COVINGTON CITY COUNCIL SPECIAL MEETING AGENDA – 6:20 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, August 13, 2019  City Council Chambers
7:00 p.m.  16720 SE 271st Street, Suite 100, Covington

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

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
- Proclamation for Children’s Therapy Center 40 Year Anniversary (Rita Schwarting, CTC Board Chair)
- Update on Safe Car Parking (Andrea Mendoza, St. John the Baptist Catholic Church)
- Presentation on King County Solid Waste Comprehensive Plan (Pat McLaughlin, Solid Waste Division Director)

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

APPROVE CONSENT AGENDA
C-1. Vouchers (Parker)
C-2. Authorize the City Manager to Execute Two Grant Agreements with the Department of Commerce for Town Center Civic Plaza Development Land Acquisition (Bolli)

NEW BUSINESS
1. Consider Appointments to Planning Commission (City Council)
2. Consider Appointments to Covington Economic Development Council (City Council)
3. Consider Resolution Approving the 2019 Comprehensive Solid Waste Management Plan for the King County Solid Waste System (Vondran)
4. Discuss 2020 Hazard Mitigation Plan Annex (Jenkins)

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).
Consent Agenda Item C-1
Covington City Council Meeting
Date: August 13, 2019

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers: Vouchers #39368- #39457, including ACH payments in the amount of $4,724,827.17, dated July 19, 2019; and Paylocity Payroll Vouchers #1010767231 - #1010767247 inclusive, plus employee direct deposits and wire transfers, in the amount of $264,298.14, dated July 26, 2019.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember __________ moves, Councilmember __________ seconds, to approve for payment Vouchers: Vouchers #39368- #39457, including ACH payments in the amount of $4,724,827.17, dated July 19, 2019; and Paylocity Payroll Vouchers #1010767231 - #1010767247 inclusive, plus employee direct deposits and wire transfers, in the amount of $264,298.14, dated July 26, 2019.
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE TWO GRANT AGREEMENTS WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR COVINGTON TOWN CENTER CIVIC PLAZA DEVELOPMENT LAND ACQUISITION IN THE AMOUNTS OF $795,400 & $485,000.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1) Grant #18-96616-042 Agreement
2) Grant #19-96619-013 Agreement

PREPARED BY: Casey Parker, Finance Director

EXPLANATION:
The City has been awarded two grants to provide funds towards the acquisition of approximately 8 acres of land in the City of Covington’s Town Center (Parcel 3622059081 the former Covington Elementary School). In the future a civic plaza with outdoor public space will be constructed on portions of this property, these grant funds are to be used for land acquisition only.

The funds are granted through the 2019 Local and Community Projects Program:
- Grant #18-96616-042 for $795,400.00
- Grant #19-96619-013 for $485,000.00

Once these grant agreements (Attachment 1 & 2) are approved the City will submit for reimbursement of funds expended for the purchase of the 8 acres of land from the Kent School District.

After the purchase of this property the City will begin planning for the redevelopment of this site to incorporate a civic plaza and outdoor public space filled with public art, outdoor activities and seating and engaging amenities that invite visitors to interact, engage and support local businesses. The City envisions this space to allow for large public gatherings, small social events and a place for our youth to interact in a safe and positive space.

ALTERNATIVES:
Decline the Local and Community Projects Program grant funds.

FISCAL IMPACT:
The total grant amount is for $1,280,400 to be used towards land acquisition of the 8-acre parcel in the City’s Town Center. The total purchase price of the property is $3,951,646.77. The remainder will be paid for out of the Town Center reserve.
CITY COUNCIL ACTION:  ____ Ordinance  ____ Resolution  ____X Motion  ____ Other

Council member __________ moves, Council member ________________ seconds, to authorize the City Manager to execute two grant agreements with the Washington State Department of Commerce in the amount of $795,400.00 and $485,000.00, in substantial form as attached.

REVIEWED BY:  City Manager, City Attorney, Finance Director
Grant to

City of Covington

through

The Local and Community Projects Program

For

Covington Town Center Civic Plaza Development Acquisition

Start date: January 19, 2018
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds; Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED
# FACE SHEET

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

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## 1. GRANTEE

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

## 2. GRANTEE Doing Business As (optional)

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## 3. Grantee Representative

Casey Parker  
Finance Director  
(253) 480-2421  
cparker@covingtonwa.gov

## 4. COMMERCE Representative

Emily Hafford  
Project Manager  
(360) 725-5001  
Fax 360-586-5880

P.O. Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525  
emily.hafford@commerce.wa.gov

## 5. Grant Amount

$795,400.00

## 6. Funding Source

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<th>State</th>
<th>Other</th>
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## 7. Start Date

1/19/2018

## 8. End Date

6/30/2021

## 9. Federal Funds (as applicable)

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## 10. Tax ID #

91-1829887

## 11. SWV #

SWV0003097-00

## 12. UBI #

601 802 997

## 13. DUNS #

N/A

## 14. Grant Purpose

The outcome of this performance-based contract is for the acquisition of approximately 8 acres in Covington, as referenced in Attachment A – Scope of Work.

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

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### FOR GRANTEE

Regan Bolli, City Manager

Date

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### FOR COMMERCE

Mark K. Barkley, Assistant Director

Date

---

**APPROVED AS TO FORM**

Signature  
5.30.19

Date
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

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

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

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

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

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

2. **COMPENSATION**
   COMMERCE shall pay an amount not to exceed $795,400.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. **CERTIFICATION OF FUNDS PERFORMANCE MEASURES**
   A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

   i) Eligible Project expenditures prior to the execution of this contract.
   ii) Cash dedicated to the Project.
   iii) Funds available through a letter of credit or other binding loan commitment(s).
   iv) Pledges from foundations or corporations.
   v) Pledges from individual donors.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

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

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

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

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

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

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL
PROPERTY PERFORMANCE MEASURES

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

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

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

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

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

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

B. Design, engineering, architectural, and planning;

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

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

8. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

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

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

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

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

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

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

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

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

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

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

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

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

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

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

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

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

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

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

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

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

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

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

17. SIGNAGE, MARKERS AND PUBLICATIONS

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

18. HISTORICAL AND CULTURAL ARTIFACTS

   Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor’s Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

   In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor’s Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

   The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state’s historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe’s cultural staff or committee.
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The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor’s Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION
   A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
   B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

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

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

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

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

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

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

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

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

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

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

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREBIN

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

5. AMENDMENTS

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

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

7. **ASSIGNMENT**

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

8. **ATTORNEYS' FEES**

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

9. **AUDIT**

   A. **General Requirements**

   COMMERCE reserves the right to require an audit. If required, GRANTEE(s) are to procure audit services based on the following guidelines.

