decided, any councilmember who voted in the majority (i.e. if a motion passed, a councilmember who voted in favor of the motion; or, if the motion failed, a councilmember who voted against the motion) may move for a reconsideration of the motion.
- The motion for reconsideration must be made at the same or next regular council meeting.
- Non-debatable.
- Not amendable.
- Requires a majority to pass.

6.3.11 **Council Consensus.** When the council concurs or agrees with an item that does not require a formal motion, the mayor will summarize the council’s consensus at the conclusion of the discussion.

6.4 **Voting on Motions.**

6.4.1 **Motion Restated.** When the discussion is concluded, the presiding officer shall repeat the motion prior to voting. The city council votes on the motion as restated.

6.4.2 **Voice Vote.** Unless otherwise provided for by statute, ordinance, resolution, or these Rules, all votes shall be taken by voice, except that at the request of any councilmember, a verbal roll call vote shall be taken by the city clerk.
6.4.3 **Declaring Motion Passes or Fails.** If the vote is unanimous, the presiding officer shall state that the motion has been passed unanimously according to the number of councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the presiding officer shall state the number of councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.

Once the vote has been taken, the discussion is closed. It is not necessary for councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.

6.4.4 **Tie Votes.** In case of a tie vote on any motion, the motion shall be considered lost and fails.

6.4.5 **Abstention.** Although it is the duty of each councilmember to vote on final action items, he or she cannot be compelled to vote, and thus he or she may abstain. The councilmember shall indicate their abstention to the presiding officer before any discussion begins on the motion. The abstaining councilmember shall then not be permitted to participate in the discussion or vote on the motion. The abstention shall be recorded by the city clerk and not included in the vote tally.

6.4.6 **Recusal.** If a councilmember has a conflict of interest or an appearance of fairness question under state law, the councilmember may recuse themself from the issue and shall leave the council chambers during discussion and voting on the issue. That councilmember shall be considered absent when voting occurs.

6.4.7 **Silence.** If a councilmember is silent on a vote (i.e. is present and does not abstain or recuse themself pursuant to this section but also does not cast a vote for the motion), it shall be recorded as an affirmative vote.

6.4.8 **Proxy Votes.** No vote may be cast by proxy.

7.0 **COUNCIL MEETINGS: MISCELLANEOUS**

7.1 **General Decorum.**

7.1.1 **Councilmembers.** While the council is in session, the members must preserve order and decorum, and a member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, nor disrupt any member while speaking, nor refuse to obey the orders of the council or the presiding officer, except as otherwise provided in these Rules.
7.1.2 Public. Any person making personal or slanderous remarks or who becomes disorderly while addressing the council or while in the council chamber while the council is in session shall be asked to leave by the presiding officer.

7.2 Dissents and Protests. Any councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the council and have the reason entered in the minutes.

7.3 Forms of Address. The mayor shall be addressed as “Mayor (surname),” “Your Honor,” or “Mr./Madam Mayor.” Members of the council shall be addressed according to their preference as “Councilmember (surname),” Councilor (surname),” or Mr./Mrs./Miss/Ms. (surname).

7.4 Seating Arrangement. The mayor shall sit at the center of the council, and the mayor pro tem shall sit adjacent to the mayor. Other councilmembers are to be seated in a manner acceptable to the council. If there is a dispute, seating shall be in position order.

8.0 CITY COUNCIL ADVISORY BODIES

The council’s advisory bodies provide an invaluable service to the city. Their advice on a wide variety of subjects aids the council in the decision-making process. Effective public participation is an invaluable tool for local government.

8.1 Establishment of Advisory Bodies; Dissolution.

8.1.1 The city council may establish advisory bodies (including, but not limited to commissions, committees, boards, and task forces) by resolution or, if required by state statute, ordinance. The enacting resolution (or ordinance) will set forth the size of each advisory body, which will be related to its duties and responsibilities; the term of office of its members; a statement of its purpose and function; and time lines, if relevant to the scope of work.

