CITY COUNCIL REGULAR MEETING AGENDA

www.covingtonwa.gov

Tuesday, May 14, 2024
7:00 p.m.

Covington City Hall
Council Chambers, 16720 SE 271st Street, Covington and
Telephonically/Virtually via Zoom Platform

Note: A Joint Study Session with CEDC & Chamber of Commerce is scheduled from 6:00 to 7:00 p.m.

In compliance with state law, city council special and regular meetings will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.

This regular meeting will be held in-person and virtually/telephonically as follows:

Join In Person: Covington City Hall, Council Chambers, 16720 SE 271st Street, Covington, WA 98042

Join Online: https://us02web.zoom.us/j/89002439681?pwd=VXBiWmVnSXdYVDJMbEJiVGg2WlRhZz09
Passcode: CovCouncil

Join by Phone: 253-215-8782
Webinar ID: 890 0243 9681
Passcode: 5108335955

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Lakepointe 2023 Annual Report (Toll Brothers)
- Jennifer Liggett Recognition of Service Proclamation (Jennifer Liggett)
- National Public Works Week Proclamation – May 19-25, 2024 (Lindskov)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to City Council, not the audience or staff. Comments are to be related to city business. Comments are not intended for conversation or debate and are limited to four minutes per speaker. For attendees participating by Zoom, click the "raise hand" button. For attendees participating by phone, dial *9 to raise your hand. Once the City grants permission to speak, press "unmute" in Zoom or dial *6 to "unmute" by phone.

NOTICE: Campaigning for any ballot measure or candidate at city hall or during council meetings, including public comments, is PROHIBITED by state law, RCW 42.17A.555.

APPROVE CONSENT AGENDA

C-1. Minutes: March 20, 2024 Joint Study Session with Kent School District Board and April 23, 2024 Regular Meeting Minutes (Bates)
C-2. Vouchers (Parker)

C-3. Authorize City Manager to Accept Additional Funding, Increase the Contract Maximum, and Execute Construction Management Amendment for the SR 516: Jenkins Creek to 185th Place SE Project (CIP 1127) (Lindskov)
C-4. Final Acceptance of the SE 256th Street Overlay Project (CIP 1028) (Lindskov)
C-5. Consider Resolution to Declare a Single Source Competitive Bidding Exemption and Authorize City Manager to Execute a Client Agreement with Sonitrol Pacific for Security System Services to Install a Security System for the Police Facility (Easterbrook)

PUBLIC HEARING

1. Receive Public Testimony on Proposed Six-Year 2025-2030 Transportation Improvement Program (TIP) (Lindskov)

NEW BUSINESS

2. Appoint Voting Delegate for the 2024 Puget Sound Regional Council General Assembly (Council)
3. Authorize City Manager to Execute a Master Services Agreement with Flock Group, Inc. for License Plate Readers (Bolli/Easterbrook)

FUTURE AGENDA ITEMS

- Discuss Offering Discounts to Covington Business Owners for Community Room Rentals

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines on public comments in first Public Comment section above.

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: May 14, 2024

SUBJECT: APPROVAL OF MINUTES: MARCH 20, 2024 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH KENT SCHOOL DISTRICT BOARD MINUTES AND APRIL 23, 2024 CITY COUNCIL REGULAR MEETING MINUTES

RECOMMENDED BY: Krista Bates, City Clerk

ATTACHMENT(S): Proposed Minutes.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____ Other

Councilmember _____ moves, Councilmember _____ seconds, to approve the March 20, 2024 City Council Special Meeting – Joint Study Session with Kent School District Board Minutes and April 23, 2024 City Council Regular Meeting Minutes.

City of Covington
City Council Special Meeting
Joint Study Session with Kent School District Board Minutes
Wednesday, March 20, 2024

This Special Board meeting of the Kent School District Board of Directors and the City of Covington City Council was held in person at 12033 SE 256th Street, Kent WA 98030 in the boardroom at 6:00 p.m. The meeting was live streamed for the public via Kent School District YouTube channel on the internet. The public was also able to call in via telephone.

The Special Meeting - Joint Study Session with Kent School District Board was called to order Wednesday, March 20, 2024, at 6:00 p.m.

OPENING:
The Opening included Protocol Guidelines, Call to Order, Roll Call, Pledge of Allegiance, Welcome, and Land Acknowledgement.

ELECTED OFFICIALS AND SENIOR STAFF INTRODUCTIONS:

- Kent School District - Deputy Superintendent Dr. Wade Barringer and President Meghin Margel.

- Covington City Council – Mayor Jeff Wagner and City Manager Regan Bolli.

ORGANIZATION PRESENTATIONS:

- Director of Equity and Strategic Engagement Simone Hamilton gave a presentation on *Who is Kent School District?*

- Deputy Superintendent Dr. Barringer gave a presentation on *Kent School District*.

- City Manager Regan Bolli gave a presentation on *Covington City Council.*

OPEN DISCUSSION:
Kent School District Board members and City Councilmembers discussed the presentation and provided comments.

CLOSING REMARKS:
Dr. Barringer, President Margel, and Mayor Wagner provided closing remarks.

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:00 p.m.

Prepared by:	Submitted by:
_____	_____
Joan Michaud	Krista Bates
Sr. Deputy City Clerk	City Clerk

City of Covington
Regular City Council Meeting Minutes
Tuesday, April 23, 2024

In compliance with state law, this city council regular meeting was held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.

INTERVIEW: The Youth Council interview scheduled for 6:40 p.m. did not take place as the applicant did not attend.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, April 23, 2024, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:
Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen (via Zoom), Debby Hartsock, Elizabeth Porter, Sean Smith, and Kristina Soltys.

STAFF PRESENT:
City Manager Regan Bolli, Covington Police Chief Adam Easterbrook, Parks and Recreation Director Ethan Newton, Community Development Director Salina Lyons, City Attorney Mark Orthmann, City Engineer Bob Lindskov, IT Desktop Support Coordinator Cole Rowley, and City Clerk/Executive Assistant Krista Bates.

Mayor Wagner opened the meeting with the Pledge of Allegiance.

APPROVAL OF AGENDA:
The agenda was approved as amended to remove New Business Item 1 and correct scrivener's error on April 9, 2024 City Council Regular Meeting Minutes.

REPORTS OF COMMISSIONS:
Economic Development Council – No report.
Youth Council – Chair Catey Lantz gave the report.
Arts Commission – Vice Chair Riley Reed gave the report.
Equity, Cultural, and Social Justice Commission – No report.
Human Services Commission – Member Mani Dhami gave the report.
Parks & Recreation Commission – Member Conni Elliott gave the report.
Planning Commission – Chair David Caudle gave the report.

PUBLIC COMMUNICATION:
- Holly Sanabria, Gordon Thomas Honeywell Government Relations, provided an End of Session Legislative Report.
- Conni Elliott, Parks and Recreation Commission, accepted the April 26, 2024 Arbor Day Proclamation and the May 2024 National Water Safety Month Proclamation.

PUBLIC COMMENT:
Mayor Wagner called for public comments.

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

APPROVE CONSENT AGENDA:
C-1. Minutes: March 26, 2024 City Council Study Session Minutes; March 26, 2024 City Council Regular Meeting Minutes; and April 9, 2024 City Council Regular Meeting Minutes.

C-2. Vouchers: Vouchers #47365 - #47425, including ACH payments and electronic funds transfers in the amount of $465,187.10 dated April 5, 2024; and Paylocity Payroll Voucher #1019500268 - #1019500273 inclusive, plus employee direct deposits and wire transfers, in the amount of $333,367.59, dated April 12, 2024.

C-3. Authorize City Manager to Execute a Master Contract Usage Agreement with the State of Washington Department of Enterprise Services and Authorize City Manager to Execute Any and All Agreements that May be Required for Purchases of Goods and/or Services.

C-4. Ordinance Approving a Vacation of a Portion of SE 267th Place and 180th Avenue SE Right-of-Way, Adjacent to the Northern Property Line of Jenkins Creek Park.

ORDINANCE NO. 05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO A RIGHT-OF-WAY VACATION OF APPROXIMATELY 5,698 SQUARE FEET OF RIGHT-OF-WAY ASSOCIATED WITH SE 267TH PLACE AND 180TH AVE SE, ADJACENT TO JENKINS CREEK PARK, PARCEL 3022069052; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

C-5. Ratify City Manager's Signature to Execute the Department of Commerce 2023-2025 Climate Planning Grant.

C-6. Authorize City Manager to Execute a Professional Services Agreement with Epicenter Services, LLC for a Solid Waste Procurement Process.

C-7. Authorize City Manager to Execute a Public Works Agreement with Pacific Sports Turf for the Covington Community Park Athletic Field Resurface.

The consent agenda was approved as amended to correct the scrivener's error on the April 9, 2024 Regular Meeting Minutes.

NEW BUSINESS:
1. Consider Appointment to the Youth Council (removed).

2. Consider Resolution Calling for the Inclusion of a Proposition on the August 6, 2024 Election Ballot to Authorize a Sales and Use Tax to Fund City of Covington Transportation Improvements and Maintenance and Consideration of the Voter Pamphlet Explanatory Statement.

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

Councilmembers asked questions, and Mr. Bolli provided responses.

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON PROVIDING FOR A BALLOT PROPOSITION TO BE SUBMITTED TO THE QUALIFIED VOTERS OF THE CITY AT AN ELECTION TO BE HELD ON AUGUST 6, 2024, AUTHORIZING A SALES AND USE TAX WITHIN THE CITY AT THE RATE OF TWO-TENTHS OF ONE PERCENT (0.2%), COMMENCING NOT EARLIER THAN JANUARY 1, 2025, FOR A PERIOD OF 10 YEARS, FOR THE PURPOSE OF PAYING FOR OR FINANCING THE COST OF TRANSPORTATION IMPROVEMENTS; SETTING FORTH THE TEXT OF BALLOT PROPOSITION 1; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTIONS; PROVIDING THAT IF THE PROPOSITION IS APPROVED, IT SHALL NOT GO INTO EFFECT UNTIL AFTER THE CITY COUNCIL RESCINDS THE EXISTING $20 VEHICLE LICENSE FEE THAT WAS ADOPTED PURSUANT TO ORDINANCE NO. 12-15; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

Council Action: Councilmember Cimaomo moved and Councilmember Soltys seconded to approve Resolution No. 2024-11 calling for the inclusion of a proposition on the August 6, 2024, election ballot to authorize a 0.2% sales and use tax within the city, in substantial form as that provided in the agenda packet. Vote: 7-0. Motion carried.

Council Action: Councilmember Soltys moved and Councilmember Hartsock seconded to approve the Explanatory Statement, in substantial form as provided in the agenda packet, as the Explanatory Statement for the sales and use tax proposition to be included in the voters' pamphlet for the August 6, 2024, election. Vote: 7-0. Motion carried.

3. Consider Appointments to Pro Committee and Con Committee for 2024 Transportation Benefit District Sales and Use Tax Ballot Measure.

Council Action: Councilmember Hartsock moved and Mayor Pro Tem Smith seconded to appoint Matthew Parrish and Scott Hanis to the Pro Committee. Vote: 7-0. Motion carried.

Council Action: Councilmember Porter moved and Councilmember Soltys seconded to appoint Leroy Stevenson and Phillip Jones to the Con Committee. Vote: 7-0. Motion carried.

4. Consider Resolution to Seek Washington State Recreation and Conservation Office Grant Funds to Develop a Segment of Jenkins Creek Trail.

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

Council Action: Councilmember Porter moved and Councilmember Hartsock seconded to adopt Resolution No. 2024-12, in substantial form as that provided in the agenda packet, to seek Washington State Recreation and Conservation Office grant funds for a Jenkins Creek Trail Project. Vote: 7-0. Motion carried.

5. Consider Resolution to Seek Washington State Recreation and Conservation Office Grant Funds to Expand Covington Community Park.

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

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

Council Action: Councilmember Cimaomo moved and Councilmember Soltys seconded to adopt Resolution No. 2024-13, in substantial form as that provided in the agenda packet, to seek Washington State Recreation and Conservation Office grant funds to expand Covington Community Park. Vote: 7-0. Motion carried.

6. Consider Ordinance to Amend the 2015-2035 City of Covington Comprehensive Plan Parks, Recreation and Open Space Element to Adopt the 2022-2042 Parks, Recreation, and Open Space (PROS) Plan.

Community Development Director Salina Lyons gave the staff report on this item.