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

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

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

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

   B. **State Funds Requirements**

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

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

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

   C. **Documentation Requirements**

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

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

   In addition to sending a copy of the audit, when applicable, the GRANTEE must include:
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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title
or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

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

12. COPYRIGHT PROVISIONS

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

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

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

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

13. DISPUTES

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

The request for a dispute hearing must:

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

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

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.
The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

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

15. GOVERNING LAW AND VENUE

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

16. INDEMNIFICATION

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

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

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

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

17. INDEPENDENT CAPACITY OF THE GRANTEE

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

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

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19. **LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. **LICENSING, ACCREDITATION AND REGISTRATION**

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

21. **LIMITATION OF AUTHORITY**

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

22. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

23. **PAY EQUITY**

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

   (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

   (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

   (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.
24. **POLITICAL ACTIVITIES**
Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

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

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

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

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. **REGISTRATION WITH DEPARTMENT OF REVENUE**
If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. **RIGHT OF INSPECTION**
The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

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

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

32. **SITE SECURITY**

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

33. **SUBGRANTING/SUBCONTRACTING**

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

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

34. **SURVIVAL**

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

35. **TAXES**

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

36. **TERMINATION FOR CAUSE**

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

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

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

37. TERMINATION FOR CONVENIENCE

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

38. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;

2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

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

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

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

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

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

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

40. WAIVER

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

Funds awarded under this grant shall be used for the acquisition of approximately 8 acres of land in the City of Covington.

The acquisition will include the purchase of parcel 3622059081 for the eventual development of the Covington Town Center Civic Plaza project.

The pre-construction activities will serve future construction of the plaza.

This acquisition is expected to be complete in July, 2019.

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

CERTIFICATION PERFORMANCE MEASURE

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

GRANTEE

TITLE

DATE
# Budget

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture &amp; Engineering</td>
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</tr>
<tr>
<td>Site Acquisition</td>
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</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Capitalized Equipment</td>
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</tr>
<tr>
<td>Contingency</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Contracted Amount:</strong></td>
<td><strong>$3,945,033.00</strong></td>
</tr>
</tbody>
</table>

**CERTIFICATION PERFORMANCE MEASURE**

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

GRANTEE

TITLE

DATE
Certification of the Availability of Funds to Complete the Project

<table>
<thead>
<tr>
<th>Non-State Funds</th>
<th>Amount</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>City of Covington</td>
<td>$2,664,633.00</td>
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</tr>
<tr>
<td>Total Non-State Funds</td>
<td>$2,664,633.00</td>
<td>$2,664,633.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>State Funds</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Supplemental Budget (19-96619-013)</td>
<td>$485,000.00</td>
<td></td>
</tr>
<tr>
<td>State Capital Budget</td>
<td>$795,400.00</td>
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</tr>
<tr>
<td>Total State Funds</td>
<td>$1,280,400.00</td>
<td>$1,280,400.00</td>
</tr>
</tbody>
</table>

| Total Non-State and State Sources|                           | $3,945,033.00 |

CERTIFICATION PERFORMANCE MEASURE

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

GRANTEE

TITLE

DATE
Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of January 19, 2018, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

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

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

GRANTEE

TITLE

DATE

30 of 95
Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

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

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

GRANTEE________________________________________

TITLE________________________________________

DATE________________________________________
Grant to

City of Covington

through

The 2019 Local and Community Projects Program

For

Covington Town Center Civic Plaza Development Acquisition

Start date: March 27, 2018
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds; Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED
### GRANTEE

City of Covington  
17070 SE Wax Rd.  
Covington, Washington 98042

### COMMERCE Representative

Emily Hafford  
Project Manager  
(360) 725-5001  
Fax 360-586-5880  
P.O. Box 42525  
1011 Plum Street SE  
Olympia, WA 98504-2525  
emily.hafford@commerce.wa.gov

### Grant Amount

$485,000.00

### Federal Funds (as applicable)

N/A

### Tax ID #

91-1829887

### SWV #

SWV0003097-00

### UBI #

601802997

### DUNS #

N/A

### Grant Purpose

The outcome of this performance-based contract is for the acquisition of approximately 8 acres in Covington, as referenced in Attachment A – Scope of Work.

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

### FOR GRANTEE

Regan Bolli, City Manager

Date

### FOR COMMERCE

Mark K. Barkley, Assistant Director

Date

APPROVED AS TO FORM

[Signature]

Date 5.30.19
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 298, Section 1012, made an appropriation to support the 2019 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

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

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

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $485,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

   i) Eligible Project expenditures prior to the execution of this contract.
   ii) Cash dedicated to the Project.
   iii) Funds available through a letter of credit or other binding loan commitment(s).
   iv) Pledges from foundations or corporations.
   v) Pledges from individual donors.
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

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

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

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

4. PREVAILING WAGE LAW

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

5. DOCUMENTATION AND SECURITY

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

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

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

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

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.
6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

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

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

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

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

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

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

B. Design, engineering, architectural, and planning;

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

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

8. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as
agreed by the parties, regarding work under this Grant performed by subcontractors and the portion
of Grant funds expended for work performed by subcontractors, including but not necessarily limited
to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors”
shall mean subcontractors of any tier.

10. INSURANCE

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

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

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

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect
during the term of this Grant, as follows:
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT STATE FUNDS

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

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

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

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

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

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

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

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

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

• Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

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

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

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

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

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

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

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

16. MODIFICATION TO THE PROJECT BUDGET

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

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

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

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

17. SIGNAGE, MARKERS AND PUBLICATIONS

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

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor’s Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor’s Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation (“DAHP”), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state’s historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe’s cultural staff or committee.
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The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state’s obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

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

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.
1. DEFINITIONS
   As used throughout this Grant, the following terms shall have the meaning set forth below:
   
   A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
   
   B. "COMMERCE" shall mean the Department of Commerce.
   
   C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
   
   D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
   
   E. "State" shall mean the state of Washington.
   
   F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
   
   G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
   
   H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

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

3. ADVANCE PAYMENTS PROHIBITED
   No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

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

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

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

7. **ASSIGNMENT**

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

8. **ATTORNEYS' FEES**

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

9. **AUDIT**

   A. **General Requirements**

   COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

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

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

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

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

   B. **State Funds Requirements**

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

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

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

   C. **Documentation Requirements**

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

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

   In addition to sending a copy of the audit, when applicable, the GRANTEE must include:
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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

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

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

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

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

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

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW, or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title.
or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

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

12. COPYRIGHT PROVISIONS

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

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

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

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

13. DISPUTES

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

The request for a dispute hearing must:

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

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

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.
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The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.
The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

14. DUPLICATE PAYMENT

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

15. GOVERNING LAW AND VENUE

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

16. INDEMNIFICATION

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

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

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

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

17. INDEPENDENT CAPACITY OF THE GRANTEE

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

18. INDUSTRIAL INSURANCE COVERAGE

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

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. **LICENSING, ACCREDITATION AND REGISTRATION**

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

21. **LIMITATION OF AUTHORITY**

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

22. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

23. **PAY EQUITY**

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
   (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

   (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

   (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.
24. **POLITICAL ACTIVITIES**
Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

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

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

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

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. **REGISTRATION WITH DEPARTMENT OF REVENUE**
If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. **RIGHT OF INSPECTION**
The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. **SAVINGS**
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the “Termination for Convenience” clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.
31. SEVERABILITY
The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

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

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

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

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

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

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

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

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

37. TERMINATION FOR CONVENIENCE

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

38. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;

2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

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

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

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

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

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

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

40. WAIVER

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

Funds awarded under this grant shall be used for the acquisition of approximately 8 acres of land in the City of Covington.

