



CITY COUNCIL REGULAR MEETING AGENDA

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**Tuesday, June 13, 2023
7:00 p.m.**

**Covington City Hall
Council Chambers, 16720 SE 271st Street, Suite 100, Covington and
Telephonically/Virtually via Zoom Platform**

Note: A Special Meeting 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/87508488788?pwd=w8rXRmRnFe4BjEq9ORXFftJibMTaoS.1>
Passcode: CovCouncil

Join by Telephone: 253-215-8782
Webinar ID: 875 0848 8788
Passcode: 9559520229

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- Presentation on Kingfisher Battery Energy Storage System (BESS) Proposal for Outside City Limits (Kingfisher, Tenaska, Strategies 360, Puget Sound Regional Fire Authority)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. For attendees participating virtually, click the "raise hand" button in Zoom. For attendees participating by phone, dial *9 to raise your hand. Once the City grants you permission to speak, press "unmute" if participating virtually or dial *6 to "unmute" if participating by phone.

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

APPROVE CONSENT AGENDA

- C-1. Minutes: May 9, 2023 Special Meeting; May 9, 2023 Regular Meeting Minutes; and May 23, 2023 Special & Regular Meeting Minutes (Bates)
- C-2. Vouchers (Parker)
- C-3. Authorize City Manager to Execute Amendment No. 6 to Professional Services Agreement (CAG 082-2021) with The Watershed Company for Design Related Services for Jenkins Creek Park (Sajda)

- C-4. Authorize City Manager to Execute a Covington Water District Developer Extension Application and Agreement for the New Maintenance Facility (Vondran)
- C-5. Resolution to Authorize City Manager to Execute an Amendment to the Existing Client Agreement with Sonitrol Pacific to Expand the Existing Silent Alarm System (Bates)

NEW BUSINESS

1. Consider Resolution Adopting Six-Year 2024-2029 Transportation Improvement Program (TIP) (Lindskov)
2. Discuss Selection of Citizen and Honorary Citizen of the Year (Bolli)
3. Consider Resolution Adopting the 2024 Work Plan and 2024 Operating Budget for South King Housing and Homelessness Partners (Hernandez-Banderas)
4. Consider Authorizing City Manager to Award and Execute a Contract with Rodarte Construction Inc. for the SoCo Park Phase 1 Improvements Project (CIP 1019) (Newton)
5. Consider Resolution to Change Age Requirements for the Covington Youth Council (Ball)
6. Consider Appointing an Additional Voting Delegate for Association of Washington Cities 2023 Annual Business Meeting (Council)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION

- To Discuss Real Estate Acquisition Pursuant to RCW 42.30.110(1)(b)

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: June 13, 2023

SUBJECT: APPROVAL OF MINUTES: MAY 9, 2023 CITY COUNCIL SPECIAL MEETING – JOINT STUDY SESSION WITH CEDC & CHAMBER BOARD MINUTES; MAY 9, 2023 CITY COUNCIL REGULAR MEETING MINUTES; AND MAY 23, 2023 CITY COUNCIL SPECIAL MEETING (INTERVIEW) AND 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 May 9, 2023 City Council Special Meeting – Joint Study Session with CEDC & Chamber Board Minutes; May 9, 2023 City Council Regular Meeting Minutes; and May 23, 2023 City Council Special Meeting (Interview) and Regular Meeting Minutes.

**City of Covington
City Council Special Meeting
Joint Study Session with Covington Economic Development Council and Covington
Chamber of Commerce Board of Directors Minutes
Tuesday, May 9, 2023**

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

The Special Meeting - Joint Study Session with Covington Economic Development Council and Covington Chamber of Commerce Board was called to order Tuesday, May 19, 2023, at 6:02 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Debra Hartsock, Elizabeth Porter, Kristina Soltys, and Sean Smith.

CHAMBER OF COMMERCE BOARD OF DIRECTORS PRESENT:

Jean Wall, Scott Beusch, and Regan Bolli.

CHAMBER OF COMMERCE BOARD OF DIRECTORS ABSENT:

Bridget O'Connor, George Fraiser, Pat Hanis, Lori Paxton, Mark Smith, Denzel Jones, and Tamara Paul.

ECONOMIC DEVELOPMENT COUNCILMEMBERS PRESENT:

Josh Lyons, Kalen Privatsky, Scott Beusch, Lavonne Dideon, Kathy Fosjord, Kevin Grossman (arrived @ 6:18 p.m.), Damandeep Khatra (via Zoom).

ECONOMIC DEVELOPMENT COUNCILMEMBERS ABSENT:

Brogan Adams, Rod Meyers, and Justin VanLandschoot.

STAFF PRESENT:

City Manager Regan Bolli, IT Desktop Support Coordinator Cole Rowley, and City Clerk/Executive Assistant Krista Bates.

Mayor Wagner called the joint study session to order.

ITEMS FOR DISCUSSION:

1. Downtown Association.

Co-Chair Josh Lyons gave the report on this item.

Comments were provided and questions were asked with discussion following.

2. Business2Business.

Co-Chair Josh Lyons provided an overview of Business2Business.

3. Committees.

Co-Chair Josh Lyons provided an overview of the committees.

4. Discussion Question: What is your 20-year vision for the commercial identity of Covington and more specifically our downtown?

Co-Chair Josh Lyons started the discussion on this item.

City Councilmembers, Economic Development Councilmembers, and Chamber Boardmembers joined in the discussion of this item.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:01 p.m.

Prepared by:

Submitted by:

Joan Michaud
Sr. Deputy City Clerk

Krista Bates
City Clerk/Executive Assistant

**City of Covington
Regular City Council Meeting Minutes
Tuesday, May 9, 2023**

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.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, May 9, 2023, at 7:05 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Debra Hartsock, Elizabeth Porter, Kristina Soltys, and Sean Smith.

STAFF PRESENT:

City Manager Regan Bolli, Covington Police Chief Adam Easterbrook, Public Works Director Don Vondran (via Zoom), Community Development Director Salina Lyons (via Zoom), Finance Director Casey Parker (via Zoom), City Attorney Mark Orthmann (via Zoom), 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 presented.

PUBLIC COMMUNICATION:

- Heather Thomasson with MultiCare along with several nurses accepted the Nurses Month Proclamation for May 2023
- Malia Malnati & Nikki Martin, Real Kids Learning, accepted the Provider Appreciation Day Proclamation for May 12, 2023.
- Chad Vaculin, Housing Development Consortium of Seattle-King County, (via Zoom) accepted the Affordable Housing Week Proclamation for May 7-13, 2023.
- Sheriff Patti Cole-Tindall, King County Sheriff's Office, accepted the Peace Officers Memorial Day Proclamation for May 9, 2023.
- City Engineer Bob Lindskov accepted the National Public Works Week Proclamation for May 21-27, 2023.

PUBLIC COMMENT:

Mayor Wagner called for public comments from the public.

The following members of the public spoke: Walt Stockla, Covington resident, and David Wright, King County Library System.

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

APPROVE CONSENT AGENDA:

- C-1. Minutes: City Council April 11, 2023 Regular Meeting Minutes.
- C-2. Vouchers: Vouchers #45455 - #45523, including ACH payments and electronic funds transfers in the amount of \$1,081,500.25 dated April 21, 2023; and Paylocity Payroll Voucher #1017628909 - #1017628926 inclusive, plus employee direct deposits and wire transfers, in the amount of \$327,160.64, dated April 28, 2023.
- C-3. Acceptance of 212th Drainage Improvement Project.
- C-4. Authorize City Manager to Increase the Contract Maximum for the Tamarack Rehabilitation Project.
- C-5. Authorize City Manager to Execute a Covington Water District Meter Installation Application and Agreement, and Time and Material Authorization Agreement for Water Service at Founders Park.

The consent agenda was approved as presented.

PUBLIC HEARING:

- 1. Receive Public Testimony on Proposed Six-Year 2024-2029 Transportation Improvement Program (TIP).

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

Mayor Wagner called for public comments for the public hearing.

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

Councilmembers provided comments and asked questions, and Mr. Lindskov and Mr. Bolli provided responses.

NEW BUSINESS:

- 2. Appoint Voting Delegate for the 2023 Puget Sound Regional Council General Assembly.

Council Action: Councilmember Cimaomo moved and Councilmember Harjehausen seconded to appoint Mayor Jeff Wagner as the voting delegate to represent the City of Covington at the 2023 General Assembly. 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 attending.

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

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:05 p.m.