ORDINANCE NO. 06-2024

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, RELATED TO THE 2023 AMENDMENT TO THE 2015-2035 CITY OF COVINGTON COMPREHENSIVE PLAN PARKS, RECREATION AND OPEN SPACE ELEMENT TO ADOPT THE 2022-2042 PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN, AS SUBSEQUENTLY AMENDED, BY REFERENCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Council Action: Councilmember Hartsock moved and Mayor Pro Tem Smith seconded to adopt Ordinance No. 06-2024 amending the 2015-2035 City of Covington Comprehensive

Plan Parks, Recreation and Open Space Element to adopt the 2022-2042 Parks, Recreation and Open Space (PROS) plan, as subsequently amended, by reference. Vote: 7-0. Motion carried.

7. Consider Authorizing City Manager to Execute Johnson & Johnson Settlement Participation Form.

City Attorney Mark Orthmann gave the staff report on this item.

Council Action: Councilmember Soltys moved and Councilmember Hartsock seconded to authorize the city manager to execute the Johnson & Johnson Participation Form in substantial form as that provided in the agenda packet. Vote: 7-0. Motion carried.

8. Authorize the Return of Grant Funds with Puget Sound Regional Council (PSRC) for Right-Of-Way Funding for the SR 516 and Covington Way Intersection Improvements Project (CIP 1063).

Council Action: Councilmember Cimaomo moved and Mayor Pro Tem Smith seconded to authorize the return of a PSRC grant for Right of Way Acquisition Funds in the amount of $1,069,000 and $250,000 in city Reserve Funds as local match. Vote: 7-0. Motion carried.

FUTURE AGENDA ITEMS:
Council discussed future agenda items.

COUNCIL/STAFF COMMENTS:
Councilmembers and staff made comments.

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

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

ADJOURNMENT:
There being no further business, the meeting was adjourned at 8:25 p.m.

Prepared by:

Joan Michaud
Sr. Deputy City Clerk

Submitted by:

Krista Bates
City Clerk/Executive Assistant

Consent Agenda Item C-2

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers #47426 - #47484, including ACH payments and electronic funds transfers in the amount of $1,029,205.84 dated April 19, 2024; Vouchers #47485 - #47544, including ACH payments and electronic funds transfers in the amount of $655,073.11 dated May 3, 2024; and Paylocity Payroll Voucher #1019562559 - #1019562564 inclusive, plus employee direct deposits and wire transfers, in the amount of $353,202.57, dated April 26, 2024.

PREPARED BY: Casey Parker, Finance Director

CITY COUNCIL ACTION: _____Ordinance _____ Resolution __X__ Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment vouchers: Vouchers #47426 - #47484, including ACH payments and electronic funds transfers in the amount of $1,029,205.84 dated April 19, 2024; Vouchers #47485 - #47544, including ACH payments and electronic funds transfers in the amount of $655,073.11 dated May 3, 2024; and Paylocity Payroll Voucher #1019562559 - #1019562564 inclusive, plus employee direct deposits and wire transfers, in the amount of $353,202.57, dated April 26, 2024.

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE SUPPLEMENT 18 WITH WSDOT TO OBLIGATE ADDITIONAL FUNDING, EXECUTE AMENDMENT 4 FOR CONSTRUCTION MANAGEMENT WITH WSP, AND INCREASE THE CONTRACT MAXIMUM FOR THE SR 516: JENKINS CREEK TO 185TH PLACE PROJECT (CIP 1127).

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S):
1. Funding Award Letter
2. Local Agency Agreement Supplement Number 18 with Washington State Department of Transportation
3. Amendment Number 4 with WSP

PREPARED BY: Bob Lindskov, PE, City Engineer

EXPLANATION:
On February 22, 2022, council awarded the SR 516: Jenkins Creek to 185th Place construction contract (CIP 1127) to Goodfellow Bros., LLC in the total amount of $18,868,370.53.

On April 26, 2022, council approved the execution of Supplement 17 with WSDOT, which accepted funds through Connecting Washington – Earmark. This brought the total spending authorization to $19,625,835.

On January 24, 2023, we asked the council for another $875,000 in contingency, bringing the max spending total authorized to $20,500,835.

On October 10, 2023, council approved the increase of the spending maximum from $20,500,835 to $21,569,774.

On March 12, 2024, council approved the acceptance and obligation of an additional $1,000,000 of Connecting Washington Funding from the state legislature. This brought our total construction and construction management maximum to $22,569,774 in authorized spending.

On April 15, 2024, the city received a Connecting Washington – Capital Project 2024 Supplemental Transportation Budget State Funding Letter (Attachment 1), officially commemorating the award above.

The intent of this agenda item is to record how funding will be distributed between construction and construction management services, while also recording council's previous funding obligations.

With the continuation of this project, we have seen further challenges arise that have required additional work from our construction management team, and additional construction dollars

from the approved contingency. A major item that has caused additional charges in the project has been unexpected environmental changes. Our construction management team has done extensive work regarding permitting issues, coordination with environmental agencies, and being on-site for ensuring ongoing compliance. This includes sub-consultants of environmental specialists, trained for these situations.

Our construction management team is requesting $389,011 for additional construction management services. This amount allows the WSP inspection team to continue work through the end of the project, whereas their current contract has inspection services ending in May 2024. By allocating $389,011 of this award towards construction management, this will leave $610,989 to go towards construction contingency, leaving a currently expected remaining construction contingency of $844,586.

FISCAL IMPACT:
Original budget includes Connecting Washington funds, reimbursements from utilities for construction and construction management, and traffic impact fees. Supplements from previous spending approvals have been committed from Reserve Funds.

With the additional funding from the legislature, the project is fully funded through the construction phase. These funds will be fully utilized, and any unused dollars will be removed from the Reserve Fund commitment. To-date, there has been $1,945,000 of Reserve Funds that have been committed to this project.

SR 516: Jenkins Creek to 185th Place SE Project
Budget:

Approved Funding Budget on October 10, 2023	$21,569,774
Additional Funding – Connecting WA Funds for Construction	$610,989
Additional Funding – Connecting WA Funds for Construction Management	$389,011
Total Funds	$22,569,774

Estimated Expenditures:

Estimated Expenditures on October 10, 2023	$21,549,021
Funding for Additional Construction Contingency	$610,989
Estimated Additional Funding Needed for Construction Management	$389,011
Total Expenditures	**$22,549,021**

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the city manager to execute Supplement 18 with WSDOT to record the obligation and distribution of additional funding, to execute Amendment 4 for construction management with WSP, and to increase the contract maximum, for the SR 516: Jenkins Creek to 185th Place Project, allowing the city manager to execute change orders up to that amount and such additional minor changes to agreements as necessary to successfully complete the project.

REVIEWED BY: City Manager, City Attorney, Finance Director

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 15, 2024

Mr. Don Vondran
Public Works Director
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

RE: SR 516/Jenkins Creek to 185th Ave Widening
STP-HLP-0516(022)
Connecting Washington – Capital Project
2024 Supplemental Transportation Budget
State Funding

Dear Mr. Vondran:

WSDOT is pleased to advise you that the 2024 Supplemental Transportation Budget has revised the above-mentioned project funding through the Connecting Washington (CWA) program. The state funding is limited as shown below:

SR 516/Jenkins Creek to 185th Ave Widening **$19,522,000**

Prior Expenditures: *$ 10,708,745*
2023-25 Available Funding: ***$ 7,813,255***

$ 1,000,000 State funds

2023-25 Available Funding: ***$ 1,000,000***

In the event the 2023-25 funding is not all reimbursed, WSDOT will need to request the remaining funding through the 2025-27 budget development. Until the funding is provided by the legislature, WSDOT can only reimburse your agency for the approved work completed each biennium, as reflected above. Therefore, it is critical that the city update the Local Project Report detailing the project's delivery, so that the funding aligns with your schedule.

In order to meet the state and federal requirements, the following are required:

- Reporting of benefits and expenditures for transit, bicycle, and pedestrian elements at award and during construction annually is required. (see attached)
- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information including: (https://wsdot.wa.gov/business-wsdot/support-local-programs)

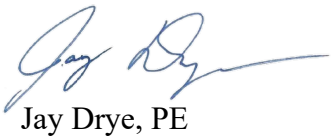
- ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
- ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
- ✓ Funding and billing forms;
- ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Covington** and your password is **Covin744**. The password is case sensitive.

Also, the legislature expects that for some projects, costs will be reduced due to the application of practical solutions.

Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

If you have any questions, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

Attachment

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

Connecting Washington Projects – Reporting Requirements

1. **At Contract Award** – report the estimated cost to implement any transit, bicycle or pedestrian project elements.

2. **Annually**, report separately on amounts **expended and the funds utilized** to benefit transit, bicycle and pedestrians. To assist in approximating the amount of funding spent on a contract, below are some types of work for each of the elements:

   - Transit elements, such as:
     - ✓ Bus pullout
     - ✓ Direct Access On/Off ramp
     - ✓ HOV/HOT Lane
     - ✓ Park and Ride Lot
     - ✓ Transit stops/shelters
     - ✓ Business Access & Transit (BAT) lanes

   - Bicycle elements, such as:
     - ✓ Stand-alone/separate path
     - ✓ Shared use path (50% bicycle/50% pedestrian)
     - ✓ Drainage systems associated with the path (ignore if incidental)
     - ✓ Joint use shoulder including pavement marking & signage (shoulder was widened for bicycles to travel on)
     - ✓ Bike lane on bridge (% based on width of lane to total bridge width)
     - ✓ Bike racks on buses, at trailheads, on local routes or schools
     - ✓ Bike parking stations
     - ✓ Bike share projects
     - ✓ Roadway reconfiguration (road diets) (50% bicycle/50% pedestrian)
     - ✓ Raised crosswalk/intersection (50% bicycle/50% pedestrian)
     - ✓ Curb extensions (bulb out) (50% bicycle/50% pedestrian)

   - Pedestrian elements, such as:
     - ✓ Sidewalk and trails or walking path
     - ✓ Shared use path (50% bicycle/50% pedestrian)
     - ✓ Curb and gutter for sidewalk
     - ✓ Drainage systems associated with the path (ignore if incidental)
     - ✓ Sidewalk on bridge (% based on width of sidewalk to total bridge width)
     - ✓ Electronic Walk Sign with audio speaker (APS)
     - ✓ Lighting at pedestrian crossing (if easy to break out of illumination system)
     - ✓ Pedestrian lighting
     - ✓ Crosswalk pavement markings and signage
     - ✓ ADA accessible curb ramps
     - ✓ Roadway reconfiguration (road diets) (50% bicycle/50% pedestrian)
     - ✓ Raised crosswalk/intersection (50% bicycle/50% pedestrian)
     - ✓ Curb extensions (bulb out) (50% bicycle/50% pedestrian)
     - ✓ Refuge Islands

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Covington		18
Federal Aid Project Number	Agreement Number	CFDA No. **20.205** - Highway Planning and Construction
STP-HLP-0516(022)	LA 7691	

All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name SR 516 ; Jenkins Creek to 185th Place SE Length 0.5 Miles

Termini Vicinity of Jenkins Creek to the vicinity of 185th Place SE

Description of Work ✓ No Change

Reason for Supplement

Obligate additional state funds for CN phase costs.