The acquisition will include the purchase of parcel 3622059081 for the eventual development of the Covington Town Center Civic Plaza project.

The pre-construction activities will serve future construction of the plaza.

This acquisition is expected to be complete in July, 2019.

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

CERTIFICATION PERFORMANCE MEASURE

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

GRANTEE

TITLE

DATE

55 of 95
## Budget

<table>
<thead>
<tr>
<th>Line Item</th>
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<tr>
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<td>Site Acquisition</td>
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<td>Construction</td>
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<td>Capitalized Equipment</td>
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<td>Contingency</td>
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<td><strong>Total Contracted Amount:</strong></td>
<td><strong>$3,945,033.00</strong></td>
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### CERTIFICATION PERFORMANCE MEASURE

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

---

GRANTEE

TITLE

DATE
Certification of the Availability of Funds to Complete the Project

<table>
<thead>
<tr>
<th>Non-State Funds</th>
<th>Amount</th>
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</tbody>
</table>

| Total Non-State and State Sources         |               | $3,945,033.00    |

CERTIFICATION PERFORMANCE MEASURE

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

GRANTEE

TITLE

DATE
Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of March 27, 2018, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’S review upon request.

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

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

GRANTEE

TITLE

DATE

58 of 95
Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process

CERTIFICATION PERFORMANCE MEASURE

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

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

GRANTEE ___________________________

TITLE ___________________________

DATE ___________________________
SUBJECT: CONSIDER APPOINTMENTS TO OPENINGS ON THE PLANNING COMMISSION

RECOMMENDED BY: Gina Estep, Community Development Director

ATTACHMENTS: See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Three applications were received for three openings on the Planning Commission. Council interviewed those applicants on July 9 and August 13, 2019.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides</th>
<th>Attendance Last 12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darren Groth (interviewed for CEDC and/or Planning Commission on July 9)</td>
<td>Covington</td>
<td>N/A</td>
</tr>
<tr>
<td>Kathy Fosjord (interviewed for CEDC and/or Planning Commission on August 13)</td>
<td>Within 3-mile radius</td>
<td>88%</td>
</tr>
<tr>
<td>Jennifer Gilbert-Smith (interviewed for Planning Commission on August 13 - current term expires 8/31/2019)</td>
<td>Within 3-mile radius</td>
<td>86%</td>
</tr>
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</table>

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

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

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

Councilmember _____________ moves, Councilmember _____________ seconds, to appoint _____________ to fill an open position on the Planning Commission for an applicant residing inside Covington city limits with a term expiring August 31, 2023.
Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill an open position on the Planning Commission for an applicant residing inside or outside (within 3-mile radius) Covington city limits with a term expiring August 31, 2023.

Councilmember ______________ moves, Councilmember ______________ seconds, to appoint ______________ to fill an open position on the Planning Commission for an applicant residing inside or outside (within 3-mile radius) Covington city limits with a term expiring August 31, 2023.

REVIEWED BY:  City Manager
               Community Development Director
SUBJECT: CONSIDER APPOINTMENTS TO OPENINGS ON THE COVINGTON ECONOMIC DEVELOPMENT COUNCIL (CEDC).

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): See Interview Schedule and Applications provided separately.

PREPARED BY: Joan Michaud, Senior Deputy City Clerk

EXPLANATION:
Two positions on the Covington Economic Development Council that are to be appointed by the Covington City Council expired on July 31, 2019. Three applications have been received. The Council interviewed applicants on July 9 and August 13, 2019. CEDC appointments are two-year terms.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Resides/Works</th>
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</thead>
<tbody>
<tr>
<td>Ed Holmes (interviewed for CEDC on July 9)</td>
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<td>Darren Groth (interviewed for CEDC and/or Planning Commission on July 9)</td>
<td>Lives in Covington</td>
<td>N/A</td>
</tr>
<tr>
<td>Kathy Fosjord (interviewed for CEDC and/or Planning Commission on August 13)</td>
<td>Lives within 3-mile radius</td>
<td>88%</td>
</tr>
</tbody>
</table>

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

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

Council member ___________ moves, Council member ___________ seconds, to appoint ___________ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2021.

Council member ___________ moves, Council member ___________ seconds, to appoint ___________ to fill a position on the Covington Economic Development Council with a term expiring July 31, 2021.

REVIEWED BY: City Manager
SUBJECT: DISCUSS THE KING COUNTY 2019 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR THE KING COUNTY SOLID WASTE SYSTEM.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):
1. King County Solid Waste Division’s 2019 Comprehensive Solid Waste Management Plan Briefing (PowerPoint)
2. King County Q & A “Planning for the Future of Regional Waste Management”
3. Proposed Resolution approving the 2019 Comprehensive Solid Waste Management Plan
4. 2019 Comprehensive Solid Waste Management Plan (Electronic Copy)

PREPARED BY: Don Vondran, Public Works Director
Shellie Bates, Programs Supervisor

EXPLANATION:
During Public Communication, King County Solid Waste Division staff will present on the 2019 Comprehensive Solid Waste Management Plan (the Plan) that was approved by King County Council on April 24, 2019. On May 20, 2019, the Plan began the 120-day period for approval by the 37 King County cities that have signed the Amended and Restated Interlocal Agreement.

The City of Covington entered into a Solid Waste Interlocal Agreement with King County, effective August 31, 1997 for the cooperative management of the region’s solid waste. That agreement was later superseded by an Amended and Restated Solid Waste Interlocal Agreement in 2013 that was approved by City Council motion on March 12, 2013.

The 2019 Comprehensive Solid Waste Management Plan replaces the 2001 King County Comprehensive Solid Waste Management Plan that the City of Covington City Council approved by adoption of Ordinance No. 04/02 on February 19, 2002.

The Plan sets strategies for managing solid waste in King County over the next 6 to 20 years. Required by the Revised Code of Washington (RCW 70.95), this Plan will guide actions by King County, all cities in King County, except for Seattle and Milton, and private companies that provide curbside collection and processing of recyclable materials.

Under state law and interlocal agreements, approval of the 2019 Plan requires action by King County, partner cities, and Ecology. The 2019 Plan was recommended to the King County Council by the Regional Policy Committee sitting as the Solid Waste Interlocal Forum and King County Council approved it. The Plan cannot receive the ultimate final approval from Washington State Department of Ecology unless cities representing at least 75 percent of the incorporated population of the cities take action to approve the Plan during the 120-day period.
FISCAL IMPACT:
There is no direct fiscal impact to the City of Covington.