Prepared by:

Submitted by:

Joan Michaud
Sr. Deputy City Clerk

Krista Bates
City Clerk/Executive Assistant

**City of Covington
Special and Regular City Council Meeting Minutes
Tuesday, May 23, 2023**

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

Due to an emergency, city hall was evacuated at 6:10 p.m. The city council special meeting was adjourned to the parking lot outside of city hall at 6:25 p.m. where the scheduled interview took place until the fire department declared that the building was safe. The council then went into recess and reconvened in council chambers.

INTERVIEWS: The Council conducted an interview for the Parks & Recreation Commission from 6:25 to 6:40 p.m. Candidate interviewed: Conni Elliott. Applicant for Equity, Cultural and Social Justice Commission, Rachiah Whipple, and applicant for Youth Council, Abigail Castillo, were unable to attend their scheduled interviews.

The Regular Meeting of the City Council of the City of Covington was called to order Tuesday, May 23, 2023, at 7:00 p.m., with Mayor Wagner presiding.

COUNCILMEMBERS PRESENT:

Jeff Wagner, Joe Cimaomo, Jennifer Harjehausen, Debra Hartsock, Elizabeth Porter, Sean Smith, and Kristina Soltys.

STAFF PRESENT:

City Manager Regan Bolli, Covington Police Chief Adam Easterbrook, Public Works Director Don Vondran (via Zoom), Community Development Director Salina Lyons, Finance Director Casey Parker, City Attorney Mark Orthmann (via Zoom), Information Technology Manager Mayson Morrissey, 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 items 3 and 4.

PUBLIC COMMUNICATION:

- Holli Cocci, Gordon Thomas Honeywell Government Relations, gave an End of Session Legislative Report.

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: April 25, 2023 City Council Special Meeting (Interviews) and Regular Meeting Minutes.
- C-2. Vouchers: Vouchers #45524 - #45583, including ACH payments and electronic funds transfers in the amount of \$655,216.96 dated May 5, 2023; and Paylocity Payroll Voucher #1017703605 - #1017703624 inclusive, plus employee direct deposits and wire transfers, in the amount of \$354,054.10, dated May 12, 2023.
- C-3. Authorize City Manager to Execute an Interlocal Agreement Between City of Covington and City of Maple Valley for Covington to Provide Lifeguard Training Services.
- C-4. Authorize City Manager to Execute a Right of First Refusal Agreement for Parcel #3622059088 that is Adjacent to Founders Park.
- C-5. Authorize City Manager to Execute a Lease Extension with Modern Building Systems for the Maintenance Facility.
- C-6. Authorize City Manager to Execute a Project Design Agreement with Puget Sound Energy (PSE) for the Design of Undergrounding the Power Distribution System on SR 516 from 185th Avenue SE to 192nd Avenue SE (CIP 1128).
- C-7. Authorize City Manager to Execute Local Agency Agreement Supplement Number 8 with Washington State Department of Transportation, Which Moves Connecting Washington Funds Into Phase 2 Construction of the Covington Connector Project (CIP 1201).

The consent agenda was approved as presented.

REPORTS OF COMMISSIONS:

Economic Development Council – No report.

Youth Council – No report.

Arts Commission – Chair Patti Melton gave the report.

Equity, Cultural, and Social Justice Commission – Chair David Scalabrini gave the report.

Human Services Commission – Chair Jessica Kirkland (via Zoom) gave the report.

Parks & Recreation Commission – No report.

Planning Commission – Vice Chair David Caudle gave the report.

PUBLIC HEARING:

- 1. Receive Public Testimony and Consider Ordinance Adopting and Renewing Interim Zoning Regulations Related to Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters in Response to HB 1220; Adding New Sections to Chapter 18.20 CMC; Amending CMC 14.30.040, CMC 18.20.1305, CMC 18.25.030, and CMC 18.31.080 for a Period of Six Months.

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

Mayor Wagner called for public comments for the public hearing.

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

ORDINANCE NO. 03-2023

AN ORDINANCE OF THE CITY OF COVINGTON, WASHINGTON, RENEWING ORDINANCE NO. 14-2022, WHICH RENEWED AND ADOPTED INTERIM ZONING REGULATIONS RELATED TO PERMANENT SUPPORTIVE HOUSING, TRANSITIONAL HOUSING, EMERGENCY HOUSING, AND EMERGENCY SHELTERS IN RESPONSE TO HB 1220; AMENDING CMC 14.30.040, CMC 18.20.018, CMC 18.20.032, CMC 18.20.034, CMC 18.20.052, CMC 18.25.030, AND CMC 18.31.120, FOR A PERIOD OF SIX MONTHS; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; REQUIRING A PUBLIC HEARING; AND SETTING AN EFFECTIVE DATE.

Council Action: Councilmember Porter moved and Councilmember Soltys seconded to approve the proposed Ordinance No. 03-2023 that renews Ordinance 04-2022 Interim Zoning Regulations related to HB 1220 requirements for permanent supportive housing, transitional housing, emergency housing, and emergency shelters for a period of six months. **Vote: 7-0. Motion carried.**

NEW BUSINESS:

2. Consider Re-Appointment to Arts Commission.

Council Action: Councilmember Harjehausen moved and Councilmember Porter seconded to appoint Andrea Eckart to fill Position No. 4 on the Arts Commission with a term expiring May 31, 2026. **Vote: 7-0. Motion carried.**

3. Consider Appointment to Youth Council. (Removed from the agenda.)

4. Consider Appointment to Equity, Cultural, and Social Justice Commission. (Removed from the agenda.)

5. Consider Appointment to Parks & Recreation Commission.

Council Action: Councilmember Hartsock moved and Councilmember Cimaomo seconded to appoint Conni Elliott to fill Position No. 2 on the Parks & Recreation Commission with a term expiring January 31, 2026. **Vote: 7-0. Motion carried.**

6. Appoint Voting Delegate(s) for Association of Washington Cities 2023 Annual Business Meeting.

Council Action: Councilmember Harjehausen moved and Councilmember Cimaomo seconded to appoint Mayor Jeff Wagner and Councilmember Debra Hartsock as the voting delegates to represent the City of Covington at the 2023 Association of Washington Cities Annual Business Meeting. Vote: 7-0. Motion carried.

7. 2023 First Quarter Financial Report.

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

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

FUTURE AGENDA ITEMS:

Council discussed future agenda items.

There was Council consensus to remove item from the June 13 agenda related to discussion about drug possession and use.

There was Council consensus to place an item on a future agenda for a presentation about transit from King County Metro.

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 8:32 p.m.

Prepared by:

Submitted by:

Joan Michaud
Sr. Deputy City Clerk

Krista Bates
City Clerk/Executive Assistant

Consent Agenda Item C-2

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers #45584 - #45658, including ACH payments and electronic funds transfers in the amount of \$1,674,096.05 dated May 19, 2023; and Paylocity Payroll Voucher #1017784441 - #1017784452 inclusive, plus employee direct deposits and wire transfers, in the amount of \$324,739.41, dated May 26, 2023.

PREPARED BY: Casey Parker, Finance Director

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

Councilmember _____ moves, Councilmember _____ seconds, to approve for payment Vouchers: Vouchers #45584 - #45658, including ACH payments and electronic funds transfers in the amount of \$1,674,096.05 dated May 19, 2023; and Paylocity Payroll Voucher #1017784441 - #1017784452 inclusive, plus employee direct deposits and wire transfers, in the amount of \$324,739.41, dated May 26, 2023.

Consent Agenda Item C-3

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT 082-2021 WITH THE WATERSHED COMPANY FOR DESIGN RELATED SERVICES FOR JENKINS CREEK PARK.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Amendment No. 6
2. Agreement 082-2021 and Amendment Nos. 1, 2, 3, 4, and 5

PREPARED BY: Jonathan Sajda, Parks Project Manager

EXPLANATION:

The City of Covington has contracted with The Watershed Company to create a main park entrance off SE Wax Road providing the much-needed street visibility, parking, and access to leverage community use of the greater 22-acre park. The original agreement (082-2021) and previous amendments are attached.

Amendment No. 6 addresses necessary supplemental funding to 082-2021 for construction management services associated with construction of the main park entrance and parking lot at Jenkins Creek Park.

FISCAL IMPACT:

The cost of Amendment No. 6 is \$297,582.81 and, if approved, would bring the total amount to \$599,584.13. This amount is included in the city's approved budget.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

**Councilmember _____ moves, Councilmember _____ seconds,
to authorize the city manager to execute Amendment No. 6 to Professional Services
Agreement 082-2021 with The Watershed Company for design related services for
Jenkins Creek Park.**

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

**AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 6") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, as amended by Amendment Nos. 1, 2, 3, 4, and 5 as follows:

- I. AMENDED SERVICES.** The Services, as described in Exhibit A-6 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-6 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 \$297,582.81. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$599,584.13. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. 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.