8.1.2 Limitations on Authority. All advisory bodies established by the city council are advisory to the city council and are not authorized to take independent action representing the city with other agencies or bodies.

8.1.3 OPMA. All advisory bodies shall comply with the requirements of the Open Meetings Act (RCW Chapter 42.30).

8.1.4 Dissolution. The council may dissolve any advisory body that, in their opinion, has completed its working function or for any other reason. Such dissolution shall be by resolution (or ordinance, if the body was originally established by ordinance) of the city council.
8.2 Appointment to Advisory Bodies.

8.2.1 Notice of Vacancies. Unless otherwise directed by the council, the city clerk’s office shall advertise notice of vacant positions on council advisory bodies so that any interested and qualified individual may submit an application.

8.2.2 Applicant Requirements. Applicants are urged to be residents of the City of Covington, but applications from individuals living outside of the corporate boundaries of the city may be considered if authorized by the resolution or ordinance establishing the advisory body.

8.2.3 Applicant Interviews and Appointment.

- The city council will endeavor to interview all applicants for an available advisory position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole based upon a failure to meet the basic qualifications as set forth in the applicable resolution or ordinance or when the gross number of applicants is so large as to be an undue burden on the council’s schedule.

- All interviews for available advisory positions shall be scheduled as a special or committee of the whole council meeting.

- The council shall also interview applicants seeking reappointment for the same advisory position, unless otherwise determined by a majority of the council.

- Appointments to advisory bodies will be made during a regularly scheduled council meeting.

- Upon appointment, new appointees to advisory bodies will receive a briefing by the applicable commission, committee, or task force chairperson and/or city staff regarding the duties and responsibilities of the members of their respective advisory body.

8.3 Removal of Appointees. Appointees to advisory bodies may be removed prior to the expiration of their term of office, for any reason, by a supermajority vote (five councilmembers) of the city council as a whole.

8.4 Exit Interviews. The mayor will send a letter to an outgoing member of an advisory body, inviting the outgoing member to attend an exit interview so that the council may gain insight into the outgoing member’s experience serving on the advisory body.

8.5 Council Relations with Advisory Bodies. To avoid any undue influence on the city’s advisory bodies, and to prevent unauthorized or misrepresented communications between the council and
advisory bodies, councilmembers are prohibited from attending any meeting of the city’s advisory bodies in an official capacity unless specifically authorized to attend by a consensus of the city council. Further, councilmembers are strongly encouraged to not attend any meeting of the city’s advisory bodies in an unofficial capacity. If a councilmember chooses to attend a meeting of any of the city’s advisory bodies in an unofficial capacity, he/she shall expressly state that he/she is attending and/or speaking in a personal capacity only and is in no way representing the opinions or position of the city council as a whole.

9.0 PUBLIC COMMUNICATION & REPRESENTATION

- Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if his or her statement reflects their personal opinion or if it is the official stance of the city, or if this is the majority or minority opinion of the council.

- When councilmembers represent the city or attend meetings in an official capacity as a councilmember, they must support and advocate the official city position on an issue, not a personal viewpoint.

- Once the city council has taken a position on an issue, all official city correspondence regarding the issue will reflect the council's adopted position.

- City letterhead shall not be used for correspondence of councilmembers representing a dissenting point of view from an official council position.

- As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the council, shall be distributed to the full council so that councilmembers may be made aware of the impending publication.
Notice of Council Vacancy

City of Covington Councilmember Fran McGregor Hollums announced she will retire from the council effective June 30, 2020.

The City Council will be accepting applications to fill the vacancy of Council Position No. 6 for the remainder of the term which will continue until the November 2021 election results are certified.

Covington residents may apply for the position through July 10, 2020, by emailing a letter of interest to Krista Bates, Executive Assistant/Deputy City Clerk: kbates@covingtonwa.gov.