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

  Council member __________ moves, Council member ________________ seconds, to pass a Resolution to approve the 2019 Comprehensive Solid Waste Management Plan.

REVIEWED BY:  City Manager, City Attorney, Finance Director
A Plan for King County’s Regional System

- 2,132 square miles
- King County and 37 cities
- 1.5 million residents
- 931,000 tons of garbage
- 2,132 square miles

*2017

*2017

• 931,000 tons of garbage
• 1.5 million residents
• King County and 37 cities
• 2,132 square miles
Key Policy Recommendations

- Recycling
- Transfer Services
- Disposal
Plan: Further Develop Cedar Hills Landfill

- Maximize capacity within existing landfill footprint

- Benefits
  - Lowest cost per ton
  - Lowest greenhouse gases
  - Manages waste locally
  - Provides time to plan for next disposal option after Cedar Hills is full

- Work must begin this year to have new capacity ready in time
Next Plan Update Will Identify Post-Cedar Hills Disposal Method

• Start discussion well before the 5-year update cycle

Options

• Waste Export by Rail
• Waste-to-Energy (mass burn)
• Other emerging technologies
Plan: Continue Modernizing Facilities

- Finish station modernization including a new NE facility

Benefits:
- Equitable service levels
- Operation
- Sustainable building design and operation
- Garbage compaction
- Expanded recycling services
- Faster unloading
- Improved customer convenience

- Plan: Continue Modernizing Facilities
Plan: Menu of Actions to Reach 70% Recycling

Aspirational goal of moving recycling from 54% to 70%

Menu of actions lets cities tailor approaches working toward more unified regional approaches
City Approval of the Plan

- Governed by interlocal agreements (ILA)
- Plan is approved if cities representing >75% of the population of ILA cities act by September 16, 2019.
- After city approval, Department of Ecology gives final approval within 45 days.
- Plan is approved if cities representing >75% of the population of ILA cities act by September 16, 2019.
- Plan is approved if cities representing >75% of the population of ILA cities act by September 16, 2019.
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- Plan is approved if cities representing >75% of the population of ILA cities act by September 16, 2019.
- Plan is approved if cities representing >75% of the population of ILA cities act by September 16, 2019.
Planning for the Future of Regional Waste Management
Frequently Asked Questions on the 2019 Comprehensive Solid Waste Management Plan

Responsible waste management is a top priority as we plan for the economic and environmental future of our region.

The 2019 Comprehensive Solid Waste Management Plan (Comp Plan) adopted by the King County Council on April 24, 2019, was developed in close cooperation with local jurisdictions, private sector waste management experts, and the input of numerous stakeholders and community members. While it addresses many topics, the plan zeroes in on three key priorities:

- Increasing the regional recycling rate from the present 54 percent to 70 percent so these materials can be made into new products.
- Expanding and modernizing services at current garbage and recycling transfer stations, and adding new facilities in underserved areas such as northeast and south King County.
- Identifying how to dispose of garbage after 2028 when the currently built areas at the Cedar Hills Regional Landfill are expected to be full.

This document outlines responses to common issues and questions about the Comp Plan and landfill management.

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BIRD and WILDLIFE MANAGEMENT

What steps are taken to keep animals, especially large birds like eagles, out of the garbage at the Cedar Hills Regional Landfill?

Operations staff work closely with biologists from the consulting firm Innovative Wildlife Solutions to ensure bird and wildlife protection, and to deter scavenging by the animals. Active areas of the landfill are covered daily to keep animals and birds out of the garbage. Bird control techniques include trapping and culling, and deterrents such as scarecrows and drones. Pyrotechnics are also used from time to time.

Eagles’ dietary preferences are spawning trout and salmon, followed by other animals and carrion. They are mainly attracted to the landfill because of warmth and absence of human activity.

Eagles are protected under the Federal Bald and Golden Eagle Protection Act, so while our operations cannot harass or harm the birds, they can and do take steps approved by wildlife biologists to make the landfill a less desirable habitat option.

Who determines if wildlife control progress is satisfactory?

The Comp Plan requires the Solid Waste Division to track and report on its bird management practices.

I suspect animals or birds are carrying landfill garbage onto my property. What do I do?

Landfill neighbors can call the division at 206-477-4466 to request assistance with removal of refuse deposited by wildlife. Operations will also investigate ways to reduce future incidents.

BUFFERS/PROPERTY ACQUISITION/FORESTRY

How much buffer separates the landfill from nearby properties?

When the Cedar Hills Regional Landfill was originally permitted in the early 1960s, County Commissioners decided it should have a 1,000 foot buffer instead of the 250 foot buffer required by state laws in place at the time.

Was there ever encroachment on the buffer?

Aerial photos from 1966 show that garbage was improperly buried within the 1,000-foot-buffer on the eastern border near 22 homes. There is no county record to indicate why that was done.
Is King County acquiring homes from property owners near the area where the buffer was reduced?

King County has already worked with four willing sellers to purchase their homes, and our offer remains open to the other property owners in that particular area who would be interested in selling.

Are there any efforts to improve the buffer zone?

Yes. Long term efforts to improve the quality of the buffer include working with a landscape architect from King County Roads to add more trees to the western buffer, and maintaining/restoring the size of the east buffer by acquiring properties from willing sellers along the east buffer.

COMMUNITY ENGAGEMENT

What does King County do to understand landfill neighbor concerns?

Staying connected with the public, and especially our facility neighbors, is core to our commitment to customer service excellence. Examples of our community engagement since the beginning of 2018 include a 60-day public comment period on the Comp Plan that coincided with a well-advertised online open house and three in-person open houses including one for landfill neighbors.

Over the past year, there was one public landfill tour; two semi-annual landfill neighbor meetings; participation in a councilmember’s open house last October 2019 for landfill neighbors; public notification plus a two-week comment period on a proposal to temporarily extend hours at Cedar Hills during the Viaduct closure; nine e-newsletters to 590 neighbor subscribers and two mailed letters to about 900 neighbors; and multiple correspondence, phone calls, and face-to-face conversations with neighbors. There is another semi-annual landfill neighbor community meeting scheduled on June 20, 2019.

How do the public or cities give feedback to the division?

The division has two advisory committees – the Metropolitan Solid Waste Advisory Committee (MSWAC) and the Solid Waste Advisory Committee (SWAC). MSWAC comprises staff and elected officials from the cities that participate in the county’s regional solid waste system. MSWAC members are appointed by their respective cities. SWAC members are appointed by the Executive and confirmed by the King County Council. SWAC members represent the diverse interests of residents, waste management companies, the recycling industry, public interest groups, labor, local elected officials, recyclable markets, and manufacturers located in King County. SWAC would be the committee landfill neighbors could serve on.
Are community members invited to serve on the committees or attend the meetings?