[Signature Page Follows]

CONTRACTOR:	CITY OF COVINGTON:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: Amber Mikluscak	Print Name: Regan Bolli
Its: Principal	Its: City Manager
DATE: _____	DATE: _____

PROFESSIONAL SERVICES AGREEMENT
between the City of Covington and
The Watershed Company

This Professional Services Agreement (“Agreement”) is made between the City of Covington (“City”), a Washington municipal corporation, and The Watershed Company (“Contractor”), a corporation, also individually referred to as a “Party” and together as the “Parties.” The Parties agree as follows:

I. DESCRIPTION OF SERVICES.

Contractor shall perform the following services for the City: design related services for Jenkins Creek Park as more specifically described in Exhibit A (the “Services”), which is attached hereto and incorporated by this reference.

- A. Contractor represents that the Services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement.
- B. The Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality, or the ease of its discovery.

II. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services specified in this Agreement, but in any event no later than February 28, 2023 (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.

III. COMPENSATION.

The City shall pay Contractor a total amount not to exceed \$233,798.00 for the Services described in this Agreement. The Contractor shall provide its W-9 to the City concurrent with the execution of this Agreement. The Contractor shall invoice the City monthly based on time and materials incurred during the preceding month. The method of compensation for Contractor’s services shall be as delineated in the attached and incorporated Exhibit A. All rates and/or other methods of compensation shall remain locked at the negotiated rates throughout the Term of this Agreement. Except as otherwise provided in A, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

IV. INDEPENDENT CONTRACTOR.

The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section III of this Agreement. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

V. TERMINATION.

Either Party may terminate this Agreement, with or without cause, upon providing the other Party thirty (30) days' written notice to the addresses set forth in the signature block of this Agreement. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

VI. DISCRIMINATION.

In all Contractor services, programs, activities, hiring, and employment made possible by or resulting from this Agreement, Contractor and its employees, agents, and subcontractors shall not discriminate in violation of and at all times shall comply with Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and may result in ineligibility for further City agreements.

VII. INDEMNIFICATION.

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City; however, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE.

- A. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, or employees.
- B. No limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types and coverage described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with

respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services.

H. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

J. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether

such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

IX. COMPLIANCE WITH LAWS AND CONTRACTOR'S WORK AND RISK.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those Services. All Services shall be performed at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City's request.


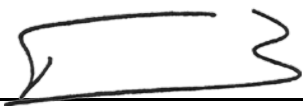
XI. MISCELLANEOUS PROVISIONS.

- A. Non-Waiver of Breach and Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by

law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Agreement.

- C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the email and/or physical addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Email notice shall become effective at the date and time it is received by the City. Any physical written notice shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be later specified in writing pursuant to this Section.
- D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.
- E. Interpretation and Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- G. Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 RCW, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.
- H. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.
- I. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

CONTRACTOR: By: <u></u> (signature) Print Name: Hugh Mortensen Its: President DATE: <u>12/01/2021</u>	CITY OF COVINGTON: By: <u></u> (signature) Print Name: Regan Bolli Its: City Manager DATE: <u>11/24/2021</u>
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NOTICES TO BE SENT TO: CONTRACTOR: Hugh Mortensen The Watershed Company 750 6 th St. S Kirkland, WA 98033 (425) 822-5242 hmortensen@watershedco.com Amber Mikluscak The Watershed Company 750 6 th St. S Kirkland, WA 98033 (425) 822-5242 amikluscak@watershedco.com Lucas Vannice The Watershed Company 750 6 th St. S Kirkland, WA 98033 (425) 822-5242 LVannice@watershedco.com	NOTICES TO BE SENT TO: CITY OF COVINGTON: Ethan Newton City of Covington 16720 SE 271 st Street, Suite 100 Covington, WA 98042 (253) 480-2400 (telephone) enewton@covingtonwa.gov
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EXHIBIT A
SCOPE OF WORK

Abbreviations

The following abbreviations are referred to throughout this scope of services.

NTP	Notice to Proceed
PDF	Portable Document Format
PS&E	Plans, Specifications, and Estimates
QA/QC	Quality Assurance / Quality Control
ROW	Right-of-way
SCOPE	Scope of Services
TBD	To be Determined
WSDOT	Washington State Department of Transportation

Project Description

The City of Covington Parks and Recreation (City) has established the Jenkins Creek Park Entrance and Parking Improvements (Project) in Covington, Washington. This project has been identified by the City as an important improvement because no on-site parking is currently available at the park which is a significant barrier to access.

The Watershed Company and its teaming partners (Consultant) have been assembled to respond directly to the City's need.

General Assumptions

The following are general project assumptions for the Scope.

1. This Scope is assumed to be completed as noted in the schedule below. The Consultant's ability to meet this schedule is contingent upon timely receipt of information and/or comments from the City of Covington.
2. Plans and specifications will be in accordance with the City's standards at the time of Scope Approval and the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
3. Consultant deliverables will be provided as hard copies or electronically by email in PDF or MS Office compatible format and/or "native" format of the software program used.
4. The City may supplement staffing needs with experts in particular subject matters to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of the City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
5. Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
6. Coordination by the Consultant with outside agencies, groups, or individuals will receive advance approval by the City.
7. Changes in the detail of work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.

8. This Scope assumes access permission for the project will be obtained by the City.
9. The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party that is retained by the City. The Consultant will work with the City to the greatest extent feasible to maintain overall Project schedule.
10. English units will be used for all project documents.
11. The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
12. Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
13. A single round of City review and comment response cycle is assumed for each deliverable. However, the Consultant is responsible for the “completeness” of responses; and, subsequent “review and comment” response cycle(s) to address “completeness” of the responses is not considered out of Scope. The completeness will be determined by comments’ resolution as “closed comments,” agreed by all parties.
14. After the first round of review comments is closed, additional comments Consultant receives shall be considered as Consultant’s additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.
15. If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
16. If needed, the Consultant will use the following computer software in the performance of the design work for this contract:
 - a. Graphic software: Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Lumion
 - b. CAD software: AutoCAD and Civil 3D per City standards
 - c. Scheduling software: Microsoft Project

Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions on City standard procedures for plan preparation.

The following services will be performed by the City:

- City will provide available as-built plans, park records, previous study findings, etc.
- City will provide meeting location/conference room for all stakeholder meetings throughout the life of this contract.
- City project manager will participate in all meetings throughout life of contract.
- Review and comment on all deliverables outlined in contract.

Schedule: The project schedule milestones are shown below based on a 19-month delivery. A more detailed schedule will be developed after discussion between the City and Consultant.

Data Collection and Field Verification	Consultant NTP + 30 Calendar Days
Develop Concept Design Alternatives	Consultant NTP + 58 Calendar Days
Consolidated Comments received from City	Consultant NTP + 99 Calendar Days
Final Concept Design	Consultant NTP + 106 Calendar Days
Pre-application Review with City	Consultant NTP + 113 Calendar Days
30% PS&E	Consultant NTP + 142 Calendar Days
Consolidated Comments received from City	Consultant NTP + 151 Calendar Days
60% PS&E	Consultant NTP + 210 Calendar Days
Consolidated Comments received from City	Consultant NTP + 217 Calendar Days
Environmental Documentation & Permitting	Consultant NTP + 337 Calendar Days
Consolidated Comments received from City	Consultant NTP + 344 Calendar Days
90% PS&E	Consultant NTP + 367 Calendar Days
Consolidated Comments received from City	Consultant NTP + 374 Calendar Days
100% PS&E	Consultant NTP + 387 Calendar Days
Consolidated Comments received from City	Consultant NTP + 394 Calendar Days
Bid Support and Coordination (as-needed)	Consultant NTP + 436 Calendar Days
Construction Administration (as-needed)	Consultant NTP + 577 Calendar Days

Scope of Work

Tasks included in current fee proposal:

- Task 1 – Project Management
 - Task 1.1 – Project Management Plan
 - Task 1.2 – Project Kick-off and Coordination
 - Task 1.3 – Subconsultant Coordination
 - Task 1.4 – Project Monitoring and Reporting
 - Task 1.5 – Quality Assurance / Quality Control Review
- Task 2 – Data Collection and Field Verification
- Task 3 – Early Works Package
- Task 4 – Concept Design Alternatives
- Task 5 – Design Services
 - Task 4.1 – 30% PS&E
 - Task 4.2 – 60% PS&E
 - Task 4.3 – 90% PS&E
 - Task 4.4 – 100% PS&E (Bid Set)
- Task 6 – Environmental Documentation & Permitting

Additional services not included in current fee proposal:

- Task 7 – Bid Support and Coordination
- Task 8 – Construction Administration
- Task 9 – Additional Design Services

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Task 1.1 – Project Management Plan

This Task includes preparation of a Project Management Plan to direct and define the analysis and decision-making process required to complete the project. The plan will include these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project

Deliverables:

- Project Management Plan will be submitted to the City project manager in electronic (PDF) format at the beginning of the project, and subsequently upon request.
- Drafts of Consultant's standard meeting agenda and meeting minute templates.