Are you claiming indirect cost rate? ☐ Yes ✓ No Project Agreement End Date December 31, 2027

Advertisement Date June 22, 2021

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other SEE ATTACHMENT			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other SEE ATTACHMENT			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other SEE ATTACHMENT			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00	0.00	0.00

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

Agency Official

By
Title
Agency Date

Washington State Department of Transportation

By
Director, Local Program
Date Executed

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

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

VIII. Single Audit Act

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

XVII. Assurances

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

Washington State Department of Transportation

ATTACHMENT to
City of Covington LA SUPPLEMENT #18

Federal Aid Number : STP-HLP-0516 (022)
Agreement Number : LA 7691
Project Title : SR 516; Jenkins Creek to 185th Place SE
Supplement Number : 18

Type of Work			Estimate of Funding				
			(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED FEDERAL FUNDS
P.E.	a.	Agency	$ 63,447		$ 63,447	$ 8,680	$ 54,767
86.50%	b.	Consultant	$ 905,459		$ 905,459	$ 122,237	$ 783,222
Federal Aid	c.	Consultant (Non-Participate)	$ 1,112,639		$ 1,112,639	$ 1,112,639	
	c1.	Consultant (CWA Funds)	$ 612,533		$ 612,533	$ 612,533	
	d.	State	$ 24,853		$ 24,853	$ 3,240	$ 21,613
	d1.	State (CWA Funds)	$ 4,000		$ 4,000	$ 4,000	
	e.	Total PE Cost. (a thru e)	**$ 2,722,931**	**$ -**	**$ 2,722,931**	**$ 1,863,329**	**$ 859,602**
Right of Way	f.	Agency	$ 20,000		$ 20,000		$ 20,000
100.00%	g.	Other: Consultant	$ 380,000		$ 380,000		$ 380,000
	g1.	Other: Consultant (CNWA)	$ 94,715		$ 94,715	$ 94,715	
	g2.	Other: Consultant (Non-Participating)	$ 14,517		$ 14,517	$ 14,517	
	h.	Other: Right-of-Way	$ 330,000		$ 330,000		$ 330,000
	h2.	Other: Right-of-Way (CNWA)	$ 212,768		$ 212,768	$ 212,768	
	i.	State	$ 20,000		$ 20,000		$ 20,000
	j.	Total R/W Cost Est. (f thru j)	**$ 1,072,000**	**$ -**	**$ 1,072,000**	**$ 322,000**	**$ 750,000**
Construction	k.	Agency					
	k-a.	Agency (CNWA)	$ 112,000		$ 112,000	$ 112,000	
	k1.	Contract (CNWA Funds)	$ 10,865,985	$ 610,989	$ 11,476,974	$ 11,476,974	
	k1a.	Contract (MAW Funds)	$ 4,226,262		$ 4,226,262	$ 4,226,262	
	k2.	Agency portion of contract	$ 2,621,000	$ 1,575,000	$ 4,196,000	$ 4,196,000	
	l.	Contract (Covington Water District, Kent Water District, Utilities Non-Participating)	$ 3,593,158		$ 3,593,158	$ 3,593,158	
	m.	Consultant (CM CWA)	$ 1,600,000	$ 389,011	$ 1,989,011	$ 1,989,011	
	m1.	Consultant (CM Local Non-Participating)			$ -	$ 419,881	
	m2.	Consultant (CM MAW Funds)	$ 773,738		$ 773,738	$ 773,738	
	m3.	Consultant (CM Non-Participating Utilities)	$ 419,881		$ 419,881		
	m4.	Consultant (CM Local Participating)		$ 368,939	$ 368,939	$ 368,939	
	n.	State (CWA)	$ 19,999		$ 19,999	$ 19,999	
	o.	Total Const. Cost Est. (k thru n)	**$ 24,232,023**	**$ 2,943,939**	**$ 27,175,962**	**$ 27,175,962**	**$ -**
	p.	Total Project Cost Estimate (e+j+o)	**$ 28,026,954**	**$ 2,943,939**	**$ 30,970,893**	**$ 29,361,291**	**$ 1,609,602**

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT No. 058-2021 between the City of Covington and WSP USA Inc.

This Amendment ("Amendment No. 4") is made between the City of Covington, a Washington municipal corporation ("City"), and WSP USA Inc., a Washington corporation ("Contractor"). The City and Contractor (together "Parties"), for valuable consideration and by mutual consent of the Parties, agree to amend the original Agreement for Construction Management services for the construction of SR 516 – Jenkins Creek to 185th Place SE ("Agreement") dated effective August 16, 2021, as amended by Amendment Nos. 1, 2, and 3 as follows:

I. **AMENDED SERVICES.** The Services, as described in Exhibit A and as referenced by Section I of the Agreement, shall be amended to include, in addition to the Services and terms required under the original Agreement and any prior amendments thereto, those additional services described in Exhibit A-4 attached hereto and incorporated by this reference ("Amended Services").

II. **AMENDED COMPENSATION.** In return for the Amended Services, the amount of compensation, as referenced by Section III of the Agreement, shall be amended to pay an additional amount not to exceed $389,011. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed $3,576,784.00. The rate or method of payment, shall be amended as delineated in Exhibit B-4, attached hereto, and incorporated by this reference. Except as otherwise provided in an attached Exhibit, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

III. **GENERAL PROVISIONS.** All other terms and provisions of the Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. The Parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the Parties below execute this Amendment, which shall become effective on the last date entered below. All acts done by either Party prior to the effective date of this Amendment, which are consistent with the authority of this Amendment, the Agreement, and all prior amendments, are ratified and affirmed, and the terms of the Agreement as amended shall be deemed to have applied.

CONTRACTOR:	**CITY OF COVINGTON:**
By:_____ *(signature)*	By:_____ *(signature)*
Print Name: Michael Niehl	Print Name: Regan Bolli
Its: Project Manager	Its: City Manager
DATE:_____	DATE:_____

EXHIBIT A –SCOPE OF WORK FOR CONSTRUCTION ADMINISTRATION AND INSPECTION, MANAGE DESIGN CONSTRUCTION SUPPORT SERVICES AND AD, BID, AND AWARD SUPPORT SERVICES FOR THE SR 516 JENKINS CREEK TO 185TH PLACE SE PROJECT

INTRODUCTION

PROJECT BACKGROUND AND OBJECTIVES

The contract provides for three types of services during construction of the SR 516 Jenkins Creek to 185th Place SE Project by WSP-USA, Inc for the City of Covington, WA

- Construction Administration and Inspection (CA&I) Services
- Manage Design Construction Support Services (DCSS)
- Advertise, Bid, and Award Support Services (ABASS)

SCOPE OF WORK – TASK 1.1 - CONSTRUCTION ADMINSTRATION AND INSPECTION (CA&I) SERVICES

General
No Change

Assumption(s)
No Change

Deliverable(s)
- Change orders, including all backup information and independent estimate (Assume 45 Change Orders)

Construction Administration & Inspection Staffing
No Change

Job Descriptions for, Duties of, and Prospective CA&I Staff

No Change

SCOPE OF WORK – TASK 1.2 - CONSTRUCTION ADMINSTRATION AND INSPECTION (CA&I) SERVICES - SUBCONSULTANTS
No Change

Schedule for CA&I Services
The accompanying fee estimate is based on an estimated calendar for involvement of the above staff as a fraction of available time in accordance with the current estimated Construction Time Estimate for the project. That calendar is included with Exhibit B-1. It is recognized by both parties that this schedule is estimated and that the Contractor's schedule will become the "real" schedule against which staffing plans must be made.

Key assumed milestones used to estimate staffing hours in this estimate are as follows.

CONSULTANT NTP Date	16 August 2021
Construction Contractor NTP Date	02 May 2022
Covington to take over lead inspection duties	01 June 2024
Substantial Completion	17 July 2024
Physical Completion	17 August 2024
Contract Completion	15 November 2024

BUDGET FOR CA&I SERVICES AND DCSS

GENERAL

See Exhibit B, Lead Inspection services added back in from January 2024 through May, full time, and part time in June, July, October and November. The City inspector will take over lead inspection duties on June 1, 2024. The construction manager hours were reduced from Supplement 3 as well.

Field Office Equipment and Supplies

No Change

Vehicles and Mileage

No Change

SCOPE OF SERVICES –TASK 2.0 – MANAGE DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS)

Design Construction Support Services (DCSS) provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction may also include adjustments to the project design to work around unforeseen site conditions. Services will also include site visits, attendance at project meetings, Engineer of Record site inspections, and preparation of record drawings.

Under DCSS, five basic tasks will be provided as follows.

DCSS Task 2.1 – Manage DCSS

No Change

Deliverable(s)

- No Change

SUBCONSULTANTS

In addition to WSP, the design construction support services in task 2.0 will be provided by the following subconsultants:

No Change

DCSS Task 2.21 – Project Admin and Meetings

A higher volume of Submittals and RFIs than were scoped originally has necessitated significantly more time spent in coordination, budget, and scope tracking. Additional budget will be added to cover expanded efforts in project administration. To accommodate the demand for increased RFIs and submittals, the existing budget is modified to add additional funding to this task to support he project.

Deliverable(s)

- No Change

DCSS Task 2.22 – Submittal Review and RFI's

A higher volume of submittals and Requests for Information (RFIs) than originally scoped have been processed. Through Jan 2024, 136 submittals and 138 RFIs have been processed. To accommodate the demand for increased RFIs and submittals, the existing budget is modified to add additional funding to this task to support the project.

Deliverable(s)

- No Change

DCSS Task 2.22H – Design related services – Kent Springs Culvert Design and Support Services

A culvert associated with the driveway connection to the Kent Springs Water Supply facility is identified for replacement but not included in the current scope. The Tetra Tech team will provide design support associated with the installation including plans for construction.

Assumptions

- Preconstruction permit documentation reports and backup information will be provided. No additional analysis will be performed
- Team will attend up to 3 phone calls to discuss previous documentation
- Culvert stream analysis per WSDOT standard practices and WDFW 2013 water crossing guidelines

Deliverable(s)

- Attend up to 3 phone meetings
- CAD Shape files for previous stream and wetland shapes
- Design Drawings (up to 4 sheets) of sufficient detail to support permitting
- Quantities to support permitting
- Culvert Plan (1 sheet including plan, profile and section)
- Stream channel Plan/section and profile up to 500 linear feet (2 sheets)
- Large Woody Material (LWM) layout and details (1 sheet)
- Stability Calculations (LWM)
- Techical memo summarizing hydrology, hydraulics, culvert size, stream criteria and calculations for design and streambed materials
- CAD Linework defining additional ROW needs

DCSS Task 2.23 – Utility Coordination and Communication

No change

DCSS Task 2.24 – Record Drawings and Bridge Load Rating

No change

Deliverable(s)

- No change

SCOPE OF SERVICES –TASK 3.0 – AD, BID, AND AWARD SUPPORT SERVICES (ABASS)

No Change

Deliverable(s)

- No Change

EXHIBIT B - CONSULTANT FEE DETERMINATION ***CA + DCSS + ABASS Costs***
CITY OF COVINGTON - SR 516 Jenkins Creek to 185th Place SE ***3/27/2024***

Construction Administration and Inspection (CA&I) Task 1.1 and Task 1.2

DIRECT SALARY COSTS (DSC) for WSP

	Personnel		Hours		Rate		Cost
1	Construction Project Manager 2021		0	X	$0.00	= $	-
		2022	0		$0.00	$	-
		2023	0		$90.87	$	-
		2024	(160)		$98.69	$	(15,790)
2	Construction Mangager 2021		0	X	$0.00	= $	-
		2022	0		$0.00	$	-
		2023	0		$82.83	$	-
		2024	0		$87.53	$	-
2	Resident Engineer 2021		0	X	$73.42	= $	-
		2022	0		$76.36	$	-
		2023	0		$78.36	$	-
		2024	0		$81.11	$	-
3	Lead Project Inspector 2021		0	X	$72.79	= $	-
		2022	0		$75.70	$	-
		2023	0		$49.00	$	-
		2024	1,040		$51.93	$	54,007
4	Project Inspector 2021		0	X	$35.14	= $	-
		2022	0		$36.55	$	-
		2023	0		$43.68	$	-
		2024	80		$47.29	$	3,783
5	Document Control Specialist 2021		0	X	$35.62	= $	-
		2022	0		$37.04	$	-
		2023	0		$39.10	$	-
		2024	40		$41.64	$	1,666
	WSP Field Hours, TOTAL		**1,000**		Subtotal Direct Salary Costs (DSC) =	**$**	**43,666**
	Salary Escalation - Estimated Salary Escalation Costs are included in above rates					**$**	**-**
	Field Overhead (OH)		**103.51%**		of (DSC + SE) =	**$**	**45,198**
	Profit/Fee (P/F)		**25.00%**		of (DSC + SE) =		**10,916**
	FIELD SALARY COSTS (DSC + SE + OH + FF) =					**$**	**99,780**
6	Admin		0	X	$43.86	= $	-
		2022	0		$45.61	$	-
		2023	0		$33.40	$	-
		2024	6		$34.74	$	208
	WSP Office Hours, TOTAL		**6**		Subtotal Direct Salary Costs (DSC) =	**$**	**208**
	Salary Escalation - Estimated Salary Escalation Costs are included in above rates					**$**	**-**
	Office Overhead (OH)		**139.52%**		of (DSC + SE) =	**$**	**291**
	Profit/Fee (P/F)		**25.00%**		of (DSC + SE) =		**52**
	OFFICE SALARY COSTS (DSC + SE + OH + FF) =					**$**	**551**
	TOTAL SALARY COSTS (DSC + SE + OH + FF) =					**$**	**100,332**