MSWAC and SWAC monthly meetings are open to the public, and agendas are typically published a week in advance. Minutes are taken at every meeting to summarize presented material, document deliberative discussion of committee business, and to record motions approved by the committee. Meeting minutes from the prior month are presented to committee members for review, and members have the opportunity to request amendments and corrections before minutes are approved by the chair.

Landfill neighbors have served on SWAC in the past and we are currently recruiting for a specific committee vacancy to be filled by a landfill neighbor. Serving on the committee does require a commitment – meetings are held each month, usually in downtown Seattle at King Street Center. Although no landfill neighbors have yet expressed an interest, we are hopeful that we will soon benefit from their additional perspective on this important advisory committee.

I’ve heard there has been legal action against the landfill in the past. What’s the history there?

Cedar Hills was originally permitted at a time when there were few regulations in place to govern the design and operation of landfills. There were also very few neighbors around the facility when it first opened in 1965. Since then, environmental regulations have become increasingly rigorous. As the community around the landfill grew, expectations for how essential public facilities should operate were also raised substantially.

Our regulators and elected officials today hold Cedar Hills Landfill accountable for meeting stringent environmental and operational requirements, and for taking all reasonable measures to reduce impacts to the community.

Regrettably, problems with landfill operations in years past prompted legal action by people who lived nearby. We’ve taken a number of corrective actions to address the issues that led to legal settlements, and we are committed to honoring the terms of these agreements moving forward.

We have and will continue to honor our settlement agreements.

COMP PLAN ADOPTION and UPDATES

What is the current situation with regard to capacity at the Cedar Hills Regional Landfill?

According to population and economic projections, and current recycling rates, the existing cells at the Cedar Hills Regional Landfill will be full around 2028. The Comp Plan directs King County to extend
the life of the landfill and gives us the needed time to identify and evaluate the best future disposal alternatives.

**How is King County planning to further develop the landfill?**

King County will not expand the landfill beyond its current boundaries. Our long-term plan centers on extending the life of the landfill by maximizing capacity on the existing footprint. This would entail building a new cell, relocating support facilities to a different location on the landfill property, and using that space for solid waste disposal. This could extend the landfill’s operational life nearly two decades, and provide enough of a planning window to have a new alternative in place when the landfill closes.

**What long-term waste disposal alternatives were considered in the Comp Plan?**

The Comp Plan presented Waste-to-Energy and waste export by rail as alternatives to further landfill development. These alternatives are workable options that come with tradeoffs around cost, environmental impact, community impact and risk.

A Waste-to-Energy (mass burn) facility, which would incinerate garbage to generate electricity, offers opportunities to explore advanced technologies for waste disposal. It is the most technically and financially complex option outlined.

Rail transport to an out-of-county landfill is a viable alternative. The City of Seattle transports its collected waste to landfills in eastern Washington and Oregon. But rail capacity has limitations, and the increasing demand for rail transport among both public and private entities as our region keeps growing adds uncertainty to the cost and feasibility of this option.

After considering the alternatives, the Comp Plan recommends that the Cedar Hills Landfill be further developed, maximizing its capacity as we continue working with public and private partnerships to increase the volume and value of recycling. Further development of the landfill is the most cost-effective and feasible option to serve our region’s need for responsible waste disposal at this point in time.

The Cedar Hills Regional Landfill will eventually fill up. Future Comp Plan updates will explore alternatives for when local landfill capacity is no longer available.

**Will the Cedar Hills Regional Landfill ever be allowed to build above its current permitted height?**

It’s important to emphasize that the landfill currently has permitted height requirements, and that King County would not violate the terms of permits or settlement agreements around landfill
development, including height limitations. Any future development at the landfill would be subject to a project planning and permitting process that would involve public notification as well as the opportunity to provide comment or input that would inform design guidelines.

How can I get more information on the Solid Waste Comp Plan, or make my views known?

People can read the Comp Plan online at [www.kingcounty.gov/SWDCompPlan](http://www.kingcounty.gov/SWDCompPlan). The Comp Plan is currently undergoing review and approval by the 37 cities that contract with King County for regional waste disposal services. Also, many projects featured in the Comp Plan will have their own unique public processes related to siting, design, permitting and construction. People will continue to have opportunities to be informed and involved in the implementation of projects and programs outlined in the Comp Plan.

COST and FINANCES (Comp Plan Alternatives)

What is the cost difference between the three disposal options identified in the comp plan?

The financial and environmental costs of the viable disposal alternatives were evaluated in the Comp Plan, which is outlined in Table 6-1 on Page 162.

![Table 6-1. Comparison of key disposal option characteristics (planning level estimates)](image)

Extending the life of the landfill is the most cost-effective and has the lowest climate impact while we plan for the future of regional waste management after the landfill is full.
ENVIRONMENTAL HEALTH

What about the health and safety of neighbors?

The Cedar Hills Regional Landfill is staffed 24/7 with skilled professionals who are trained and certified in the best management practices established by the Solid Waste Association of North America, or SWANA. By far the most commonly reported issue is odor.

Protecting our workers and the public is a top priority. Our landfill operations are subject to permit conditions and regulations by Public Health – Seattle & King County, the US Environmental Protection Agency (EPA), Puget Sound Clean Air Agency (PSCAA) and the Washington State Department of Ecology to safeguard public health, the environment, and the nearby community. SWD Operations is responsible for ensuring compliance for 33 groundwater monitoring wells near an aquifer, seven stormwater monitoring points, and over 700 gas wells.

We regularly monitor and report on the quality of the air, groundwater, leachate (landfill wastewater) and stormwater, and we restrict or prohibit the disposal of many types of waste that could be harmful or toxic.

Greater detail about our environmental monitoring is available in the Cedar Hills Landfill 2018 Annual Report, which is online at https://your.kingcounty.gov/dnrp/library/solid-waste/facilities/CHRLF-annual-report-2018.pdf. People can also call us at 206-477-4466 to request an emailed or paper copy.

What does King County do to reduce impacts of the landfill to nearby communities?

To control odors and reduce potential for wildlife to get into and carry away garbage, the active areas at the landfill are covered before the end of each working day. Staff also monitor for odors, and specially trained Nasal Rangers on staff do around-the-clock odor checks five times a day. People who notice odors, or any other issue they feel is related to the landfill operations, can call the Solid Waste Division at 206-477-4466 to get a response right away. People should always call 911 first if they believe there is a potential emergency, or a risk to public safety, health or property.

Are there unlined areas at the landfill?

Environmental controls have been in place at Cedar Hills since the 1980s, and that includes installation of protective bottom linings, as well as covering refuse areas daily to reduce impacts like odors and birds. There are two unlined areas of the landfill – the Main Hill and the Southeast Pit. Both are located on the east side of the landfill and were developed before regulations requiring bottom liners were established. Those two areas are equipped with environmental controls, including having a cap on top to prevent infiltration, as well as leachate and landfill gas collection.
LANDFILL COVER MATERIAL

What type of cover material is used at the landfill?