Task 1.2 – Project Kick-off and Coordination

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate execution of the Project and meet periodically with the City project manager and staff. Tasks include:

- Attend a kickoff meeting at the beginning of the Project
- Meet with the City project manager and/or staff periodically as specified in assumptions below, including review coordination of the draft and final project documents.

Assumptions:

- Internal project team coordination meetings will be held on a weekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the Principal-in-charge and City project manager, if needed.
- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project.

Deliverables:

- Meeting agendas in electronic format (PDF) as needed.
- Meeting minutes in electronic format (PDF) as needed.

Task 1.3 – Subconsultant Coordination

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which should obtain the City's approval in advance.

Task 1.4 – Project Monitoring and Reporting

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

Deliverables:

- Monthly Invoices and Progress Reports emailed to the City in electronic (PDF) format.
- Monthly updates to Project delivery schedule in electronic (PDF) format.

Assumptions:

- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.

Task 1.5 – Quality Assurance / Quality Control Review

This task is for Quality Assurance / Quality Control (hereafter as QA/QC) of Consultant work by a designated QA/QC staff member of the Consultant team. QA/QC will be performed in accordance with the Consultant's in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

Assumptions:

- Consultant will be responsible for the quality of the Subconsultant deliverables.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City's expectations, identifying and making corrective action(s), if needed.

Task 2 – Data Collection and Field Verification

The City will provide for use by the Consultant all relevant reports, studies, plans, and surveys pertinent to the Project including but not limited to as-built drawings, critical areas report, cultural resources assessment, grant applications, Environmental Assessment, and topographic survey.

A site visit of the subject parcel will be conducted by the Consultant with the City to verify the information shown in the documents from the City and to document any additional or missing information.

Consultant will provide a geotechnical engineering and technical report. This document will provide geotechnical information about the site and will provide design parameters to inform structural and civil design constraints, and the feasibility of infiltrating stormwater on-site.

Consultant will provide additional cultural resources assessment on the portion of the subject parcel west of Jenkins Creek to ascertain any cultural resources on the western portion of the property.

Assumptions:

- No traffic control evaluations or measures are anticipated.
- The City will provide the available existing information in electronic working file formats (Word, Excel, CAD, JPG, SHP, etc.) as feasible. All other information can be provided in electronic PDF format.
- No additional survey or mapping will be necessary and the existing survey will be sufficient.
- On-site visual confirmation is limited to items that are above ground, visually apparent, and identifiable as the noted utility or item from the City.
- Consultant will provide support in the development of right-of-way plan sheets or Exhibits as part of defining temporary construction easements or permanent improvements that may be needed as part of the project. This information will be documented on the Frontage Improvements Plan under Task 5. Legal services regarding rights-of-way and easement acquisitions will be provided or coordinated by the City.
- The City will furnish any as-built drawings prior to commencement of the field verification. The Consultant will report major discrepancies between site visit and as-built drawings to the City to determine appropriate action.

Deliverables:

- A brief field visit report describing and documenting overall existing conditions of the site and any discrepancies from the existing documents submitted to the City Project Manager in electronic (PDF) via email.
- Photos of the site conditions for inclusion in future reports and to inform future concept designs.
- Geotechnical Engineering and Technical Report
- Updated Cultural Resources Assessment

Task 3 – Early Works Package

The Consultant will provide a plan, specifications, and cost estimate (PS&E) for an early works package. This package will serve as the bid package contract documents to facilitate the demolition of on-site structures and impervious surfaces. This will likely include a survey, demolition plan, and project

specifications. It is anticipated that a hazardous materials consultant and archaeological monitor will be required for this scope of work. The consultant will apply for a demolition permit for this phase of work.

Assumptions:

- The existing project survey will be sufficient for this scope.
- The City will manage the bidding process including invitations to bid, issuing addenda, holding pre-bid meetings, and selecting a contractor. The Consultant will attend the pre-bid meeting.
- It is assumed that all existing utilities on-site will be capped and left on-site in a secure manner approved by utility owner. No utility disconnect fees are included.

Deliverable:

- Early Work package including plans, specifications, and cost estimate.

Task 4 – Concept Design Alternatives

The Consultant will use previously completed documents and reports as a starting point for this phase. The goal is to understand any program changes from the City since the grant application and identify additional design studies as-needed. A Design Program will be prepared based on previously completed documents and any program changes. Following the Design Program, a Site Analysis will be completed to vet the programming elements against existing opportunities and constraints of the site. It is anticipated that this phase will include up to three concept-level options for modifying the existing parking area concept as it relates to the connection to the 180th Ave SE frontage and up to two concept-level options for modifying the street end of SE 267th to improve the existing connection between the subject parcel and the existing bridge over Jenkins Creek. Concept Design Alternatives and Rough Order of Magnitude (ROM) Cost Estimates will be included at this phase. Once a preferred Design Alternative is selected, the Consultant will attend one pre-application meeting with the City

Assumptions:

- Previously completed documents include the 2018 Master Plan and 2020 grant assistance documentation.
- Up to three concept-level options for modifying the existing parking area concept as it relates to the connection to the 180th Ave SE frontage will include:
 - Design 180th Ave SE far enough to allow the existing concept to work as currently designed.
 - Keep 180th Ave SE in its existing condition and modify the existing concept accordingly.
 - Keep 180th Ave SE in its existing condition, modify the existing concept accordingly, and allow for future connection when 180th Ave SE gets improved.
- Up to two concept-level options for modifying the existing street end of SE 267th as it relates to the connection to the park:
 - Minimum code / design requirement
 - Preferred placemaking alternative
- The City will provide the consultant with the minimum code and / or design standard requirements for the SE 267th street end and street frontage improvements, and dialog will

occur throughout the duration of this phase to ensure the design is progressing according to City standards.

- The Consultant will coordinate design with adjacent right-of-way storm water improvements.
- The Consultant will provide Concept Design Alternatives with comparison narrative to the City. When alternatives are being considered or decisions are being made, the City will make final decisions.
- Each Concept Design Alternative will only be pursued as long as it is a viable option for project implementation. If an alternative (listed above) is determined by agreement of the Consultant team and City project manager to no longer be viable, such as due to cost or other issue, the decision will be recorded in the Project Change Log and further development of the design option will cease.
- Once the preferred Concept Design is identified, further development of other alternatives will cease.
- The pre-application meeting is anticipated to be in-person and be attended by the Consultant landscape architect and civil engineer.

General Sequence of events:

1. Review previously completed documents and reports and discuss alternatives with the City.
2. Prepare Design Program
3. Complete Site Analysis
4. Review findings with Parks & Recreation Commission.
5. Develop Concept Design Alternatives with associated ROM cost estimates based on feedback from City.
6. Review Concept Design Alternatives with Parks & Recreation Commission and select preferred option.
7. Revise Concept Design Alternative for preferred option selected by Parks & Recreation Commission.
8. Present preferred Concept Design to Parks & Recreation Commission, then City Council.
9. Identify preferred Concept Design and associated ROM cost estimate.
10. Attend one in-person pre-application meeting with the City.

Deliverables:

- Design Program
- Site Analysis
- Concept Design Alternatives with associated ROM cost estimates and comparison narrative.
- Final Concept Design with associated ROM cost estimate.
- 2 presentations to Parks & Recreation Commission
- 1 presentation to City Council
- 1 Pre-application with City

Task 5 – Design Services

The Consultant will provide Design Services and plans, specification, and estimates (PS&E) for four milestones: 30%, 60%, 90%, and 100%/Bid.

Each plan set submittal shall provide a graphic description of the proposed project improvements with sufficient detail (reflective of associated milestone) to show proposed improvements including site improvement details, potential right-of-way needs, and impacts to environmental resources and utilities within the project limits.