SUBCONSULTANTS

OSG	$	153,094
CRC	$	-
TOTAL SUBCONSULTANTS - CA&I =	**$**	**153,094**

DIRECT NONSALARY COSTS (DNSC)

	Months	Monthly Rate	
Headlight Software (Monthly, 3 users x 9months)	2	$ 520.00	$ 1,040
Misc Printing			$ -
Field Supplies			$ -

	RT / Mo	Months	RT Miles	Mileage Rate	
RE Mileage	21	-	28	$ 0.670	$ -
Inspector Mileage	21	9	28	$ 0.670	$ 3,546
PM Mileage	4	-	28	$ 0.670	$ -
Office Engineer Mileage	8	-	28	$ 0.670	$ -
			TOTAL REIMBURSABLE EXPENSES (DNSC) =		**$ 4,586**

TOTAL CA&I FEE (DSC + SE + OH + FF + DNSC) =	**$ 258,011**

DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS) COSTS Task 2.1 thru 2.24

WSP	$	-
SUBCONSULTANTS		
TetraTech	$	131,000.00
Karen Kiest LA	$	-
Landau	$	-
ESA	$	-
Stantec	$	-

TOTAL ESTIMATED DESIGN CONSTRUCTION SUPPORT FEES =	**$**	**131,000**

AD, BID, AND AWARD SUPPORT SERVICES (ABASS) COSTS Task 3.1 thru 3.3

WSP	$	-
SUBCONSULTANTS		

TOTAL ESTIMATED ABASS CONSTRUCTION SUPPORT FEES =	**$**	**-**

SUPPLEMENT REQUEST =	**$**	**389,011**
CURRENT CONTRACT =	**$**	**3,187,773**
TOTAL CONTRACT =	**$**	**3,576,784**

CA&I STAFFING CALENDAR
SR516 Jenkins Creek to 185th Place SE

176 168 176 176 168 184 **168** 168 176 184 160 184 176

	AGENCY	2023											2024												
Calendar year																									
Month		JAN	FEB	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2024	TOTAL
Working Days per Month		20	19	20	22	20	23	20	21	20	20	TOTAL	21	20	21	22	22	20	22	22	20	22	19	21	TOTAL	HOURS
CA&I SERVICES																										
Construction Project Manager	WSP											0	-25	-25	-25	-25	-20	-20	-20						-160	-160
Construction Manager	WSP											0													0	0
Resident Engineer	WSP											0													0	0
Lead Project Inspector	WSP											0	184	168	168	176	184	80	80						1040	1,040
Project Inspector	WSP											0										80			80	80
Office Engineer	WSP											0											40		40	40
Admin	WSP											0									2	2	2		6	6
													Contract Substantial Completion--													
													Contract Physical Completion--													

WSP CA&I Rates

Classification	Name	2021 Wage Rate July 1, 2021	Percent (%) Participation	Hourly Wage Rate Use 4% Escalation per yr
Construction Project Manager	Michael Niehl	$67.19	PT	
2022				
2023				**$90.87**
2024				**$98.69**
Construction Manager	Shawna Lenn			
2022				
2023				**$82.83**
2024				**$87.53**
Resident Engineer	Dano Bonifacio	$73.42	FT	**$73.42**
2022				**$76.36**
2023				**$78.36**
2024				**$81.11**
Lead Project Inspector	Brandon Leach	$72.79	FT	**$72.79**
2022				**$75.70**
2023				**$49.00**
2024				**$51.93**
Inspector	Nick Arnold	$35.14	FT	**$35.14**
2022				**$36.55**
2023				**$43.68**
2024				**$47.29**
Office Engineer	Christie Baklund	$35.62	PT	**$35.62**
2022				**$37.04**
2023				**$39.10**
2024				**$41.64**
Admin	Ling Ma	$43.86	PT	**$43.86**
2022				**$45.61**
2023				**$33.40**
2024				**$34.74**

Consent Agenda Item C-4

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: FINAL ACCEPTANCE OF THE SE 256TH STREET OVERLAY, 148TH AVE SE TO 156TH AVE SE PROJECT (CIP 1028).

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract
3. Project Acceptance Letter

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:
On June 6, 2023, the city advertised a request for bids for the SE 256th Street Overlay, 148th Ave SE to 156th Ave SE Project (CIP 1028). The bid opening occurred on the morning of June 27, 2023.

The final Engineer's estimate for the SE 256th Street Overlay Project was $502,380. ICON Materials was the low bidder with a bid of $454,850. City Council chose to award the project to ICON Materials at the council meeting that night, June 27, 2023.

The project was completed for $452,751.19. This was $2,098.81 under the bid.

Physical completion of the project work was completed on November 21, 2023. City staff deems the project work to have been satisfactorily completed and recommends that the council accept the project as complete.

FISCAL IMPACT:
The project was completed under budget. The breakdown of the Expenditures are as follows:

2023 SE 256th Street Overlay Project

Expenditures:	**Construction Award**	**$454,850.00**
	Quantity Changes (additions and reductions)	**- $2,098.81**
	Total Expenditures	**$452,751.19**

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize final acceptance of the SE 256th Street Overlay Project as being complete.

REVIEWED BY: City Manager, City Attorney, Finance Director

Final Contract Voucher Certificate

Contractor ICON Materials			
Street Address 1508 Valentine Avenue SE			
City Pacific	State WA	Zip 98047	Date December 5, 2023
Project Number (Owner)			
Job Description (Title) SE 256th Street Overlay			
Date Work Physically Completed November 21, 2023	Final Amount (including Sales Tax) $452,751.19		

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Covington nor have I rented or purchased any equipment or materials from any employee of the City of Covington; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Covington for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Covington from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

WENDY L. HAYES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 02/01/2025

X Tyler Townsend
Contractor Authorized Signature Required

Tyler Townsend
Type Signature Name

Subscribed and sworn to before me this 5th day of December 2023

X _____ Notary Public in and for the State of Washington

Residing at Algona, King, WA

City of Covington Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date 2/6/24

X _____
Project Engineer

X _____
City of Covington

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Covington for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date	Form Version	Revision Reason
02/27/2024		

Awarding Agency Information

Company Name	UBI Number
City of Covington	601802997

Address	City	State	Zip Code
16720 SE 271st Street, Suite 100	Covington	Wa	98042

Contact Name	Phone Number	Email Address
Bob Lindskov	253-480-2467	Blindskov@covingtonwa.gov

Prime Contractor Information

Company Name	UBI Number
ICON Materials	601006854

Address	City	State	Zip Code
1508 Valentine Ave SE	Pacific	Wa	98047

Contact Name	Phone Number	Email Address
Mark Eichelberger	206-575-3200	mark.eichelberger@iconmaterials.com

Project Information

Project Name	Contract Number	Affidavit ID Number
SE 256th Street Overlay	TIB3P204(007)1 (088-2023	1291946

Jobsite Address	City	State	Zip Code
~15435 SE 256th St	Covington	Wa	98042

Date Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted
06/27/2023	08/01/2023	11/21/2023	

Is this a Federally Funded Transportation Project? ☐ Yes ☐ No If yes, attach the Contract Bond Statement

Have Subcontractors been used? ☒ Yes ☐ No If yes, complete Addendum A

☒ Contract/Payment Bond Waived? ☐ Yes ☐ No ☒ Retainage Bond Waived? ☐ Yes ☐ No

Detailed Description of Work Completed

Asphalt Overlay

DOR Tax Information

Calculated Amount	$454,850.00	Liquidated Damages	
Additions (+)		Amount Disbursed	$452,751.19
Reductions (-)	($2,098.81)	Amount Retained	$0.00
Sub-Total	$452,751.19	Other	
Sales Tax Amount	$0.00	Sales Tax Rate	
Total	$452,751.19	**Total**	$452,751.19

Both totals must to be equal - If multiple sales tax rates, attach a list

Apprentice Utilization Information

Was apprentice utilization required? ☐ Yes ☒ No Engineer's Estimate: $502,380

Utilization %: If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? ☐ Yes ☐ No

Comments

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. **No payment shall be made from the retained funds** until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below

Department of Revenue
Public Works Section
(360) 704-5650
PWC@dor.wa.gov

Washington State Department of
Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV

Employment Security Department
Registration, Inquiry, Standards & Coordination Unit
(360) 890-3499
publicworks@esd.wa.gov

Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

Subcontractor's Name:	UBI Number: (Required)	**Affidavit ID***
EVERGREEN CONCRETE CUTTING INC	601605667	1295884
G&G Corporation	601381635	1295798
ICON Materials	601006854	1291946
Miles Sand & Gravel Company	171004760	1297296
Cascade Utility Adjusting	603407046	1249092
Northwest Traffic INC	602140049	1302558
O-Bunco Engineering Intl. Inc	602045762	1308943
Pacific Nrthwst/STRT SWPNG INC	604497269	1296251
PR Systems LLC	601303110	1295781
Transportation Systems Inc	602726209	1295774

Gray & Osborne, Inc.
CONSULTING ENGINEERS

December 13, 2023

Mr. Robert Lindskov, P.E.
City Engineer
City of Covington
16720 SE 271st Street, Suite 100
Covington, Washington 98042

SUBJECT: FINAL PROGRESS ESTIMATE 3, PROJECT ACCEPTANCE, AND RELEASE OF RETAINAGE, SE 256TH STREET OVERLAY
CITY OF COVINGTON, KING COUNTY, WASHINGTON
G&O #23482.00

Dear Mr. Lindskov:

This letter provides the City with guidance regarding the Final Progress Estimate, accepting the project as complete, and release of the retainage bond.

FINAL PROGRESS ESTIMATE

We have attached the signed Final Contract Voucher and Progress Estimate 3, which is the Final Progress Estimate for this project. The City should place the Progress Estimate in its files and forward a copy of the Progress Estimate to the Contractor with the payment. The amount due the Contractor is indicated below. Since the City has accepted the Contractor's retainage bond, no funds are to be retained.

Payment to Contractor: $48,998.58

PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the Contractor submitting Affidavits of Wages paid for all Subcontractors on the project. After the Contractor has submitted documentation that all required Affidavits of Wages Paid forms have been submitted to the Department of Labor and Industries, we recommend the City accept the project as complete and submit the "Notice of Completion of Public Works Contract" form online via the Awarding Agency Portal (https://lni.wa.gov/licensing-permits/public-works-projects/awarding-agencies/awarding-agency-portal).

Note that the form will not be available if the Prime Contractor has not filed their affidavit or if it is still pending approval by the Department of Labor and Industries. The following data is provided to assist with the form submittal.

		Date Work Completed November 21, 2023	Date Work Accepted Click to enter date.
Is this a Federally Funded Transportation Project? ☐ Yes ☒ No		If yes, attach the Contract Bond Statement	
Have Subcontractors been used? ☒ Yes ☐ No		If yes, complete Addendum A	
☒ Contract/Payment Bond Waived? ☐ Yes ☒ No		☒ Retainage Bond Waived? ☐ Yes ☒ No	
Detailed Description of Work Completed HMA overlay of SE 256th Street (148th Avenue SE to 156th Avenue SE).			
DOR Tax Information			
Contract Amount	$454,850.00	Liquidated Damages	$0.00
Additions (+)	$0.00	Amount Disbursed	$452,751.19
Reductions (-)	$2,098.81	Amount Retained	$0.00
Subtotal	$452,751.19	Other	$0.00
Sales Tax Amount	$0.00	Sales Tax Rate	0.0%
Total	**$452,751.19**	**Total**	**$452,751.19**
Both totals must be equal – If multiple sales tax rates, attach a list			

After the City has accepted the project, please sign the attached "Final Contract Voucher" and forward a copy to the Contractor and Gray & Osborne, Inc.

RELEASE OF RETAINAGE

The retainage bond should be released to the Contractor contingent upon the following requirements being fulfilled.

1. Sixty days have elapsed since the Contract Completion Date.

2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).

3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.

4. There are no claims or liens filed for labor and materials furnished on this Contract.

5. The City receives notification from the Washington State Department of Labor and Industries that the Contractor and their Subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Brian L. Sourwine, P.E.