Council will conduct interviews during a special meeting on Tuesday, July 28, 2020 at 6:00 p.m., to be followed by the regular City Council meeting at 7:00 p.m.

The order of the interviews will be determined by drawing the names. All applicants will be interviewed together by the council in a panel format, wherein each applicant, in turn, will be asked to answer questions posed by each councilmember. The interview process will be designed to be fair and consistent. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting, and selection of a person to fill the vacancy will be conducted during an open session. Council may or may not make an appointment during the regular July 28, 2020 and may continue its deliberations to a future meeting and/or take an alternative action.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN BUSINESS CAPITAL, A 501(C)(4) NONPROFIT, TO ADMINISTER, DISTRIBUTE AND PROVIDE AUDIT-READY REPORTING ON FUNDS PROVIDED BY THE CITY OF COVINGTON, UNDER THE CARES ACT, FOR A SMALL LOCALLY-OWNED BUSINESS RAPID RELIEF GRANT PROGRAM, FOR PANDEMIC IMPACTED SMALL BUSINESSES

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:
1. Exhibit A - Purchased Services Agreement

PREPARED BY: Gina Estep, Community Development Director

EXPLANATION:
The City of Covington has been awarded funds through the states Coronavirus Relief Funds (CRF). The funds are available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES ACT). The funds associated with the agenda item are funded entirely through the federal stimulus funding under the CARES Act, which is provided by the U.S. Department of Treasury (US Treasury) to the Governor via the Office of Financial Management (OFM). OFM’s allocation methodology is based on 2019 population estimates for each jurisdiction. Funds will be provided to cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act. Covington will receive up to $608,400.

Coronavirus Relief Funds may only be used on costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 through October 31, 2020 and pursuant to the CRF Program Guidelines.

The City Council desires to utilize a portion of the above referenced funds to develop a Covington COVID-19 Rapid Relief Grant Program, providing an opportunity for Covington’s small businesses to request emergency grant funding assistance. Grants awarded will start at $2,500, and not exceed $10,000 per business. Upon approval of this service agreement, specific criteria will be created for the application process.

Staff seeks City Council approval to authorize the City Manager to enter into a Professional Services Agreement with Evergreen Business Capital, a 501(c)(4), to administer, distribute and provide audit-ready reporting on funds provided by the City of Covington for pandemic impacted small locally owned businesses.

The scope of work and compensation is outlined in Exhibit A of the Agreement. Evergreen will:
- Accept and hold grant funding from the City of Covington.
• Update, streamline and co-brand a Rapid Relief Grant Program Application and associated Economic Injury Worksheet.
• Assist the city with the establishment of grant criteria.
• Provide communication support to promote the grant program to small locally owned business.
• Act as the liaison between the City and the small businesses during the grantmaking process.
• Use tax returns and valid business licenses to evaluate applications.
• Provide summary of recommended grants to the City for confirmation.
• Upon City confirmation, issue Grant Agreements, and the funds to the businesses.
• Provide detailed report of all granted funds.
• In the event of an audit of the City’s grant, Evergreen would act as the City’s representative, under the guidance of the City’s Finance Director.
• Evergreen charges 8.5 percent of the entire loan fund amount to complete the scope of work.

FISCAL IMPACT:
The cost of this services agreement is 8.5 percent of the total grant program. The recommendation is for a grant amount of not less than $100,000, and up to $125,000, depending on available funds.

CITY COUNCIL ACTION:  _____Ordinance _____Resolution  __X__ Motion  ____Other

Councilmember ____________ moves, Councilmember ________________ seconds, to authorize the city manager to execute a contract between the City of Covington and Evergreen Business Capital.