King County takes daily action to prevent odors, control wildlife, and deter rodents and pests by covering active areas of the landfill daily. The cover also improves gas collection, which works on a vacuum system.

Active area side slopes are covered with soil, and a thick, durable cloth tarp is placed on the top at the end of each working day. When the tarp is covering the area, the landfill gas collection pipes are operating on a vacuum to capture landfill gas and send it to Bio Energy Washington for processing.

The type of cover the division is allowed to use is decided by regulators. The Comp Plan directs King County to implement best practices around landfill cover, which is consistent with our current practices, but includes additional reporting requirements.

LANDFILL GAS MANAGEMENT

What is the status of energy recovery at the landfill now?

It’s important to point out that innovation is already happening at our current facilities. Through partnerships with Puget Sound Energy and Bio Energy Washington, landfill gas collected at Cedar Hills produces enough renewable energy to heat 19,000 homes annually, which reduces greenhouse gas emissions and supports broader County goals to address climate change. Some of the gas produced is converted to electricity, some gas is cleaned of impurities and returned to the regional pipeline.

Revenue from the landfill gas-to-energy partnership brought in $8 million in 2017 which helps offset solid waste disposal operational costs.

How is landfill gas managed?

High-tech equipment is used to monitor, control, and measure the landfill gas characteristics and volume as it is captured within the vacuum-based system. King County performs quarterly surface scans of the landfill to seek out potential fugitive emissions and address them as appropriate. It is the frequent re-evaluation of the system performance and maintenance that ensures the system is well-managed and functions optimally.

Once collected, landfill gas is conveyed via pipeline to Bio Energy Washington for processing. Some of the gas is converted to electricity for use on site by Bio Energy Washington, however most is cleaned of impurities and made into compressed natural gas and sold to Puget Sound Energy.
While international standards for measuring landfill gas vary from country to country, in the U.S., the EPA serves as the chief regulator and establishes the measurement models. To inform the most accurate data points for input to the EPA models, King County conducts periodic waste characterization studies.

**What about landfill gas odors?**

At Cedar Hills, all supervisors, leads and landfill gas operators have been trained to recognize odors and evaluate the source and concentration levels of reported and detected odors. The training also features tools and techniques specifically designed to counteract desensitization to certain odors. The landfill gas staff has developed a site-wide monitoring program to include daily site-wide odor observations five times a day, day and night. These observations are recorded on paper as well as in an electronic database.

Anyone who detects the smell of natural gas, or believes there is a gas leak or any other emergency related to landfill operation should call 911.

**ODOR MANAGEMENT/AIR QUALITY**

**How is air quality managed around the landfill, especially controlling odors?**

The Cedar Hills Regional Landfill is staffed 24/7 with skilled professionals who are trained and certified in the best management practices established by the Solid Waste Association of North America, or SWANA. Around-the-clock odor checks are conducted five times a day on and offsite on weekdays and three times a day on weekends by operations experts trained in odor detection. In addition to these regularly scheduled checks, specially trained staff monitor areas commonly associated with prior odor complaints.

**What tools or monitoring devices are used to detect and control odors?**

The division uses Nasal Ranger training and technology to monitor and detect odors. The Nasal Ranger system is used across many sectors including state and local governments, wastewater treatment operations, landfill operations, environmental health agencies, and even police departments to determine presence and strength of odors. Use of the equipment takes the subjectivity out of odor measurement and provides a consistent standard for field staff to document odor strength. The Nasal Ranger training data is even used as a guide for regulatory enforcement in some jurisdictions.
Prevention is our most effective strategy. To control odors, and reduce potential for wildlife to get into and carry away garbage, the active areas at the landfill are covered before the end of each working day.

Who permits air quality for the Cedar Hills Regional Landfill?
Puget Sound Clean Air Agency (PSCAA) serves as the regulator over SWD’s operations for all matters relating to air quality. People can call PSCAA to report complaints, but we also ask that they call our 24/7 hotline at 206-477-4466 so we can diagnose and correct any issues that might be related to landfill operation.

How many odor complaints were reported in the past year?
Puget Sound Clean Air Agency reported 160 complaints called in in 2018. By contrast, in 2018 the division received 14 complaints to SWD’s odor hotline. An analysis of the 2018 neighborhood odor checks confirms that refuse accounts for less than five percent of the odors detected.

Though neighbors always have the option to contact PSCAA, we encourage them to contact us as well because if there is a problem related to our operation, we can take corrective action right away.

I live near the landfill. If I detect odors of garbage or natural gas, who do I call?
Anyone who detects the smell of natural gas, or believes there is a gas leak or any other landfill-related emergency should call 911.

Neighbors are encouraged to report a non-emergency problem by calling our 24/7 hotline at 206-477-4466. Complaints to the issue-reporting hotline receive immediate response.

RECYCLING RATES

How does the Comp Plan address recycling?
The Comp Plan identifies strategies for how the County will manage recycling for the next six to 20 years. Developed with the division’s partnering cities and two advisory committees, a main priority of the 2019 Plan is how to achieve a 70 percent recycling rate.

The current recycling rate in King County is 54 percent, far exceeding the national average of 34 percent. But we can do more. We estimate as much as 70 percent of what goes to the landfill every day – about 95 semi-truckloads – is recyclable or reusable material.

What are some specific examples of recycling actions outlined in the Comp Plan?
The 2019 Plan provides a menu of recycling actions cities and the county can take to enhance recycling in their jurisdictions.

For example, about a third of the material that goes to the landfill is food waste that could be composted and used to nourish crops and return nutrients to the soil. King County convened an Organics Summit earlier this spring comprised of cities, haulers, waste management experts and academics to identify strategies to develop markets for this material.

Construction and demolition waste (C&D) makes up one-third of the solid waste generated in the county. King County requires that readily recyclable C&D materials (metal, cardboard, wood, concrete, asphalt, brick and drywall) be recycled, which furthers the division’s Zero Waste and carbon emissions reduction efforts. In 2018, the division added an additional C&D recycling facility to the privately managed locations that manage C&D, bringing the total number of approved facilities to fourteen.

Education is also part of our strategy. A record 245 King County schools (more than 151,000 students) are currently participating in the Green Schools program that helps teach students important lessons on recycling and conservation. New features of the program include a food rescue initiative that diverts unopened and uneaten food from being wasted. In 2018, nearly 13,000 of food and drinks were rescued and redistributed to communities in need.

Finally, we’re making our services more accessible and affordable as part of our commitment to equity and social justice. The new Cleanup LIFT program, modeled after Metro Transit’s Orca LIFT, provides a $12 discount to low-income self-haul customers who recycle yard waste, clean wood and refrigerant-type appliances at a County recycling and transfer station.

**Which areas have the highest recycling rates?**

Recycling rates vary among our regional communities. Single family recycling rates range from a high of 65 percent in some areas to as low as 34 percent. For multi-family housing, rates range from 61 percent to as low as 5 percent.