BLS/sr
Encl.

cc: Mr. Tyler Townsend, Project Manager, ICON Materials
Mr. Greg Armstrong, P.E., Project Engineer, Washington State Transportation Improvement Board

Consent Agenda Item C-5

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: CONSIDER PROPOSED RESOLUTION TO DECLARE A SINGLE SOURCE COMPETITIVE BIDDING EXEMPTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SONITROL PACIFIC FOR SECURITY SYSTEM SERVICES TO INSTALL SECURE ACCESS WITH INTRUSION MONITORING TO THE POLICE FACILITY.

RECOMMENDED BY: Adam Easterbrook, Chief of Police

ATTACHMENT(S):
1. Proposed Resolution
2. Client Agreement with Sonitrol
3. Sonitrol Scope of Work and Investment Summary
4. Sonitrol Sole Source Statement

PREPARED BY:
Adam Easterbrook, Chief of Police
Krista Bates, City Clerk/Executive Assistance

EXPLANATION:
In 2022, the police department moved into the former Covington Elementary site to free up room at the City Hall building. Currently, there is a keyed entry to the building, which has had numerous issues closing and/or securing properly. For the 2024 budget, funds were set aside to add key card access, which will resolve the security issues with the door, and will allow other city employees secure access to the building.

The use of Sonitrol Pacific will allow for several items providing cost savings to the City. First, Covington police officers already possess Sonitrol access devices for access to city hall and the city maintenance facility. Those devices are already accounted for and in hand. Secondly, staff can continue to control the access devices to the facility, through existing security protocols, which is administered by the City Clerk/Executive Assistant Krista Bates. This would allow the City to manage the entry to the facility and would not require the presence of an officer or keyholder to allow someone in to the building. Lastly, this will provide an alarm system for intrusion monitoring which will enhance the security at the facility.

Existing system:

- **In door lock.** The front door at the police station remains locked at all times. It can be unlocked with a key from the outside to enter the building. To exit, the door has a crash bar and when the door shuts, it locks.

Proposed scope of work:

- **Install an access card reader by the front doors.** Sonitrol Pacific will install a card reader to permit police/staff secure keycard access to the locked front door. This equipment will be linked to our existing Sonitrol security management system and access will be controlled.

- **Intrusion Monitoring Service.** Sonitrol Pacific will install an alarm system which will alert the Sonitrol monitoring service in the event of intrusion. This should help reduce any loss should the police station be broken into.
- **All labor, wire, and miscellaneous items to install the system are included in the quote. The City will be responsible for the required power, phone line, network and internet connections at the time of installation.**

Sonitrol Pacific is the sole manufacturer and installer of the necessary equipment to make these proposed upgrades compatible to integrate with the existing security system at other city facilities. Staff is requesting council waive the standard competitive bidding requirements and apply the sole source exemption allowed under RCW 39.04.280 and the city's purchasing policies.

FISCAL IMPACT:
The total one-time cost for the scope of work including labor and materials for installation to expand the existing security system is $12,904.77 (tax included). If needed, any required permits (electrical permits, etc.) will be billed additionally. Funding for this one-time cost will be billed to the law enforcement budget in the professional services line item. A 2024 decision card in the amount of $13,000 was approved for the one-time installation of the security system.

There will also be a $214 (plus tax) monthly investment added to the existing monthly costs of the city's security system. The law enforcement budget accounts for $300 per year for ongoing monthly costs and any overage will be covered by the credit (refund) received on the contract with King County, as part of our annual reconciliation process for the police contract. We are receiving this credit due to the vacancies we are currently holding.

CITY COUNCIL ACTION: ____Ordinance __X_Resolution ____Motion ____Other

Councilmember _____ moves, Councilmember _____ seconds, to pass a resolution to authorize the city manager to execute a new Client Agreement with Sonitrol Pacific for the police facility, declare a single source competitive bidding exemption, and waive competitive bidding requirements.

REVIEWED BY: City Manager, City Attorney, Finance Director

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, RELATING TO INSTALLING SECURE ACCESS WITH INTRUSION MONITORING TO THE POLICE FACILITY; DECLARING A SINGLE SOURCE COMPETITIVE BIDDING EXEMPTION; AND WAIVING COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, State law, RCW 39.04.280, allows for exemptions from standard bidding procedures based on special market conditions and sole source findings for qualifying purchases that are clearly and legitimately limited to a single source; and

WHEREAS, the city's purchasing policies allow for bidding procedures to be waived if the equipment is clearly and legitimately limited to a single source; and

WHEREAS, the city currently has an existing security system at city hall through Sonitrol Pacific and desires to add secure access and intrusion monitoring to the police facility; and

WHEREAS, the addition of the security system at the police facility must be compatible with the existing Sonitrol Pacific equipment and systems at other city facilities; and

WHEREAS, Sonitrol Pacific is the sole manufacturer, supplier, and installer of Sonitrol equipment in Washington;

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

Section 1. Based upon the preceding findings, which are adopted as the city council's findings of fact, the city council hereby declares that the amendment to the existing Client Agreement with Sonitrol Pacific to expand the existing security system at city hall is clearly and legitimately limited to a single source of supply and that sole source of that supply is Sonitrol Pacific.

Section 2. The city council hereby waives all competitive bidding requirements and authorizes the city manager to amend the Client Agreement with Sonitrol Pacific for the scope of work of expanding the silent alarm system.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this resolution, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this resolution or its application to other persons or situation. The City Council of the City of Covington hereby declares that it would have adopted this resolution and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk and the codifiers of this resolution are authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 6. Effective Date. This resolution shall be effective immediately upon passage by the City Council of the City of Covington.

Passed by the City Council of the City of Covington this 14th day of May 2024.

Signed in authentication of its passage this ___ day of _____, 2024.

_____
Jeff Wagner, Mayor

AUTHENTICATED:

_____
Krista Bates, City Clerk

APPROVED AS TO FORM:

_____
Mark Orthmann, City Attorney

SONITROL
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security, Inc. Company

ATTACHMENT 2

Client Agreement No. 48800-1-0
Date: 04/04/2024

CLIENT NAME: City of Covington PHONE: 253-480-2405

INSTALL AT:	17070 SE Wax Rd.		Covington	WA	98402
	Address		City	State	Zip
BILL TO:	City of Covington	16720 SE 271st street #100	Covington	WA	98042
	Name	Address	City	State	Zip

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated April 04, 2024 which becomes part of this Agreement.

All equipment is the personal property of the Dealer ☐ Client ☑

TELEPHONE CO. CHARGES INCLUDED: Yes ☐ No ☑

This agreement applies to: (check appropriate categories)

- ☑ Burglar Alarm Signaling Service
- ☐ Hold-Up Alarm Signaling Service
- ☐ Fire Alarm Signaling Service
- ☐ Sprinkler Supervisory Signaling Service
- ☑ Access Control Service
- ☐ Other

SPECIAL INSTRUCTIONS Installation of one Sonitrol [SERVICE HERE] System. Full service warranty on all parts and labor for normal maintenance as long as Sound Security, Inc. provides the equipment and provides monitoring service, unless otherwise noted.

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION:	$11,861	$1,043.77	$12,904.77	$0.00	$12,904.77
		Tax	Total	Down Payment	Balance Upon Completion
MONITORING:	$214	0.00	214.00		Per Month Billed Monthly
	(Payable In Advance)	Tax	Total		Payment Mode

MONTHLY MANAGEMENT REPORT: Yes ☑ No ☐ COMMUNICATION LINK : Cellular/LTE, , Internet

1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.

4. DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.

5. CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER 'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is: WA - Department of Labor and Industries

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/ SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED.
IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY 4.00 WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED

DEALER Sound Security, Inc.

ADDRESS 2221 California Street

CITY Everett STATE WA

PHONE NO. (425) 258-3655 LIC. NO. SONITP*948D7

SUBJECT TO TERMS ON PAGE 2, INCLUDING PARAGRAPH 12.

Client SIGNATURE X _____

TITLE _____

DATE _____

SIGNATURE X _____ REG. NO. _____
(DEALER REPRESENTATIVE)

APPROVED X _____ REG. NO. _____
(DEALER REPRESENTATIVE)

1. **DEALER** agrees to install or cause to be installed, in the premises of the **CLIENT**, alarm equipment and devices, and to provide a centrally monitored signaling system necessary to transmit signals from the premises of the **CLIENT** to **DEALER'S** central monitoring station, in accordance with the attached Security System Quotation. Upon completion of installation **DEALER** will thoroughly instruct the **CLIENT** in the proper use of the Alarm System. **DEALER** will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by **DEALER** into Sonitrol's signaling system.

2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If either (a) **DEALER** terminates this Agreement pursuant to Paragraph 4 (a "Termination for Cause") or (b) this Agreement is terminated by **CLIENT** (a "Wrongful Termination") for any reason, other than at the end of the initial term or any renewal term as provided for herein; then (i) **DEALER** will terminate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of the Agreement, there shall be immediately due and payable by **CLIENT** to **DEALER**, as liquidated damages, an amount equal to the unpaid Monitoring Fee ("Unpaid Monitoring Fee"), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the then current renewal term times (B) the Monitoring Fee set forth above, exclusive of taxes. **CLIENT** understands, acknowledges and agrees that **DEALER'S** actual damages resulting from either a Termination for Cause or a Wrongful Termination includes, among other things; the then present value of the Unpaid Monitoring Fees, equipment and material cost that have not been depreciated and /or the actual costs of disconnecting and removing the **DEALER'S** equipment from the above installation site. Therefore, **CLIENT** acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by **DEALER** upon the occurrence of either a Termination for Cause or of a Wrongful Termination. If **CLIENT** fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder, then **CLIENT** agrees to reimburse **DEALER** for all costs of collecting the same, including without limitation, reasonable attorney's fees.

3. **DEALER** shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on **DEALER** by any utility or government agency and **CLIENT** agrees to pay same. So that may properly adjust its rates to meet changing costs, **DEALER** may, at any time after the expiration of one (1) year from the date of this Agreement, increase the **annual** monitoring service charges upon giving the **CLIENT** notice in writing. In the event the increase exceeds more than 10% and **CLIENT** is unwilling to pay the increased charges, **CLIENT** may terminate this Agreement upon giving notice in writing to **DEALER** within thirty (30) days from the date of notice of the increase. **CLIENT'S** failure to notify **DEALER** within said thirty (30) days shall constitute **CLIENT'S** acceptance of the increase.

4. **CLIENT** shall be in default of this Agreement for: (a) failure to pay the installation charge, (b) failure to pay the monitoring/service charge when due (c) willfully or negligently causing repeated false alarms, (d) failure to perform any other obligation under this Agreement. Upon **CLIENT'S** default, **DEALER** shall have the right to terminate this Agreement ten (10) days after written notice of default if after such notice **CLIENT** has not cured the default. Any cost incurred by **DEALER** as a result of a false alarm originating from **CLIENT'S** premises shall be promptly reimbursed to **DEALER**. In the event of any default of this Agreement by **CLIENT**, including a default for failure to pay monies due and owing to **DEALER**, **CLIENT** shall pay **DEALER** any and all damages or losses incurred by **DEALER** in connection with such default, including all costs and expenses incurred by **DEALER** in collecting any monies due and owing by **CLIENT** to **DEALER** hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

5. **DEALER** agrees to monitor the system from the time **CLIENT** causes the system to be activated until **CLIENT** causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into **CLIENT'S** premises or an emergency, the **DEALER'S** operator will use reasonable efforts to identify, the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by **CLIENT** in writing, **DEALER** will also notify an agent designated in writing by **CLIENT. CLIENT** agrees to give **DEALER** a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing, the premises and who may be called upon for a key to enter **CLIENT'S** premises during such periods.

6. CENTRAL STATION ALARM If **DEALER** has installed a central station alarm, **DEALER** shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by **CLIENT**.
   A. Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department.
   B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
   C. Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit to the public fire department.
   D. Upon receipt of an auxiliary, trouble, supervisory, or other special signal, notify **CLIENT** or local authority as applicable.
   E. Upon receipt of an audio signal indicating an unauthorized entry into **CLIENT'S** premises, **DEALER'S** operator will use reasonable efforts to identify the sound, and when warranted transmit notice of said signal to the public police department.
   DEALER shall use reasonable efforts to notify **CLIENT'S** designated representative, provided that **CLIENT** has designated in writing a person to be notified and has provided a telephone number. **DEALER** shall be deemed to have used reasonable efforts to notify **CLIENT'S** representative if **DEALER** has called telephone number supplied by **CLIENT**.