Plans will be developed in AutoCAD using the topographic survey that shows right-of-way, existing utilities, and surface features. Plans will be developed using City drafting standards. Site plans will be drawn at 1"=40' or at a scale that will provide sufficient detail to communicate the improvements.

2022 WSDOT Standard Specifications will be used, and only Special Provisions will be drafted as part of the Project.

Cost estimates will use pricing references from the City, WSDOT, and other industry standard sources as necessary. Cost estimates will include appropriate values for escalation and an estimation of right-of-way improvements, if applicable.

Assumptions:

- The Plans are anticipated to consist of the following sections:
 - Cover page with vicinity map, legend, and general notes
 - Site Plan
 - Impacts and Mitigation Plan (provided at 60%)
 - Frontage Improvement Plan
 - Grading Plan
 - Materials Plan
 - Utilities Plan
 - Irrigation Plan (provided at 90%, 100%)
 - Lighting Plan
 - Planting Plan
 - Landscape Details
 - Civil Details
 - Structural Details
- Unless noted differently above, each plan development will iterate on the milestone schedule of 30%, 60%, 90%, and 100%.
- Comments received from the City's review of each milestone submittal will be incorporated into the subsequent milestone submittal. Comments on the 100% plan will be addressed in the Bid Set.
- Consultant will provide support in the development of right-of-way plan sheets or Exhibits as part of defining temporary construction easements or permanent improvements that may be needed as part of the project. This information will be documented on the Frontage Improvements Plan. Legal services regarding rights-of-way and easement acquisitions will be provided or coordinated by the City.

Task 5.1 – 30% PS&E

Plans will be provided as outlined above.

Specifications for 30% will include drafting of Division 1 and any Special Provisions will be outlined.

Consultant will prepare a draft estimate of Probable Construction Cost based on the Scope of Work and 30% drawings developed for the Project.

General Sequence of Events:

1. Consultant team prepares draft of 30% plans and specifications.
2. City reviews plans and specifications.
3. Consultant team makes revisions to plans and specifications.
4. Consultant team prepares cost estimate.
5. City Reviews cost estimate.

Deliverables:

- Draft 30% design plans (in Electronic PDF format) and specifications (MS Word)
- Final 30% design plans (in Electronic PDF format) and specifications (MS Word and PDF)
- Cost estimate (Excel and MS Word)

Task 5.2 – 60% PS&E

Plans will be provided as outlined above.

Specifications for 60% will include completion of Division 1 and any Special Provisions drafted.

Consultant will revise the draft estimate of Probable Construction Cost based on the Scope of Work and 60% drawings developed for the Project.

General Sequence of Events:

1. Consultant team prepares draft of 60% plans and specifications.
2. Environmental Consultant reviews plans for impacts and mitigation.
3. Consultant teams makes revisions accordingly.
4. City reviews plans and specifications.
5. Consultant team makes revisions to plans and specifications.
6. Consultant team prepares cost estimate.
7. City reviews cost estimate.

Deliverables:

- Draft 60% design plans (in Electronic PDF format) and specifications (MS Word)
- Final 60% design plans (in Electronic PDF format) and specifications (MS Word and PDF)
- Cost estimate (Excel and MS Word)

Task 5.3 – 90% PS&E

The Plans will be provided as outlined above, with sufficient detail to show proposed improvements for bidding purposes.

For 90% Specifications, Division 1 will be completed and revisions from the 60% review by the City will be incorporated.

Consultant will revise the draft estimate of Probable Construction Cost based on the Scope of Work and 90% drawings developed for the Project.

To comply with Chapter 13.25 Surface and Stormwater of the Covington Municipal code, a draft drainage report will be prepared.

General Sequence of Events:

1. Consultant team prepares draft of 90% plans and specifications
2. City reviews plans and specifications
3. Consultant team prepares cost estimate and drainage report
4. City Reviews cost estimate and drainage report

Deliverables:

- Draft 90% design plans (in Electronic PDF format) and specifications (MS Word)
- Draft 90% Cost estimate (Excel and MS Word)
- Draft drainage report

Task 5.4 – 100% PS&E (Bid Set)

The Plans will be provided as outlined above, with sufficient detail to show proposed improvements for bidding purposes.

For 100% Specifications, Division 1 and all Special Provisions will be completed.

Consultant will revise the draft estimate of Probable Construction Cost based on the Scope of Work and 100% drawings developed for the Project.

Consultant will revise the draft drainage report based on the Scope of Work and 100% drawings developed for the project.

Assumptions:

- Bid Advertisement will be by the Consultant and includes coordinating the bid documents with an online manager, getting the public advertisement(s) set up, managing any questions and Addenda that arise from Contractors, and then conducting the public bid opening.
- The City will pay for any bid posting or advertisement costs.

General Sequence of Events:

1. Consultant team prepares final 100% plans and specifications.
2. Consultant team prepares cost estimate and final drainage report.
3. City reviews final PS&E and drainage report.
4. Consultant team issues final Bid Documents for Advertisement.

Deliverables:

- Final 100% design plans (in Electronic PDF format) and specifications (MS Word)
- Final 100% Cost estimate (Excel and MS Word)
- Final drainage report

- Bid Document package

Task 6 – Environmental Documentation and Permitting

The Consultant will build on existing environmental documentation reports which identify potentially environmentally sensitive areas including wetlands and streams. The Consultant will perform field investigation to ensure the existing report matches field conditions. The Consultant will collaborate to ascertain and describe potential environmental and permitting requirements, including potential requirements related to cultural resources, as well as environmental and permitting requirements. The Consultant will identify the necessary environmental documentation to meet local, state, and federal requirements. Site visit findings and permitting requirements will be provided in an Environmental and Permitting Technical Memo. Consultant will apply for and track required pre-application meeting and permits.

Assumptions:

- Permission to access subject and adjacent parcels will have been obtained by the City prior to initiating field work.
- The Critical Areas Report prepared by Otak, Inc on July 22, 2021, will be sufficient for this project.
- This proposal assumes no direct impacts will be planned to wetlands or streams, and no state or federal permitting for critical area impacts will be needed.
- Previous studies have identified the presence of archaeologically important objects on the east side of Jenkins Creek, on the Project parcel. This proposal assumes state permitting may be necessary for the excavation anticipated within this area and is included in the scope.
- Long-term performance monitoring of any mitigation or restoration areas may be required by the City. We can provide a separate proposal for this service, if it becomes necessary.
- Construction-related permits will be obtained by the selected contractor.
- City of Covington permit review fees are not included in this scope.
- Assuming a stall count of less than 40 per City of Covington exemption, project will be categorically exempt from SEPA.
- Deliverables:
 - Draft Environmental and Permitting Technical Memo in electronic (PDF) format
 - Final Environmental and Permitting Technical Memo in electronic (PDF) format
 - State archaeological permit submittal materials, if necessary.
 - City of Covington permit submittal materials

Additive Alternate #1 for Additional Services (Not included in current fee proposal):

The following Additional Services are anticipated to be necessary following execution of the Scope above. If requested by the City, the Consultant can provide these Additional Services via Contract Amendment.

Task 7 – Bid Support and Coordination including:

- Review and assistance with bid addenda
- Track and respond to RFI's
- Ongoing project and subconsultant management through bid period, consistent with activities outlined in Task 1

Task 8 – Construction Administration including:

- Shop drawing review
- Track and respond to RFI's and submittals
- Design corrections as required
- Evaluation of Contractor change orders
- Weekly coordination meetings with the Contractor and City project manager
- Site visits and field observation reports
- Review of pay requests
- Ongoing project and subconsultant management through construction, consistent with activities outlined in Task 1

Task 9 – Additional Design Services

The Consultant will assist, at the discretion of the City, with additional design assistance and consultant services for future phases of Jenkins Creek Park.