Education is an important part of recycling, as is ongoing coordination with haulers and cities. People can make the biggest environmental impact by recycling right. That means making sure recyclable materials are empty, clean and dry before being put in the bin.

**SEISMIC CONCERNS**

**Are there known faults on or close to the landfill?**
According to the most recent studies to inform landfill development, there are no known earthquake faults within a mile of the Cedar Hills Landfill. The new landfill cells are not located in any known seismic impact zone nor within a mile of any Holocene faulting (activity in the last 11,000 years), which is a Washington Administrative Code (WAC) requirement.

**WASTE-TO-ENERGY**

**Is King County considering a Waste-to-Energy facility?**

King County is open to the possibility of new technologies for regional waste management, and future comprehensive plan updates could further explore new alternatives, including a Waste-to-Energy option. But without further development, the landfill is currently slated to reach capacity by 2028 and a nine-year time frame to site, permit, build, finance and commission a complex facility is not realistic. A Waste-to-Energy facility still requires landfill disposal capacity.

**What about the possibility of a waste-to-energy facility in the future after Cedar Hills is full?**

The Comp Plan directs King County’s Performance, Strategy, and Budget (PSB) office to work with the Solid Waste Division to prepare a progress report by December 31, 2021 on long-term disposal options.

Concurrently, PSB is managing a consultant contract for a waste-to-energy study that is scheduled for completion by October 2019. The study will help inform future work.

In consultation with our city partners, it is anticipated that the post-Cedar Hills disposal method will be selected as part of the next Comp Plan update.

King County is open to the possibility of new technologies for regional waste management, and future comprehensive plan updates could further explore new alternatives, including a Waste-to-Energy option.

We recognize many in our region are supporters of this option, and invite them to engage in with other stakeholders and community members in regional discussions around future planning efforts.

**WATER QUALITY/AQUIFER**

**What steps does King County take to protect water quality?**

The division is responsible for routine water quality monitoring and reporting on 68 groundwater wells onsite and around the site perimeter.
A regional aquifer flows beneath portions of the Cedar Hills Regional Landfill from the South to the Eastern border. SWD monitors the regional aquifer at 19 wells on a quarterly basis and monitors an additional 14 wells semi-annually. Incoming water quality is impacted by the former Queen City Farm, a Superfund site Boeing is responsible to clean up, which is located just to the south of Cedar Hills. Our monitoring shows that groundwater leaving the landfill site is in compliance with federal drinking water standards.

I heard that an aquifer near the landfill is at risk of contamination by 2058. Is that true?

No. The aquifer beneath the landfill is not at risk of contamination in 2058 because action is underway now to address legacy contamination that originated at a Boeing-managed Superfund site south of the landfill. A remediation study is being developed to identify the most appropriate cleanup actions of the historic contamination and to ensure it doesn’t leave the site. Portions of the study have already been approved by Ecology while exploration of additional efforts is pursued.

The former Queen City Farm, now a Superfund site Boeing is responsible to clean up, was found to have contributed to historic contamination discovered at Cedar Hills in the 1980s that was confined to areas of the landfill that continue to be closely monitored. King County continues to send our quarterly groundwater reports and annual reports to the EPA and Boeing.

Alternate formats available: 206-477-4466, TTY Relay: 711
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, KING COUNTY, WASHINGTON, APPROVING THE
2019 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR
THE KING COUNTY SOLID WASTE SYSTEM.

WHEREAS, the purpose of the 2019 Comprehensive Solid Waste Management
Plan (2019 Plan) is to plan for solid waste and materials reduction, collection, and handling
and management services and programs in the geographic area for which King County has
comprehensive planning authority for solid waste management by law or by interlocal
agreement, or both; and

WHEREAS, the 2019 Plan was prepared in accordance with RCW 70.95.080,
which requires that each county within the state, in cooperation with the various cities
located within such county, prepare and periodically update a coordinated, comprehensive
solid waste management plan; and

WHEREAS, King County and all cities in King County except Seattle and Milton
have executed the 2013 Amended and Restated Interlocal Agreement ("the interlocal
agreement"). Under the interlocal agreement, King County serves as the planning authority
for solid waste; and

WHEREAS, King County worked with the city representatives serving on the
Metropolitan Solid Waste Management Advisory Committee to develop the 2019 Plan; and

WHEREAS, the 2019 Plan updates and replaces the 2001 Comprehensive Solid
Waste Management Plan approved by City Ordinance No. 04/02 adopted on February 19,
2002; and

WHEREAS, on April 17, 2019 the King County Regional Policy Committee, acting
as the Metropolitan King County Council Solid Waste Interlocal Forum, recommended
adoption of Ordinance 18893 for approval of the 2019 Plan; and

WHEREAS, on April 24, 2019 the Metropolitan King County Council adopted
Ordinance 18893, which approved the 2019 Plan; and

WHEREAS, the interlocal agreement sets a 120-day period for cities to take action
on the 2019 Plan. The 2019 Plan cannot receive final approval unless cities representing
at least 75 percent of the incorporated population of the cities that take action in the 120-
day period approve the Plan. The 120-day period runs from receipt by a city of the Plan
recommended by the Regional Policy Committee and approved by the Metropolitan King
County Council; and
WHEREAS, after city approval the 2019 Plan is further subject to final approval by the Washington State Department of Ecology;

NOW THEREFORE,

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

Section 1. The 2019 Comprehensive Solid Waste Management Plan, Attachment A to this resolution, is hereby approved.

PASSED at a regular open public meeting by the City Council of the City of Covington on this 13th day of August 2019.

________________________________
Mayor Jeff Wagner

Attested:

______________________________
Sharon Scott, City Clerk

APPROVED AS TO FORM:

______________________________
Kathy Hardy, City Attorney

Attachment A: 2019 Comprehensive Solid Waste Management Plan updated April 17, 2019
SUBJECT: 2020 HAZARD MITIGATION PLAN ANNEX DISCUSSION.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Hazard Mitigation Brief
2. 2020 Hazard Mitigation Strategies

PREPARED BY: Andy Jenkins, Emergency Management Program Manager

EXPLANATION:
Covington drafted its own Hazard Mitigation Plan in 2015, which now needs to be updated. A steering committee has been established to work through the planning process. We must go through this update to ensure we are eligible for future grant funding. During the process, we need to determine what our critical infrastructure is (hospitals, schools, government buildings, parks, etc.) and assess risk. We will also determine which hazards (natural or manmade) pose the greatest risks to Covington. In addition, we are required to include the City Council’s perspective on the risks, as well as key assets, in Covington that should be included in the planning process.

Attachment #1 outlines the process and purpose of the Hazard Mitigation Plan update. Staff needs the Council’s perspective on critical assets and the impact of the loss of that asset on the community. The information gathered from Council will be used to help answer the questions at the bottom of Attachment #1 regarding critical assets during the development of the Hazard Mitigation Plan. It is not expected that Council provide information to answer all the questions at the bottom of Attachment #1 (i.e. What is the Hazard, etc.). Those questions will be answered in the development of the Plan as the different hazards are identified and evaluated to determine if they impact critical assets.