7. **CLIENT** hereby authorizes and empowers **DEALER**, its agents or assigns, to install the aforesaid system in the designated premises, and to service the system and to make any necessary inspections, tests and repairs as required. **CLIENT** understands that alternative or additional protection can be installed at **CLIENT'S** request and expense. **CLIENT** acknowledges that **DEALER** has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is **CLIENT'S** obligation to make **DEALER** aware of such conditions, failing which **DEALER** shall have no responsibility whatsoever for any damage that may be caused. The **CLIENT** agrees to furnish any necessary electric current through **CLIENT'S** meter and at **CLIENT'S** own expense. It is mutually agreed that the work of installation, repair or service by the **DEALER** shall be performed between the hours of 8:00 o'clock a.m. and 5:00 p.m. exclusive of Saturdays, Sundays and holidays.

8. It is understood and agreed that upon termination **DEALER** may remove or abandon, in whole or in part, the system if owned by **DEALER**, without obligation to repair or redecorate any portion of the **CLIENT'S** premises. **DEALER'S** removal or abandonment shall not constitute a waiver of the right to collect any charges, which may have been accrued or may be due hereunder. **CLIENT** shall maintain insurance adequate to cover the replacement cost of **DEALER'S** equipment in the custody and control of **CLIENT.**

9. This agreement may be cancelled, without previous notice, at the option of **DEALER**, in the event **DEALER'S** central station, connection link or the equipment within the **CLIENT'S** premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the **CLIENT** in the event of such occurrences. **CLIENT** shall be liable for any, delinquent payments for services previously rendered.

10. **CLIENT** agrees to perform system checks as instructed by DEALER in order to ascertain if the system is properly functioning, **CLIENT** acknowledges that **DEALER**'S obligation hereunder relates solely to the services set forth above and to the service of the specified alarm system and the **DEALER** is in no way obligated to insure the operation of the system or to maintain or service **CLIENT'S** property or the property of others to which **DEALER'S** system is connect. Repairs shall be performed as soon as reasonably possible after receipt of notice by **DEALER**. **CLIENT** is solely responsible for proper maintenance of any devices utilizing batteries, or any sprinkler system including provision of heat where necessary and acknowledges that **DEALER** has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.

11. **DEALER** assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires act of God or any causes beyond the control of **DEALER**, including interruption of alarm transmission, and will not be required to supply service to the **CLIENT** while such cause continues. **CLIENT** understands that alarm signals may be transmitted by telephone, cable, radio or microwave, which are outside the control of **DEALER**, and **DEALER** shall have no responsibility for any failure in transmission of alarm signals by any of these means. **CLIENT** agrees to immediately notify **DEALER** of any malfunctions of the communication link used by this equipment.

12. LIMITATIONS OF DAMAGES:
   A. It is understood and agreed by the parties hereto that **DEALER** is not insurer and that insurance. If any, covering personal injury and property loss or damage on **CLIENT'S** premises shall be obtained by **CLIENT**, at **CLIENT'S** sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to this value of **CLIENT'S** property or the property of others located on **CLIENT'S** premises; that **DEALER** makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences therefrom which the system or service is intended to detect or avert, except for the provisions of the Sonitrol Security System Limited Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

   B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of **DEALER'S** obligations or a failure or malfunction in the system to properly operate because of, among other things: the uncertain amount or value of **CLIENT'S** property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by **DEALER'S** failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by **DEALER**.

   C. CLIENT UNDERSTANDS AND AGREES THAT IF **DEALER** SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, **DEALER'S** LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS ($500) WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF **DEALER'S** OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF **DEALER**, ITS EMPLOYEES OR AGENTS.

   D. In the event that the **CLIENT** wishes **DEALER** to assume greater liability, **CLIENT** may, as a matter of right, obtain from **DEALER** a high limit by paying an additional amount to **DEALER**, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold **DEALER** as an insurer.
   E. When **CLIENT** in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the persons or property of others, **CLIENT** agrees to and shall indemnify, defend and hold harmless **DEALER**, its employees and agents for and against all claims brought by owners of said property arising out of the **DEALER** service under this Agreement. This provision shall apply to all claims regardless of cause including **DEALER'S** performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of **DEALER**, its employees or agents, but this provision shall not apply to claims for loss or damage solely and indirectly caused by an employee of **DEALER** while on **CLIENT'S** premises.

   F. CLIENT acknowledges that the system installed is as requested and is suitable to his purpose, and unless defects or omissions are called to **DEALER'S** attention, in writing, within five (5) days after completion of installation, **CLIENT** accepts the system as is.

13. All claims, actions or proceedings, legal or equitable, against **DEALER** must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of the paragraph.

14. **CLIENT** acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to Sonitrol Corporation and its subsidiaries and to any subcontractors engaged by **DEALER** to provide monitoring, maintenance, installation or service of the alarm system provided herein. **CLIENT** hereby waives his right of recovery against **DEALER** for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.

15. If there is any conflict between this Agreement and **CLIENT'S** purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by **CLIENT** except upon advance written consent of **DEALER**.

16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

Initials _____

Scope Of Work

Customer Details:

Site: 17070 SE Wax Rd., Covington, WA, 98402
Billing: 16720 SE 271st street #100, Covington, WA, 98042
Contact: Krista Bates (253) 480-2405, kbates@covingtonwa.gov

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner. The installation will be in accordance to industry standards, regulations and codes.
- **Electric** - The client will provide the company with access to necessary electric (120VAC) connections.
- **IP Communications** - The client will provide and maintain any required broadband public internet connection needed for monitoring or remote access to the system. The client will be responsible to provide a static IP address if required by the system. Sonitrol Pacific will need to work with the client's IT professional to establish the needed IP addresses, subnet mask, default gateway and open ports as well as any firewall routing to enable the system communications. The client will make available the physical port connections to the network. Installation will begin after the needed connections and information is provided to the installing technician. Internet connection fees are the responsibility of the client.
- **Availability of Connections** - Required power, phone line, network and internet connections not available at the time of installation may result in an additional trip charge which will be invoiced separately.
- **Taxes** - All work and service are subject to sales tax unless client provides company with tax exemption form.
- **Alarm Permits -** Many jurisdictions require permits for the use of operation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.
- **Electrical Permits -** Many jurisdictions require permits for the use of installation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.

Initials: _____

Proposal Number: 48800-1-0
Date: August 04, 2023

SONITROL®
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security, Inc. Company

Investment Summary

Customer Details:

Client: City of Covington
Site: 17070 SE Wax Rd., Covington, WA, 98402
Contact: Krista Bates
Phone #: 253-480-2405

Security Consultant:

Name: Taylor Peacocke
Cell: 425.258.3655
Email: tpeacocke@seacurepacific.com

Access Control

QTY	Description
1	Sonitrol Quad 4 Access Module
1	Sonitrol 18" Chassis
1	Power Supply (w/ Locking Case)
2	24v 40va Transformer with LED
2	Battery Back-Up
1	Lock & Exit Device Connection
1	Mullion Prox Reader

Intrusion Detection

QTY	Description
1	FlexIP Board
1	Sonitrol 18" Chassis
1	Battery Back-up
1	2440VA Transformer
1	Outdoor Siren
1	LTE Cell Back Up
1	Power Supply for Cellular
1	Sonitrol Keypad
2	Double Door Sensor
9	Audio Sensor

Investment Summary

Total System Investment: **$11,861.00**
Monthly Investment: $214.00
This proposal does not include sales tax, if applicable.
Client Owns all Equipment

This proposal does not constitute a sales agreement. Price quoted above in effect for 30 days from date submitted. Acceptance of this security system quotation is subject to all terms and conditions of Sonitrol Pacific's standard client agreement which must be executed prior to installation.

Security Consultant Signature: _____ Date: _____

Security System Quotation Approved: _____ Date: _____
(Customer Signature)

Sonitrol Pacific
Federal Tax ID No. 91-1107170

Sonitrol Pacific | 2221 California Street Everett, WA 98201 | 1-800-898-1899 | www.SonitrolPacific.com
Portland | Tacoma | Seattle | Everett | Boise

Sonitrol Sole Source Statement May 24, 2023

Sonitrol Corporation is the sole provider and supplier of parts for your Sonitrol intrusion and access control system. Sonitrol Corporation is a subsidiary of Securitas and is the distributor and franchisor for Sonitrol products. Only Sonitrol parts are designed to provide the audio detection and access integration into the Sonitrol monitoring center. Due to the proprietary nature of the Sonitrol integrated system, equipment compatibility and the Sonitrol warranty, purchase of "original" Sonitrol components and parts for your existing Sonitrol system is required.

Sonitrol Pacific is the exclusive provider of the Sonitrol impact activated audio intrusion system in the Puget Sound region. Sonitrol Pacific was founded in Everett, WA in 1978 and is the largest independent dealer of the nationwide Sonitrol network. The Sonitrol product was developed over 55 years ago with the partnership of a police officer and an inventor, who had developed an innovative audio detection system. The system has led to the arrest of over 170,000 criminals since tracking began in the mid-1970s.

The Sonitrol system integrates both impact activated audio security and remotely managed access control systems into a common and exclusive platform that is offered only by Sonitrol Pacific in the Puget Sound region. Sonitrol Pacific has provided service to the City of Covington since 2002. The system is monitored through Sonitrol Pacific's Verification Center®; located in Everett, WA. Sonitrol Pacific also monitors fire, video and environmental alarms in its local center.

Sonitrol's unique detection approach to security provides comprehensive coverage of the facility and detects attempted break-ins through the ceilings and walls as well as doors and windows. This system provides the backbone of a comprehensive security management program. Audio detectors are utilized throughout key areas of the facility so that trained central station operators can listen to suspicious activities within the facility and dispatch the appropriate agencies.

Sonitrol Pacific will not be responsible for damage resulting from the use of other manufacture's components or parts that are not 100% compatible with your Sonitrol system. Only Sonitrol Pacific technicians will work on your Sonitrol integrated system.

The main benefits of Sonitrol Pacific purchases are:

1. Performance Warranty
2. Life Time Loaner Policy on Sonitrol Equipment
3. Maintain Standardization of Equipment
4. Sonitrol Pacific is the sole provider of Sonitrol Equipment in the Puget Sound with fully supported installations, service and monitoring team, including on call technical support 24/7.
5. 100% compatibility without modifications with Sonitrol's monitoring platform.
6. No third party software

Sonitrol Pacific will insure your system functions as it should when it should. Sonitrol Pacific is the sole provider of Sonitrol equipment in the Puget Sound, Portland and Idaho.

Taylor Peacock
Territory Manager
Sonitrol Pacific

Agenda Item 1

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: PUBLIC HEARING TO RECEIVE TESTIMONY ON THE PROPOSED 2025–30 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):
1. 2025–30 Six-Year TIP Summary Spreadsheet
2. 2025–30 Six-Year TIP Map
3. 2025–30 Six-Year TIP Project Descriptions
4. 2025–30 Six-Year TIP Public Hearing Notice

PREPARED BY: Robert Lindskov, City Engineer

EXPLANATION:
The city is required by RCW 35.77.010 to annually prepare and adopt a comprehensive transportation program by July 1 for the ensuing six calendar years and to forward a copy of that Six-Year Transportation Improvement Program (TIP) to the Washington State Secretary of Transportation by July 31. The TIP represents the first six years of the 20-year transportation (street) capital improvement program. The projects contained in the proposed City of Covington 2025–30 Six-Year TIP are consistent with the transportation projects identified in the Capital Facilities Element of the city's comprehensive plan adopted January 12, 2016.

As a segment of the public involvement process, the city council must hold a public hearing to receive testimony on the TIP. This hearing has been properly noticed and published in the Seattle Times on April 29, 2024.

Staff anticipates a SEPA threshold determination to be issued in May, pursuant to WAC 197-11-310. The threshold determination will include a comment period that will end 14 calendar days after the issuance, and prior to staff bringing this item back to council for consideration and approval.

Making changes in the project priority list can be explored, discussed, and modified at this time. Staff will prepare a resolution for adoption at the May 28, 2024, city council meeting.

ALTERNATIVES:
Direct staff to modify the proposed 2025–30 Six-Year TIP.

FISCAL IMPACT:
The fiscal impact of each proposed project is indicated in the draft 2025–30 Six-Year TIP. The specific revenue source(s) for the city portion of the funds for each project is determined each year during the budget process. Additional revenues are needed to fund these projects. Possible sources are grants, appropriations, and traffic impact fees.