11/9/2021	TOTAL CONSULTANT FEES (Labor and Expenses)
TASK	
Task 1: Project Management <ul style="list-style-type: none"> - Project management plan - Project kickoff and coordination - Subconsultant coordination - Project monitoring and reporting - QA/QC Review 	\$42,669
Task 2: Data Collection and Field Verification <ul style="list-style-type: none"> - Geotechnical exploration and reporting - Hazardous materials exploration and reporting - Archaeological investigation and reporting 	\$49,628
Task 3: Early Works Package <ul style="list-style-type: none"> - Demo bid package (PS&E) - Archaeological monitoring 	\$22,980
Task 4: Concept Design Alternatives <ul style="list-style-type: none"> - Design Program - Site Analysis - Concept Design Alternatives - Rough Order of Magnitude cost estimates 	\$12,215
Task 5: Design Services <ul style="list-style-type: none"> - 30% PS&E - 60% PS&E - 90% PS&E - 100% PS&E - Drainage Report 	\$87,012
Task 6: Environmental Documentation & Permitting <ul style="list-style-type: none"> - Critical areas report - Environmental and permitting technical memo - City permit submittal 	\$19,294
ADD ALTERNATE #1	
Task 7: Bid Support and Coordination <ul style="list-style-type: none"> - Review and assistance with bid addenda - Track and respond to RFIs 	\$13,017
Task 8: Construction Administration <ul style="list-style-type: none"> - Shop drawings review, track and respond to RFIs and submittals, design correction as required by field conditions, evaluation of Contractor change orders, weekly coordination meetings with Contractor and City project manager, Site visits (3x / week) and field observation reports, review of pay requests 	\$75,249
Task 1 - Task 6 Subtotal	\$233,798
Task 7 & Task 8 Subtotal	\$88,266
Total Project Cost	\$322,064

Company / Name, Title		Hourly Rate
WC	Amber Mikluscak, PLA, Principal-in-Charge	\$ 170
WC	Mark Daniel, AICP, Senior Planner	\$ 160
WC	Lucas Vannice, PLA, Landscape Architect, Project Mgr.	\$ 130
WC	Sam Payne, Ecologist	\$ 115
WC	Amanda Fleischman, Landscape Designer	\$ 107
WC	Amanda Fleischman, Landscape Designer	\$ 107
DCG	Quin Clements, Civil Principal	\$ 251
DCG	Matt Schmitter, Structural Principal	\$ 220
DCG	Steve Robert, Structural Principal	\$ 175
DCG	Joel Harkness, CAD Tech.	\$ 104
DCG	Carly McArdle	\$ 154
DCG	Lope Aben	\$ 113
DCG	Kris Keenan	\$ 106
EA	Dimitri Siaterlis, PM, PIC	\$ 200
EA	Scot Bartkoske, Sr. Electrical Engineer	\$ 170
EA	Curtis Smith, Designer	\$ 135
EA	Deanna Siaterlis, Jr. Engineer	\$ 100
PAN	Siew Tan, Principal Geotechnical Engineer	\$ 195
PAN	Project Geotechnical Engineer	\$ 145
PAN	Geologist	\$ 125
ASM	Principal Investigator	\$ 120
ASM	Senior Archaeologist	\$ 90
ASM	Associate Archaeologist	\$ 60
ASM	GIS Specialist	\$ 90
ASM	Word Processor	\$ 65
BERK	Jennifer Tippins	\$ 125
BERK	Annie Sieger	\$ 150
BERK	Project Associate	\$ 90

The Watershed Company (WC), Prime Consultant
 Davido Consulting Group (DCG), Civil & Structural Subconsultant
 Elcon Associates, Inc (EA), Electrical Subconsultant
 PanGEO, Inc (PAN), Geotechnical subconsultant
 ASM Affiliates, Inc (ASM), Archaeological Subconsultant

2021 Public Sector Fee Schedule

PERSONNEL	PER HOUR
President/Principal	\$165.00
Technical Director/Certified Industrial Hygienist (CIH).....	\$155.00
Construction Project Manager	\$135.00
Senior Associate/PM.....	\$130.00
<ul style="list-style-type: none"> • Certified Safety Professionals • Senior Geologist/Hydrogeologist • Civil Engineer/PE 	
Senior Industrial Hygienist/Certified Microbial Consultant (CMC).....	\$125.00
Senior Professional Staff	\$105.00
<ul style="list-style-type: none"> • EPA / AHERA Project Designer / AHERA Management Planner • Project Manager • Licensed Geologist/Hydrogeologist • Technical Services Coordinator 	
IH Technician.....	\$90.00
<ul style="list-style-type: none"> • Industrial Hygiene Technician • EPA / AHERA Building Inspector • Staff Geologist/Staff Engineer 	
CAD Technician	\$90.00
Industrial Hygiene Assistant/Design Coordinator	\$70.00
Administrative Manager	\$85.00
<ul style="list-style-type: none"> • Contracts Manager 	
Administrator	\$65.00
<ul style="list-style-type: none"> • Receptionist • Administrative Assistant • Word Processing 	

EQUIPMENT USE RATES

Equipment Name	Rate
Air Flow Meter	\$50.00 per day
Air-O-Cell Cassettes	\$10.50 each
Borescope	\$30.00 per day
Confined Space Monitor (4 Gas Meter).....	\$75.00 per day
Q Trak CO / CO ² / T/RH Monitor.....	\$50.00 per day
Hi-Volume Personal Air Pump	\$20.00 per day
Hi-Volume Pump (for Area Samples).....	\$12.50 per day
Hi-Volume Pump w/N-6 Impactor (for Particulate Monitoring).....	\$50.00 per day
ThermoFisher Infrared Camera	\$100.00 per day
Laser Particle Counter	\$50.00 per day
Lead Cassettes	\$2.50 each
Lo-Volume Personal Air Pump.....	\$25.00 per day
Moisture Meters	\$25.00 per day
PCM Cassettes	\$1.25 each
Photoionization Detector (organic vapors)	\$135.00 per day
PPE Tyvek	\$10.00 per day
Dust Trak Dust Monitor	\$60.00 per day
Rotometer	\$10.00 per day
Sound Level Meter.....	\$50.00 per day
TEM Cassettes	\$2.50 each
Temperature Meter.....	\$10.00 per day
XRF Spectrometer.....	\$125.00 per day
Hand Auger	\$50.00 per day
Water Level Meter.....	\$50.00 per day

OTHER TERMS AND CONDITIONS

Direct Expenses	Job-related expenses such as consumable materials, subcontractors or consultants, specialized equipment rental, or purchased services are rebilled at actual cost plus 10% for administration and handling.
Laboratory Services	Provided by contract with accredited laboratories, services are rebilled at the published price plus 20% for quality control, administration, and handling.
Special Rates	Special billing rates are negotiable for lump sum contracts and customized training services.
Payment Terms	Invoices are issued at the close of a job or monthly (progress billing) if the project exceeds 30 days. Terms are net 30 days; overdue accounts are subject to 1.5% monthly interest and collection charges.
Travel Expenses	Calculated and charged on a portal-to-portal basis at standard labor rates plus direct expenses as described above. Local transportation (mileage) is charged at the Internal Revenue Service (IRS) published rate for the date the service was performed (current published rate is \$0.56 per mile). Bridge Tolls will be charged at the incurred amount with no mark up.
Overtime Rate	Overtime hours are charged for all time in excess of 40 hours per week at the rate of 1.5 times the regular hourly rate.
Expert Witness	Time billed for expert witness testimony will be billed at the rate of 1.5 times the hourly billing rate.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 1") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, 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-1 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 \$14,213. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$248,011. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. 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.


[Signature Page Follows]

CONTRACTOR:By: 

(signature)

Print Name: Hugh Mortensen

Its: President

DATE: 06/15/2022**CITY OF COVINGTON:**By:  Ethan Newton, Parks and Recreation
Director / Acting City Manager for
City Manager Regan Bolli
06/14/2022

(signature)

Print Name: Regan Bolli

Its: City Manager

DATE: 06/14/2022

Exhibit A-1

SCOPE OF SERVICES

Amendment Description

This document serves as an amendment to the existing scope of work and increase in contract budget. All other contract assumptions and conditions apply.

Amendment 1 - Scope of Work

Task A1.1 – Update Jenkins Creek Park Master Plan

Consultant will update the approved 2018 Jenkins Creek Master Plan document and preferred concept to include the acquisition of parcel 3022069052 at 26708 180th AVE SE for future parking and trailhead.

Deliverables:

- Draft updated Master Plan for City review
- Final updated Master Plan for City approval

Assumptions:

- Updates to master plan document will be shown in published track changes.

Task A1.2 – Jenkins Creek Park Master Plan SEPA Checklist

Consultant will gather and update all necessary documentation for completion of the DRAFT Jenkins Creek Park Master Plan SEPA Checklist.

Deliverables:

- DRAFT SEPA checklist for City review
- Final SEPA checklist for City to facilitate SEPA process

Assumptions:

- The City of Covington will serve as the lead agency and will facilitate the SEPA process.
- The SEPA Checklist will address the master plan only, at the non-project level. Separate SEPA Checklists will be prepared for projects implementing the master plan in the future, as needed.

Task A1.3 – Early Works Package Construction Administration

Consultant to provide construction administration for the duration of the Early Works Package construction period.