The steering committee has preliminarily determined the following critical assets: Government buildings (City Hall, Maintenance building, Aquatic Center, fire stations, police stations), schools, parks, medical buildings (MultiCare Hospital, UW Urgent Care) and major transportation routes (SR-18, SR-516). Are there any other assets that are unique and/or important to the City Council and residents of Covington?

FISCAL IMPACT:
Discussion only. There is not direct fiscal impact.

CITY COUNCIL ACTION: _____Ordinance _____Resolution _____Motion ___X__Other

DISCUSS AND PROVIDE INFORMATION TO EMERGENCY MANAGEMENT PROGRAM MANAGER FOR THE HAZARD MITIGATION PLAN ANNEX.

REVIEWED BY: City Manager; City Attorney, Finance Director.
Hazard Mitigation – is the effort to reduce loss of life and property by lessening the impact of disasters. It is most effective when implemented under a comprehensive, long-term mitigation plan. State, tribal, and local governments engage in hazard mitigation planning to identify risks and vulnerabilities associated with natural disasters and develop long term strategies for protecting people and property from future hazard events. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.

Developing hazard mitigation plans enables local governments to:

- Increase education and awareness around threats, hazards and vulnerabilities;
- Build partnerships for risk reduction involving government, organizations, businesses and the public;
- Identify long-term, broadly-supported strategies for risk reduction;
- Align risk reduction with other state, tribal, or community objectives;
- Identify implementation approaches that focus resources on the greatest risks and vulnerabilities; and
- Communicate priorities to potential funding sources.

A FEMA-approved hazard mitigation plan is a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.

Hazard Mitigation Strategy – a set of coordinated actions, that taken together, will reduce the risk of an asset, value, population or system to a hazard.

What assets are critical to the community?

- Government buildings (City Hall, Aquatic center, Maintenance building, fire station, police station)
- Schools
- Parks
- Infrastructure (SR-18, SR-516, BPA power station, bridges)
- Private business
- Something specific or unique to Covington
- Etc.
## 2020 Hazard Mitigation Strategies

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<th>STRATEGY</th>
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<td>Evaluate flooding potential of publicly owned culverts and prioritize for replacement within the capital improvement program. Pursue grant funding for culvert replacements that are feasible and cost-effective to leverage available city funding.</td>
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<tr>
<td>Identify and evaluate privately owned culverts that contribute, or could contribute, to flooding. Pursue grant funding for culvert replacements that are feasible and cost-effective to leverage available city funding. Strategize a program of regulations and/or incentives for owners to replace flood-contributing culverts</td>
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<td>Remove hazardous trees on city-owned property</td>
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<td>Actively promote and raise awareness of the Community Emergency Response Team training program to staff, council and citizens.</td>
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<td>Survey and delineate the floodplain of Little Soos Creek to identify known and potential flood limits</td>
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<td>Partner with utility districts (Covington Water District, Soos Creek Water and Sewer District,) as well as the city’s of Maple Valley and Black Diamond on emergency response and continuity of operations.</td>
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<td>Establish an accessible backup fuel supply to maintain emergency power during long-term power disruptions caused by all hazards of concern. Acquire a backup mobile emergency 30-KW generator for warming shelters, emergency triage, hospital, etc.</td>
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<td>Design, rehabilitate and restore drainage facilities to mitigate flooding.</td>
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<td>Conduct a drainage study for the 204th Avenue SE corridor.</td>
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<td>Design and retrofit the regional stormwater facility (The Reserve) to increase storage capacity and stability from seismic events.</td>
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<th>LEAD AGENCY/POC</th>
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<td>Strategy</td>
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<td>Design and construct Emerald Downs open space channel rehabilitation.</td>
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<td>Expand the City’s existing 800 MHz radio system, purchase satellite</td>
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<td>phone and back up radios to improve and expand communication capabilities</td>
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<td>Acquire property to stockpile bulk response materials.</td>
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<td>Establish mutual aid and on-call agreements with local agencies for</td>
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<td>equipment, materials and supplies.</td>
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<td>Reach out to vulnerable populations (adult family homes, senior</td>
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<td>apartments) and identify plans to track needs during an emergency.</td>
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<td>Evaluate geographic information technology needs related to emergency</td>
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<td>management.</td>
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<tr>
<td>• Purchase Spatial Analyst in order to run HAZUS model.</td>
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<td>• Purchase ArcServer to host dynamic web maps relating to emergency</td>
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<td>management.</td>
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<tr>
<td>Partner with local homeowners associations and block watch groups to</td>
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<td>provide training and coordination for ATC-20-21 (rapid visual inspection</td>
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<td>of disaster-damaged buildings) and disaster preparedness. (Map your</td>
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<td>neighborhood, CERT)</td>
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<tr>
<td>Provide ATC-20/45, FEMA courses, ICS training to all city staff,</td>
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<td>particularly field staff.</td>
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DISCUSSION OF
FUTURE AGENDA ITEMS:

7:00 p.m., Tuesday, August 27, 2019 Regular Meeting - CANCELED

6:00 p.m., Tuesday, September 10, 2019 Special Meeting
Interviews for Youth Council

7:00 p.m., Tuesday, September 10, 2019 Regular Meeting

(Draft Agenda Attached)
COVINGTON CITY COUNCIL SPECIAL MEETING AGENDA – 6:00 P.M.
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 P.M.
www.covingtonwa.gov

Tuesday, September 10, 2019  City Council Chambers
7:00 p.m.  16720 SE 271st Street, Suite 100, Covington

Council will interview Youth Council applicants beginning at 6:00 p.m.

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

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION
• Mayor’s Day of Concern for the Hungry Proclamation – Saturday, September ____, 2019 (Johnston)
• Domestic Violence Awareness Month Proclamation – October 2019

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

APPROVE CONSENT AGENDA
C-1. Minutes (Scott)
C-2. Vouchers (Parker)
C-3. Authorize City Manager to Approve an Interfund Loan for SoCo Park Property Purchase (Parker)
C-4. Approve Final Plat for Hay Lee Glen (Estep)
C-5. Authorize City Manager to Execute Updated Inmate Housing Agreement with South Correctional Entity (Parker)
C-6. Authorize City Manager to Execute the Youth and Amateur Sports Grant Agreement for the “Keep Kids Splashing” Project at the Covington Aquatic Center (Keough)

PUBLIC HEARING
1. Receive Public Comment and Consider Ordinance Amending CMC 18.50 Vehicle Parking in Residential Zones (Estep)

NEW BUSINESS
2. Consider Ordinance Amending CMC 14.35.010 Pre-Application Conference (Estep)
3. Authorize City Manager to Execute a Purchase and Sale Agreement for SoCo Park Property (Newton)

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).