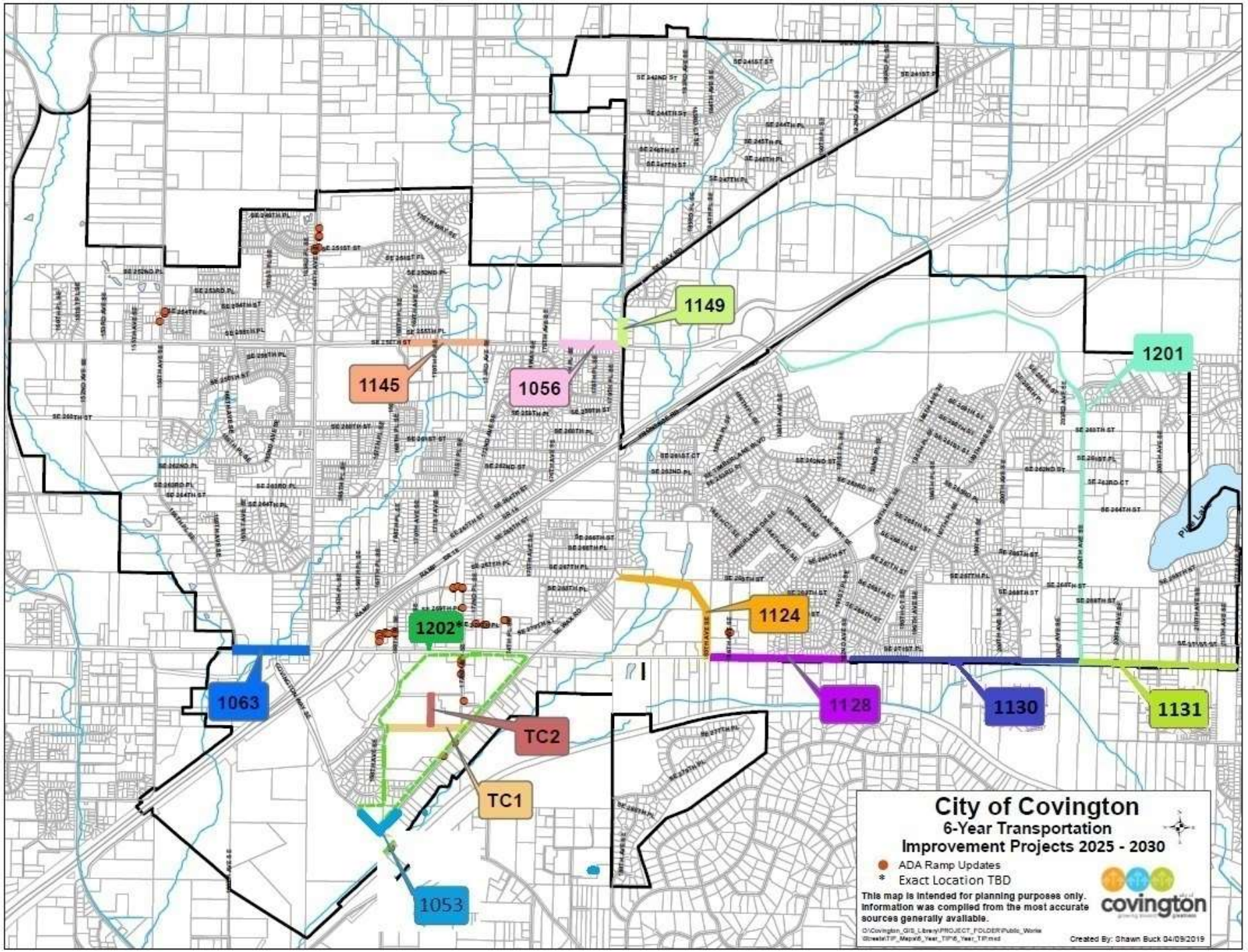
CITY COUNCIL ACTION: ____Ordinance ___Resolution ____Motion __X__Other

HOLD PUBLIC HEARING. PROVIDE INPUT TO STAFF.

REVIEWED BY: City Manager, City Attorney, Finance Director

CITY OF COVINGTON
2025 to 2030 Transportation Improvement Program
Summary

Priority	City CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Total Funds	Expenditure Schedule in Thousands 1 2025	2 2026	3 2027	4 2028	5 2029	6 2030
1	1201,	Dgn	XX							
	Covington Connector	R-o-W	XX							
	SE 272nd Street to SR 18	Const	XX	300	300					
	Widen to full City Standard, Sidewalks, Bicycle Lanes, Planted Medians	Total Cost		300	300	0	0	0	0	0
2	1145,	Dgn	XX	0						
	SE 256th Street	R-o-W		431	431					
	168th Avenue SE to 173rd Avenue SE	Const		6,088		3,088	3,000			
	Widen & reconstruct, Sidewalks, New stream crossing	Total Cost		6,519	431	3,088	3,000	0	0	0
3	1128,	Dgn	XX	400	400					
	SE 272nd Street (SR 516)	R-o-W	XX	2,039	2,039					
	185th Place SE to 192nd Avenue SE	Const		9,457		9,457				
	Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Total Cost		11,896	2,439	9,457	0	0	0	0
4	1063,	Dgn	XX	400	400					
	SE 272nd Street (State Route 516)	R-o-W		1,771		1,771				
	160th Avenue SE to 164th Avenue SE	Const		13,099			6,700	6,399		
	Signal modifications, add turn lanes, stream crossing.	Total Cost		15,270	400	1,771	6,700	6,399	0	0
5	1202,	Dgn	XX	300	300					
	SR 516 Pedestrian Bridge	R-o-W		0						
	Limits Undetermined	Const		0						
	Feasibility and predesign of pedestrian bridge over SR 516	Total Cost		300	300	0	0	0	0	0
6	1053,	Dgn		220						
	SE Wax Road and Covington Way	R-o-W		1,150		Schedule driven by development				
	Wax Road/Covington Way Roundabout	Const		1,630		(May be built in portions)				
	Intersection modifications	Total Cost		3,000						
7	1130,	Dgn		2,229			2,229			
	SE 272nd Street (SR 516)	R-o-W		1,456				1,456		
	192nd Avenue SE to 204th Avenue SE	Const		14,191					14,191	
	Widen to 5 lanes & reconstruct, Sidewalks, modify and complete new signal	Total Cost		17,877	0	0	2,229	1,456	14,191	0
8	1131,	Dgn		1,631				1,631		
	SE 272nd Street (SR 516)	R-o-W		710					710	
	204th Avenue SE to Eastern City Limits	Const		10,379						10,379
	Widen to 5 lanes & reconstruct, Sidewalks, modify and complete new signal	Total Cost		12,720	0	0	0	1,631	710	10,379
9	Portions of 1056 and 1149	Dgn		631			631			
	SE 256th Street and 180th Avenue SE	R-o-W		307				307		
	Safety improvements,Sidewalks	Const		6,734					6,734	
	Signal modifications, add right turn lane.	Total Cost		7,672	0	0	631	307	6,734	0
10	Town Center 1	Dgn		1,550						
	SE 276th Street	R-o-W		6,981		Schedule driven by development				
	168th Place SE to SE Wax Road	Const		4,650		(May be built in portions)				
	New Route, New Alignment, Type II Roadway	Total Cost		13,180						
11	Town Center 2	Dgn		579						
	172nd Avenue SE	R-o-W		989		Schedule driven by development				
	SE 275th Street to SE 276th Street	Const		1,737		(May be built in portions)				
	New Route, New Alignment, Type I Roadway	Total Cost		3,304						
12	1124,	Dgn		1,432				1,432		
	185th Place SE Extension	R-o-W		6,764					6,764	
	Wax Road/180th Avenue SE Roundabout to SE 272nd Street	Const		15,157						15,157
	New Route, New Alignment, Access management.	Total Cost		23,353		0	0	1,432	6,764	15,157
ADA	Annual Citywide ADA Improvements	Dgn		0						
	Various Locations	R-o-W		0						
	Installation of 36 truncated domes every year for first four years	Const		188	18	34	34	34	34	34
	Rebuilds 7 ADA sidewalk ramps in 2022 and 2023	Total Cost		188	18	34	34	34	34	34
3.0%	Annual Construction Cost Increase	TOTAL		115,579						


1149
1145
1056
1201
1124
1202*
1063
1128
1130
1131
TC2
TC1
1053
City of Covington
6-Year Transportation
Improvement Projects 2025 - 2030
ADA Ramp Updates
* Exact Location TBD
This map is intended for planning purposes only. Information was compiled from the most accurate sources generally available.
Created By: Shawn Buck 04/09/2019

City of Covington
2025-30 Six-Year TIP
Project Descriptions

Annual Citywide ADA Improvements -Various Locations

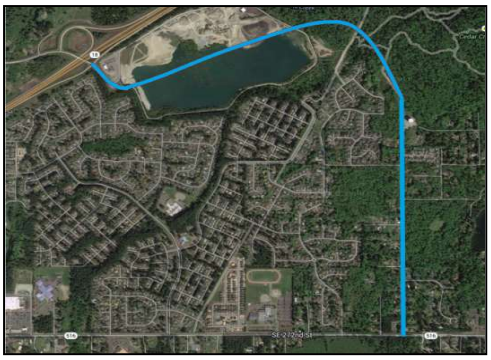
Associated with the adoption of the City's ADA policy, the City has begun a larger initiative to bring city facilities into compliance with the ADA. First year Public Works efforts are aimed at installing truncated domes at various locations throughout the city.



Capital Improvement Project Priorities

1. **CIP 1201 Covington Connector SE 272nd Street to SR 18**

The new roadway connection will provide overall benefits to the citywide street system by providing more options for vehicles traveling between SE 272nd Street and SR 18. This collector arterial will be widened to two 12-foot lanes, one 14-foot turn lane/median, and two 5-foot wide bike lanes. Each side of the roadway will also include a curb, a gutter, a 5-foot landscape buffer, and a 5-foot sidewalk. Phases 1 and 2 have been completed. Phase 3 continues into 2025.



2. **CIP 1145 SE 256th Street between 168th Avenue SE and 173rd Avenue SE**

This project replaces the culvert crossing over Little Soos Creek and widens SE 256th to 5 lanes. The project includes curb, gutter, 8' sidewalk, landscaping, bike lanes, illumination and undergrounding of utilities. Project length is about 1500 feet. This project will complete a gap in our pedestrian/non-motorized transportation system.



3. **CIP 1128 SE 272nd Street between 185th Place SE and 192nd Avenue SE**

This project is to widen and reconstruct a portion of SE 272nd Street between 185th Place SE and 192nd Avenue SE. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



4. **CIP 1063 SE 272nd Street between 160th Avenue SE and 164th Avenue SE**

This project provides for design and future construction of additional turn lanes, channelization, and signal modifications. Widening SE 272nd Street will require modifications to the existing stream crossing at the intersection. Project length is 800 feet. Construct street section consistent with the existing SR 516 section including illumination, landscaping, 10' wide sidewalks with street trees in planting wells.



5. **CIP 1202 SR 516 Pedestrian Bridge**

The State has provided $800,000 in funding to complete a feasibility and a predesign of a pedestrian bridge over SR 516. The feasibility will evaluate the best location for the pedestrian bridge within the study area on SR 516 between SR 18 and SE Wax Road.



6. **CIP 1053 SE Wax Road and Covington Way**



This project modifies the SE Wax Road and Covington Way intersection. This rebuilt intersection will support the Downtown vision. The project is driven by development and may be constructed in portions.

7. **CIP 1130 SE 272nd Street between 192nd Avenue SE and 204th Avenue SE**



This project is to widen and reconstruct a portion of SE 272nd Street between 192nd Avenue SE and 204th Avenue SE. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.

8. **CIP 1131 SE 272nd Street between 204th Avenue SE and Eastern City Limits**



This project is to widen and reconstruct a portion of SE 272nd Street between 204th Avenue SE and the Eastern City Limits. This project will widen the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.

9. **CIP 1056 SE 256th Street between 172nd Avenue SE and 180th Avenue SE**
CIP 1149 180th Avenue SE between SE 256th Street and SE Wax Road (N)

Portions of these two larger CIP projects (see map) are being combined to provide improvements adjacent to the new fire station at SE 256th Street and 180th Avenue SE. The improvements will include widening the north side of SE 256th Street from 180th Avenue SE to 176th Avenue SE to match the section at 168th Avenue SE. The frontage along 180th Avenue SE will be widened from the intersection to Crestwood Elementary School.