Task could include, but not limited to:

- Post-abatement confirmation (subconsultant)
- Track and respond to RFI's and submittals
- Design corrections as required
- Evaluation of Contractor change orders
- Weekly coordination meetings with the Contractor and City project manager

06/9/2022	TOTAL CONSULTANT FEES (Labor and Expenses)
TASK	
Task A1.1: Update Jenkins Creek Park Master Plan	\$2,560
Task A1.2: Jenkins Creek Park Master Plan SEPA Checklist	\$2,510
Task A1.3: Early Works Package Construction Administration	\$9,144
Total Amendment 1 Cost	\$14,213
Total Project Cost	\$233,798
Total Project Cost with Amendment	\$248,011

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 2") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, as follows:

- I. AMENDED SERVICES.** The Services, as described in Exhibit A-2 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-2 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 \$13,563. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$261,574. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. 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.

[Signature Page Follows]

CONTRACTOR:By: 

(signature)

Print Name: Hugh Mortensen

Its: President

DATE: 08/29/2022**CITY OF COVINGTON:**By: 

(signature)

Print Name: Regan Bolli

Its: City Manager

DATE: 8/26/2022

Exhibit A-2

SCOPE OF SERVICES

Amendment Description

This document serves as an amendment to the existing scope of work and increase in contract budget. All other contract assumptions and conditions apply.

Amendment 2 - Scope of Work

Task A2.1 – Additional Stormwater Modeling (Groundwater Mounding Analysis)

Consultant will conduct a groundwater mounding analysis to model the performance of the infiltration systems. For the analysis, Consultant will use the commercially available MODRET computer software program to model unsaturated and saturated flow conditions below the infiltration systems. The principal of superposition will be used to evaluate the interaction of the different infiltration systems.

Deliverables:

- Letter report summarizing the analysis and conclusions for incorporation into the drainage report.

Assumptions:

- Groundwater mounding analysis may yield a result that requires modifying the infiltration system size, elevation, and inflow volumes.

8/12/22	TOTAL CONSULTANT FEES (Labor and Expenses)
TASK	
Task A2.1: Additional Stormwater Modeling (Groundwater Mounding Analysis)	\$13,563
Total Amendment 2 Cost	\$13,563
Total Project Cost	\$248,011
Total Project Cost with Amendment	\$261,574

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 3") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, as follows:

- I. AMENDED SERVICES.** The Services, as described in Exhibit A-3 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-3 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 \$15,445. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$276,619. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. 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.

[Signature Page Follows]

CONTRACTOR:By: *(signature)*

Print Name: Hugh Mortensen

Its: President

DATE: 02/23/2023**CITY OF COVINGTON:**By: *(signature)*

Print Name: Regan Bolli

Its: City Manager

DATE: 9/14/2022

Exhibit A-3

SCOPE OF SERVICES

Amendment Description

This document serves as an amendment to the existing scope of work and increase in contract budget. All other contract assumptions and conditions apply.

Amendment 3 - Scope of Work

Task A3.1 – Additional Engineering Services for Sanitary Sewer Extension

Consultant will perform additional engineering services associated with the sewer main extension at Jenkins Creek Park.

Deliverables:

- Separate Plan set for submittal to Soos Creek Water and Sewer District in addition to incorporating into larger Jenkins Creek Park – Phase 1 plan set for construction.

Assumptions:

- Approximately 260 LF of 8" sewer main extension on SE 267th.

Task A3.2 – Additional Engineering Services for Water Main Extension

Consultant will perform additional engineering services associated with the water main extension at Jenkins Creek Park.

Deliverables:

- Separate Plan set for submittal to Covington Water District in addition to incorporating into larger Jenkins Creek Park – Phase 1 plan set for construction.

Assumptions:

- Approximately 400 LF of 8" water main extension on SE 267th to be capped west of existing bridge.

Amendment Description of Fees

TASK	HOURS	NAME	RATE	TOTAL
Task A3.1				
	4.0	Quin Clements, PE	\$ 266.00	\$ 1,064.00
	16.0	Carly McArdle, PE	\$ 169.00	\$ 2,704.00
	16.0	Rachael Carrigan	\$ 95.00	\$ 1,520.00
	8.0	Mike Heck, PE	\$ 162.00	\$ 1,296.00
Task A3.1 subtotal				\$ 6,584.00
Task A3.2				
	4.0	Quin Clements, PE	\$ 266.00	\$ 1,064.00
	16.0	Carly McArdle, PE	\$ 169.00	\$ 2,704.00
	16.0	Rachael Carrigan	\$ 95.00	\$ 1,520.00
	8.0	Mike Heck, PE	\$ 162.00	\$ 1,296.00
Task A3.2 subtotal				\$ 6,584.00
Subtotal Subconsultant Fees				\$ 13,168.00
10% Subconsultant Markup				\$ 1,316.80
Additional Project Management and Administration (4 hrs @ \$140)				\$ 560.00
TOTAL Amendment 3				\$ 15,044.80

8/30/22	TOTAL CONSULTANT FEES (Labor and Expenses)
TASK	
Task A3.1 – Additional Engineering Services for Sanitary Sewer Extension	\$ 7,522.40
Task A3.2 – Additional Engineering Services for Water Main Extension	\$ 7,522.40
Total Amendment 3 Cost	\$ 15,044.80
Total Project Cost (Includes Amendment 1 & 2)	\$ 261,574
Total Project Cost with Amendments 1-3	\$ 276,618.80

City of Covington
Agreement No.082-2021


**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 4") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, as amended by Amendment Nos. 1, 2, and 3 as follows:


- I. AMENDED TERM.** The term of the Agreement, as referenced by Section II of the Agreement and any prior amendments thereto, shall be amended and shall continue until the completion of the Services, but in any event no later than April 30, 2023 ("Amended Term").
- II. 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:

DocuSigned by:

 By: _____
 (signature)
 Print Name: Amber Mikluscak
 Its: Principal
 DATE: 2/24/2023

CITY OF COVINGTON:

DocuSigned by:

 By: _____
 (signature)
 Print Name: Ethan Newton
 Its: Parks and Recreation Director
 DATE: 2/24/2023



**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT 082-2021
between the City of Covington and
The Watershed Company**

This Amendment ("Amendment No. 5") is made between the City of Covington, a Washington municipal corporation ("City"), and The Watershed Company, 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 design related services for Jenkins Creek Park ("Agreement") dated effective December 1, 2021, as amended by Amendment Nos. 1, 2, 3, and 4 as follows:

- I. AMENDED TERM.** The term of the Agreement, as referenced by Section II of the Agreement and any prior amendments thereto, shall be amended and shall continue until the completion of the Services, but in any event no later than December 31, 2023 ("Amended Term").
- II. AMENDED SERVICES.** The Services, as described in Exhibit A-5 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-5 attached hereto and incorporated by this reference ("Amended Services").
- III. 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 \$24,982.32. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$302,001.32. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. 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.
- IV. 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.

[Signature Page Follows]


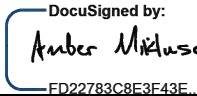

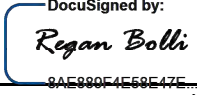
CONTRACTOR: DocuSigned by:  By:  <i>(signature)</i> Print Name: Amber Mikluscak Its: Principal 4/19/2023 DATE: _____	CITY OF COVINGTON: DocuSigned by:  By:  <i>(signature)</i> Print Name: Regan Bolli Its: City Manager 4/19/2023 DATE: _____
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Exhibit A-5**SCOPE OF SERVICES**

Tasks included in current fee proposal:

- Task 1B – Project Management
 - Task 1B.1 – Subconsultant Coordination
 - Task 1B.2 – Project Monitoring and Reporting
- Task 7 – Bid Support and Coordination

Task 1B – Project Management**Task 1B.1 – Subconsultant Coordination**

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which should obtain the City's approval in advance.

Task 1B.2 – Project Monitoring and Reporting

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

Deliverables:

- Monthly Invoices and Progress Reports emailed to the City in electronic (PDF) format.

Assumptions:

- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- Assumes approximately January to June project management time which is beyond initial project timeline. Approximately 24 weeks.

Task 7 – Bid Support and Coordination including:

- Review and assistance with bid addenda
- Track and respond to RFI's
- Ongoing project and subconsultant management through bid period, consistent with activities outlined in Task 1B
- Review bids, identify irregularities, and prepare bid tabulation spreadsheet
- Assumes bidding will take approximately 4 weeks.