REVIEWED BY:  City Manager, City Attorney, Finance Director
PROFESSIONAL SERVICES AGREEMENT
between the City of Covington and
Evergreen Business Capital

This Professional Services Agreement ("Agreement") is made between the City of Covington ("City"), a Washington municipal corporation, and Evergreen Business Capital ("Contractor"), a Washington 501(c)(4) nonprofit corporation, also individually referred to as a "Party" and together as the "Parties." The Parties agree as follows:

I. DESCRIPTION OF SERVICES.

Contractor shall perform such professional services as described in Exhibit A (the "Services"), which is attached hereto and incorporated by this reference.

A. Contractor represents that the Services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement.

B. The Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality, or the ease of its discovery.

II. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services specified in this Agreement, but in any event no later than November 15, 2020 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.

III. COMPENSATION.

The City shall pay Contractor a total amount not to exceed 8.5 percent of the total value of the grant funds awarded for the Services described in this Agreement. The Contractor shall provide its W-9 to the City concurrent with the execution of this Agreement. The Contractor shall invoice the City upon completion of the Services. The method of compensation for Contractor's services shall be as delineated in the attached and incorporated Exhibit A. All rates and/or other methods of compensation shall remain locked at the negotiated rates throughout the Term of this Agreement. Except as otherwise provided in A, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.
If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**IV. INDEPENDENT CONTRACTOR.**

The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor’s own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section III of this Agreement. 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. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor’s failure to do so.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City’s general right of inspection to secure satisfactory completion.

**V. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, upon providing the other Party thirty (30) days’ written notice to the addresses set forth in the signature block of this Agreement. After termination, the City may take possession of all records and data within the Contractor’s possession pertaining to this project, which may be used by the City without restriction. If the City’s use of Contractor’s records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

**VI. DISCRIMINATION.**
In all Contractor services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and may result in ineligibility for further City agreements.

VII. INDEMNIFICATION.

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 resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City; however, should a court of competent jurisdiction determine that this Agreement 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, including the duty and cost to defend, 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 the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE.

A. Insurance Term. 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 Services hereunder by the Contractor, its agents, representatives, or employees.

B. No limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types and coverage described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. **Commercial General Liability** insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with
respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Contractor's profession.

D. **Minimum Amounts of Insurance.** The Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

E. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. **Verification of Coverage.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services.

H. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

J. **City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether
such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

IX. COMPLIANCE WITH LAWS AND CONTRACTOR'S WORK AND RISK.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those Services. All Services shall be performed at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City’s request.

XI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach and Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

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

C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the email and/or physical addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Email notice shall become effective at the date and time it is received by the City. Any physical written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.

D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.

E. Interpretation and Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

G. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

H. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.
IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CITY OF COVINGTON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:________________</td>
</tr>
<tr>
<td>Print Name:</td>
<td>___________________</td>
</tr>
<tr>
<td>Its: Partner</td>
<td>Regan Bolli</td>
</tr>
<tr>
<td>DATE:</td>
<td>City Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTICES TO BE SENT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
</tr>
<tr>
<td>Evergreen Business Capital</td>
</tr>
<tr>
<td>Theresa Smith – Vice President</td>
</tr>
<tr>
<td>13925 Interurban Ave. S., Suite 100</td>
</tr>
<tr>
<td>Seattle, WA 98168-5719</td>
</tr>
<tr>
<td>206-557-1439</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY OF COVINGTON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina Estep – <a href="mailto:gestep@covingtonwa.gov">gestep@covingtonwa.gov</a></td>
</tr>
<tr>
<td>City of Covington</td>
</tr>
<tr>
<td>16720 SE 271st Street, Suite 100</td>
</tr>
<tr>
<td>Covington, WA 98042</td>
</tr>
<tr>
<td>253-480-2444</td>
</tr>
</tbody>
</table>
EXHIBIT A

SCOPE OF WORK

The Contractor shall do or provide the following Services:

Administer, disburse, and provide audit-ready reporting on funds provided by the City for pandemic-impacted small businesses. Specifically, Evergreen Business Capital will:

- Accept and hold $100,000 in grant funding from the City
- Update, streamline and co-brand Grant Application and Economic Injury Worksheet
- Assist the City with the establishment of grant criteria
- Provide communication support to promote the grant program to small businesses
- Act as the liaison between the City and the small businesses during the grantmaking process
- Use tax returns and valid business licenses to evaluate applications
- Provide summary of recommended grants to City of Covington for confirmation
- Upon confirmation, issue Grant Agreements, as approved by the City, and funds to small businesses
- Provide detailed report of all granted funds
- In the event of an audit of the City’s grant, Evergreen will act as the City’s representative, under the guidance of the City’s Finance Director
- Evergreen will be compensated 8.5 percent of the entire loan fund to complete the Services
SUBJECT: CONSIDER PROVIDING $10,000 IN ASSISTANCE TO THE STOREHOUSE FROM MONEY ALLOCATED TO THE CITY UNDER THE CARES ACT AND CORONA VIRUS RELIEF FUND.

ATTACHMENT(S): None

RECOMMENDED BY: Julie Johnston, Personnel and Human Services Planner
Presented by Regan Bolli, City Manager

EXPLANATION:
During the 2019 legislative session, the United States Congress approved an opportunity for local governments to be allocated funding through the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). This established the Coronavirus Relief Fund (the “Fund”) and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to states, certain local governments, and other governmental entities (e.g., territories and tribal governments) with populations of 500,000 or more. Governor Inslee has announced that the state will be sharing nearly $300 million of the state’s disbursement with local governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that, among other things, are necessary expenditures incurred due to the health emergency with respect to COVID-19. The requirement that expenditures be incurred due to the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the city to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses are allowed, revenue replacement is not a permissible use of Fund payments. The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury interprets this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

The City of Covington has been allocated up to $608,400 from the Coronavirus Relief Fund. The CARES Act provides payments from the Fund may only be used to cover costs that, among other things, are necessary expenditures incurred due to the health emergency with respect to COVID-19 as established by the CARES Act. While staff continues to research multiple options, it is clear food scarcity is a high priority need in the community and staff recommends providing $10,000 in reimbursable funds to The Storehouse. Council may follow this recommendation or provide alternate direction to staff.

1. Provide $10,000 to The Storehouse
2. Not allocate any funding to The Storehouse and reserve it for other allocations

FISCAL IMPACT:
The CARES Act Funding will be allocated to the City of Covington in the amount of up to $608,400. Council may decide what amount to fund The Storehouse. Staff recommends $10,000 be allocated to The Storehouse at this time. Please note this will have a short-term effect on the City’s finances because the City will need to pay upfront and then be reimbursed.

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

Councilmember _______________ moves, Councilmember _______________ seconds, to allocate $10,000 of the Coronavirus Relief Fund to The Storehouse.

REVIEWED BY: City Manager, City Attorney, Finance Director
DISCUSSION OF FUTURE AGENDA ITEMS:

6:00 p.m., Tuesday, July 14, 2020 Special Meeting
Interview Applicants for the Economic Development Council

7:00 p.m., Tuesday, July 14, 2020 Regular Meeting

(Draft Agenda Attached)
CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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.

NOTICE to all participants: Pursuant to state law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.

APPROVE CONSENT AGENDA
C-1. Minutes: June 23, 2020 Special (Interviews) & Regular Meeting (Michaud)
C-2. Vouchers (Parker)

PUBLIC HEARING
1. To Receive Public Testimony Regarding Interim Zoning Regulations (Estep)

NEW BUSINESS
2. Consider Appointments to Covington Economic Development Council (Council)
3. Review 2020 Summit Action Items List (Bolli)
4. Consider Appointing Councilmember(s) to the Aquatic/Recreation Center Feasibility Study Steering Committee (Keough)
5. Potential Police Move (Parker)
6. Discuss Creating a Diversity Commission (Bolli)
7. Discuss Opportunities for Diversity Training (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).