10. **Town Center 1 SE 276th Street between 168th Place SE and SE Wax Road**

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.



11. **Town Center 2 171st Avenue SE (Main Street) between SE 275th Street and SE 276th Street**

This is a new route; new alignment roadway that will support the Town Center vision and meet the Town Center Design Guidelines. The schedule of these projects will be primarily driven by development and may be constructed in portions.



12. **CIP 1124 185th Place SE Extension - Wax Road/180th Ave SE to SE 272nd Street**

This project connects SE Wax Road/180th Avenue SE to SE 272nd Street via a new route and alignment designated as 185th Place SE. The street section will consist of a 3-lane urban arterial standard with curb, gutter and 8' sidewalks, landscaping strips, illumination and stormwater infrastructure. The project will also include crossing Jenkins Creek. The actual route and alignment will be determined during design.



CITY COUNCIL NOTICE OF PUBLIC HEARING
TUESDAY, MAY 14, 2024 – 7:00 PM

NOTICE IS HEREBY GIVEN that pursuant to Chapter 35.77 of the Revised Code of Washington, the Covington City Council will a hold a public hearing for consideration of a resolution for adoption of the 2025–30 Six-Year Transportation Improvement Plan. The purpose of this public hearing is for the City Council to receive comments from the public, both written and oral, regarding the adoption of the proposed plan.

This Covington City Council public hearing will take place at the regularly scheduled City Council meeting at 7:00 PM on Tuesday, May 14, 2024.

In compliance with state law, city council special and regular meetings will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.

This regular meeting will be held in-person and virtually/telephonically as follows:

Join In Person: Covington City Hall, Council Chambers, 16720 SE 271st Street, Covington, WA 98042

Join Online:
https://us02web.zoom.us/j/89002439681?pwd=VXBiWmVnSXdYVDJMbEJiVGg2WlRhZz09
Passcode: CovCouncil

Join by Phone: 253-215-8782
Webinar ID: 890 0243 9681
Passcode: 5108335955

The meeting login information is subject to change. Login details may need to be amended or updated for technical reasons. Please check the council meeting agenda on the City website (www.covingtonwa.gov) prior to the meeting to ensure that you are able to log in.

All persons desiring to comment may do so in writing to Krista Bates, City Clerk / Executive Assistant, at 16720 SE 271st Street, Suite 100, Covington, Washington, 98042 (please be sure to include your name and mailing address), or by email to kbates@covingtonwa.gov, or by testifying at the public hearing on May 14, 2024.

A hard copy of the plan information is available at City Hall. Electronic copies are available to the public by request.

NOTICE IS FURTHER GIVEN that agenda information, including the plan information, will be posted by the Friday prior to the above meeting at Covington City Hall, and on the city's web site: https://www.covingtonwa.gov/city_departments/executive/cityclerk/councilminutes.php

For further information, contact Bob Lindskov, City Engineer, at blindskov@covingtonwa.gov or 253-480-2467.

Agenda Item 2

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: APPOINT VOTING DELEGATE(S) FOR THE 2024 PUGET SOUND REGIONAL COUNCIL GENERAL ASSEMBLY

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): None

PREPARED BY: Krista Bates, City Clerk / Executive Assistant

EXPLANATION:
PSRC includes all mayors, county executives, commissioners, and councilmembers of PSRC member jurisdictions. Each elected representative is a voting member of the General Assembly, which meets at least annually to vote on major decisions, establish the budget, and elect new officers. The next General Assembly is scheduled to be held on May 30, 2024, 10:30am – 1:00pm at the Seattle Convention Center.

Mayor Jeff Wagner currently serves on the PRSC Executive Board.

ALTERNATIVES:
Not applicable.

FISCAL IMPACT:
None.

CITY COUNCIL ACTION: _____Ordinance _____ Resolution ___X___Motion _____ Other

Councilmember _____ moves, and Councilmember _____ seconds to appoint _____ as the voting delegate to represent the City of Covington at the 2024 General Assembly.

REVIEWED BY: City Manager

Agenda Item 3

Covington City Council Meeting
Date: May 14, 2024

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE READERS.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Flock Group, Inc. Master Services Agreement
2. Flock Group, Inc. Order Form

PREPARED BY: Adam Easterbrook, Police Chief
Krista Bates, City Clerk/Executive Assistant

EXPLANATION:
This contract will authorize Flock to install eight license plate reader cameras within the City of Covington for use by the Police Department. Council previously allocated funds for four cameras, which staff determined would not cover enough roadways to be effective. The agreement will also allow police officers within the Covington Police Department to view any live camera feed provided by any other entity using Flock cameras. Covington Police will also be linked in to view license plate reader footage in other cities and will be able to use this technology to enhance its investigative capabilities as well as prevent crime. This contract pays for the installation and the lease for these cameras for two years, which will begin as soon as permits are completed.

ALTERNATIVES:

1. Do not approve this purchase and provide direction to staff.

FISCAL IMPACT: There was $15,000 allocated in the 2024 budget. This contract will increase the 2024 cost to a total of $30,709.80. The 2025 cost will be $26,136.00. The funds to pay for contract will be taken from the overage credit (refund) received on the contract with King County, as part of our annual reconciliation process.

CITY COUNCIL ACTION: ___Ordinance ____Resolution __X__Motion ___Other

Councilmember _____ moves, Councilmember _____ seconds, to authorize the city manager to execute a Master Services Agreement with Flock Group, Inc. for license plate reader cameras in substantial form as attached.

REVIEWED BY: City Manager; City Attorney; Finance Director, Police Chief

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 02 day of April 2024. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.
1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.
1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:	City of Covington 16720 SE 271st Street, Suite 100 Covington, WA 98042
ATTN:	Adam Easterbrook, Police Chief
EMAIL:	Adam.Easterbrook@kingcounty.gov

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Flock Safety + Covington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389

flock safety

flock safety

EXHIBIT A

ORDER FORM

Customer:	Covington PD	Initial Term:	24 Months
Legal Entity Name:	Covington PD	Renewal Term:	24 Months
Accounts Payable Email:	adam.easterbrook@kingcounty.gov	Payment Terms:	Net 30
Address:	16720 Se 271st St Ste 100 Covington, Washington 98042	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$24,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	6	$3,900.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	2	$300.00

Subtotal Year 1:	$28,200.00
Annual Recurring Subtotal:	$24,000.00
Estimated Tax:	$4,645.80
Contract Total:	$52,200.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$28,200.00
Annual Recurring after Year 1	$24,000.00
Contract Total	$52,200.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: Covington PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

DISCUSSION OF FUTURE AGENDA ITEMS:

6:30 p.m., Tuesday, May 22, 2024 Special Meeting – Tri Cities
(6:00 p.m. Reception)

6:00 p.m. Tuesday, May 28, 2024 Special Meeting
Commission Interviews

7:00 p.m., Tuesday, May 28, 2024 Regular Meeting

(draft agendas attached)

BLACK DIAMOND COUNCIL
Carol Benson, Mayor
Tamie Deady, Mayor Pro Tem
Brad Douglass
Therron Smith
Leih Mulvihill
Kristiana de Leon
Nathan Jones
Debbie Page

COVINGTON COUNCIL
Jeff Wagner, Mayor
Sean Smith, Mayor Pro Tem
Kristina Soltys
Jennifer Harjehausen
Debby Hartsock
Joseph Cimaomo, Jr.
Elizabeth Porter

MAPLE VALLEY COUNCIL
Sean P. Kelly, Mayor
Dana Parnello, Deputy Mayor
Didem Pierson
Les Burberry
Victoria Schroff
Syd Dawson
John Herbert

16th ANNUAL TRI CITY COUNCIL MEETING AGENDA
CITIES OF BLACK DIAMOND, COVINGTON AND MAPLE VALLEY
Hosted by City of Black Diamond

Wednesday, May 22, 2024, 6:30 p.m.
City of Covington Council Chambers, 16720 SE 271st Street, Covington, WA 98042
Telephonically/Virtually via Zoom

In compliance with state law, city council special and regular meetings will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.

This special meeting will be held in-person and virtually/telephonically as follows:

Join In Person: Covington City Hall, Council Chambers, 16720 SE 271st Street, Covington, WA 98042

Join Online:
https://us02web.zoom.us/j/86228269878?pwd=YmFDRjVZR3hqQ09PS1FlbUhDMHdsZz09
Passcode: Tri-City

Join by Phone: 253-215-8782
Webinar ID: 862 2826 9878
Passcode: 40698059

RECEPTION – 6:00 p.m.

CALL MEETING TO ORDER – 6:30 p.m. – Black Diamond Mayor Pro Tem Tamie Deady

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

OPENING REMARKS – Black Diamond Mayor Pro Tem Tamie Deady

PRESENTATION

1. King County Council Update – King County Councilmember Reagan Dunn (15 minutes)

ITEMS FOR JOINT COUNCIL DISCUSSION:

1. City Updates
   a) Black Diamond – Tamie Deady (15 minutes)

   b) Covington – Regan Bolli (15 minutes)

   c) Maple Valley – Laura Philpot (15 minutes)

2. Discussion Topics
   a) Public Safety (20 minutes)
      - How are cities coordinating efforts
      - Business outreach efforts
      - Share information on the License Plate Readers (Covington Project)
      - Flock Cameras (Black Diamond)

   b) Community Care / Human Services from each city (20 minutes total)

   c) Women's Leadership Summit Recap – 5 minutes

COUNCIL CLOSING REMARKS

ADJOURN

Draft
as of 05/07/2024

CITY COUNCIL SPECIAL MEETING AGENDA – 6:00 p.m.
CITY COUNCIL REGULAR MEETING AGENDA – approximately 7:00 p.m.
www.covingtonwa.gov

Tuesday, May 28, 2024
7:00 p.m.

Covington City Hall
Council Chambers, 16720 SE 271st Street, Covington and
Telephonically/Virtually via Zoom Platform

Note: Council will interview applicants for the Arts Commission and Youth Council beginning at 6:00 p.m.

In compliance with state law, city council special and regular meetings will be held in a hybrid format with in-person, telephonic, and virtual options for public viewing and participation.

These special and regular meetings will be held in-person and virtually/telephonically as follows:

Join In Person: Covington City Hall, Council Chambers, 16720 SE 271st Street, Covington, WA 98042

Join Online: https://us02web.zoom.us/j/89002439681?pwd=VXBiWmVnSXdYVDJMbEJiVGg2WlRhZz09
Passcode: CovCouncil

Join by Phone: 253-215-8782
Webinar ID: 890 0243 9681
Passcode: 5108335955

CALL CITY COUNCIL REGULAR MEETING TO ORDER

CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

REPORTS OF COMMISSIONS

- Economic Development Council
- Youth Council
- Arts Commission
- Equity, Cultural, and Social Justice Commission
- Human Services Commission
- Parks & Recreation Commission
- Planning Commission

PUBLIC COMMUNICATION - NONE

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to City Council, not the audience or staff. Comments are to be related to city business. Comments are not intended for conversation or debate and are limited to four minutes per speaker. For attendees participating by Zoom, click the "raise hand" button. For attendees participating by phone, dial *9 to raise your hand. Once the City grants permission to speak, press "unmute" in Zoom or dial *6 to "unmute" by phone.

NOTICE: Campaigning for any ballot measure or candidate at city hall or during council meetings, including public comments, is PROHIBITED by state law, RCW 42.17A.555.

APPROVE CONSENT AGENDA

C-1. Minutes: May 14, 2024 Special Meeting Minutes and May 14, 2024 Regular Meeting Minutes (Bates)
C-2. Vouchers (Parker)
C-3. Appoint Voting Delegate for Association of Washington Cities 2024 Annual Business Meeting (Council)

PUBLIC HEARING

1. Receive Public Testimony and Consider an Ordinance Adopting and Renewing Interim Zoning Regulations Related to Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters in Response to HB 1220 (Lyons)

NEW BUSINESS

2. Consider Appointments to Youth Council (Council)
3. Consider Appointments to Arts Commission (Council)
4. 2024 First Quarter Financial Report (Parker)
5. Consider Resolution to Amend Chapter 2.50 CMC to Update Emergency Management Procedures (Bolli)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

PUBLIC COMMENT See guidelines on public comments in first Public Comment section above

EXECUTIVE SESSION – if needed

ADJOURN

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