Jenkins Creek Park Scope of Services: AMD5

DCG | Watershed
April 17, 2023

April 17, 2023	TOTAL CONSULTANT FEES (Labor and Expenses)
TASK	
Task 1B: Project Management	\$9,316.20
Task 7: Bid Support and Coordination	\$16,066.32
Task 1 - Task 6 Subtotal	\$233,798.00
Amendments 1-4	\$43,221.00
Amendment 5	\$24,982.32
Total Project Cost	\$ 302,001.32

Jenkins Creek Park Amendment 5		PM/Landscape				Civil/Structural						TEAM TOTAL
Rev. 4/17/2023		kb	AMC	MD	AF	QC	MS	DM	CM	LA	KK	
Task # Task Title		\$155	\$194	\$ 184	\$130	\$299	\$299	\$ 180	\$180	\$ 136	\$ 127	
1.0	Project Management (~January to June, 24 weeks)	\$ 9,316.20								\$ -		\$ 9,316.20
	Subconsultant coord	20				\$ 3,105.40						\$ 3,105.40
	Project monitoring and reporting (PM only)	40				\$ 6,210.80						\$ 6,210.80
						\$ -						\$ -
						\$ -						\$ -
						\$ -						\$ -
7.0	Bid Support and Coordination (~4 Weeks)	\$ 7,447.32								\$ 8,619.00		\$ 16,066.32
7.1	Bid Services	32	2	8		\$ 6,826.24	8		4	8	24	\$ 14,426.24
7.2	Bid tabulation and review	4				\$ 621.08	1		4			\$ 1,640.08
						\$ -						\$ -
						\$ -						\$ -
		96	2	8	0	\$ 16,763.52	9	0	4	12	0	\$ 25,382.52

Staff Legend

PM/Landscape		
KB	\$ 155	Kyle Braun, PM
AMC	\$ 194	Amber Mikluscak
MD	\$ 184	Mark Daniel, Per
AF	\$ 130	Amanda Fleischr
LK	\$ 113	Laura Keil
FF	\$ 100	Name, Role
GG	\$ 100	Name, Role
HH	\$ 100	Name, Role

Civil/Structural		
QC	\$ 299	Quin Clements principal
MS	\$ 299	Matt, principal
DM	\$ 180	Dylan Martin
CM	\$ 180	Carly McArdle
LA	\$ 136	Lope Aben
KK	\$ 127	Kris Keenan

(\$400.20) Amendment 3 Overage

Expenses

Mileage

Reproduction/Reprographics

Supplies

Printing/Plotting

\$

-

\$24,982.32 TOTAL

Consent Agenda Item C-4

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A COVINGTON WATER DISTRICT DEVELOPER EXTENSION APPLICATION AND AGREEMENT FOR THE NEW MAINTENANCE FACILITY.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Covington Water District Developer Extension Application and Agreement

PREPARED BY: Don Vondran, Public Works Director

EXPLANATION:

The design of the new Maintenance Facility is nearing completion. This project includes water service improvements that are necessary to serve the property and required by the Covington Water District (CWD). In order to proceed with the water design with the CWD, the city needs to execute the attached developer extension application and agreement.

FISCAL IMPACT:

The following is an approximate summary of fees associated with the developer extension application as broken out in Attachment 1. The fees will come out of the funds budgeted for the maintenance facility.

\$41,730 Developer extension application fees

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

Councilmember _____ moves, Councilmember _____ seconds, to authorize the city manager to execute the Covington Water District Developer Extension Application and Agreement, in substantial form as attached hereto, for the new Maintenance Facility and to authorize the city manager to process necessary payments to Covington Water District for the same project.

REVIEWED BY: Finance Director, City Attorney, City Manager

COMMISSIONERS:

Alan Eades
 Kevin Fuhrer
 Brad Lake
 David B. Roselle
 Tal Weberg

GENERAL MANAGER:

Thomas Keown, P.E.



April 27, 2023

City of Covington
 c/o Bob Lindskov
 16720 SE 271st St #100
 Covington, WA 98042

RE: AGREEMENT FOR CITY OF COVINGTON MAINTENANCE BLDG EXTENSION

Per request, a Developer Extension Agreement Application (DE) is enclosed for your review and execution. Please return the following items to the District:

1. **Executed DE** –pages 6, 7 & 8 completed with signatures and notary where indicated
2. **Fees and deposit amount listed on the bottom of page 5 of DE** (“TOTAL DEPOSIT”)

Please note the TOTAL DEPOSIT consists of fees and deposit for the District services including administrative, engineering, inspection, mapping, etc.

After the DE is executed and formally approved by board resolution, it is recommended a pre-design meeting be scheduled with your engineer(s) and the District’s engineering staff. Please provide one (1) full sized set of preliminary site/civil plans to the District before the pre-design meeting.

Please feel free to contact Leslie Boren at 253-867-0925 if you have any questions or when you are ready to schedule a pre-design meeting.

Sincerely,
 COVINGTON WATER DISTRICT

Steve Lee, PE
 Engineering Manager

lb

COVINGTON WATER DISTRICT
DEVELOPER EXTENSION APPLICATION AND AGREEMENT

DEVELOPMENT / PROJECT NAME: City of Covington Maintenance Bldg

APPROXIMATE LOCATION: 16400 SE 251st St, Covington

PARCEL NUMBER: 242205-9039, -9090

The undersigned ("Owner") hereby makes application to the Covington Water District (the "District") for authority to construct, and connect to the District's water system, the water mains and all required appurtenances (the "extension") to serve the above property.

In consideration of the District's approval of this application, the Owner agrees to the following terms and conditions:

1. Construction. The extension will be constructed by the Owner to the District's satisfaction in accordance with plans prepared by a licensed Professional Engineer designated or approved by the District; and in accordance with the District's conditions, standards and specifications for construction ("Standard Specifications"). Receipt of a copy of said plans and Standard Specifications is acknowledged, and the same are hereby incorporated herein.

Individual Fire Sprinkler Systems shall be metered separately. There will be an additional charge of a Meter Installation Fee for the fire service meter according to the District's standard rates based on meter size and installation method.

Irrigation systems, Fire Sprinkler Systems, and Non-Residential Accounts must be protected by a Department of Health approved backflow prevention assembly (BFPA) in accordance with WAC 246-290-490. These backflow prevention assemblies must be registered with the District and tested annually by a Certified Backflow Assembly Tester (BAT) with a copy of the test report sent to the District. Contact the District's Cross Connection Specialist for more information.

A check valve will be installed at the water meter to prevent draining of plumbing when interruption of service for meter maintenance or other reasons occurs in the future. However, when this device is installed, plumbing becomes a closed system. As a result, safeguards must be taken to protect against pressure buildup in plumbing caused by thermal expansion from a hot water heater or boiler. At a minimum, a pressure temperature relief valve must be properly installed to prevent bodily injury and/or damage to the owner's system. These devices shall be owned and maintained by the property owner.

Additional pressure limiting devices may be necessary to avoid pressure increases in excess of applicable plumbing codes. Most hot water tanks have a pressure temperature relief valve. A pressure-reducing valve (PRV) is also required when the District's system pressure is in excess of 80psi. The PRV is to be provided and maintained by the property owner. Where outside domestic water meters are used, a PRV may also be required per the Uniform Plumbing Code.

Hydrant Locking Mechanisms will be applied to all new non-residential hydrants installed in the District or placed in use during a project. Locks are specific to the District and to a particular hydrant. The District will obtain and install the locks at the Owner's cost.

The signatory to the Meter Installation Application/Agreement is responsible for properly connecting the inside

water use line from the meter to the appropriate respective customer facilities and satisfying a District inspection on same. In the event that the home is occupied and water service is being utilized prior to the connections satisfactorily passing the District's Meter Hookup Inspection, the signatory is responsible for immediate remedy of the connections in accordance with the District's requirements or water service will be locked.

2. Rights-of-Way. The extension will be installed in dedicated public roads and/or in easements acceptable to the District. Any easements required will be obtained, and clear title provided, by Owner and submitted prior to acceptance of developer extension. Off-site easements or right-of-way shall be documented prior to construction of any facility included in the developer extension.

3. Time Limit. Construction will be completed within one year from the date this application is approved by the District. If not so completed, the Owner must request an extension before the expiration date of the original Agreement, and demonstrate a reason justifiable to the District for the delay in completing the extension. The District will review the request and may extend the time limit accordingly. A total of 4 one-year time extensions may be requested for a maximum of a five-year time limit from the date of the developer extension application and agreement. Failure to request a time extension before the one in force expires or expiration of the maximum five years allowed for developer extension, will result in the termination of the DE Agreement.

In the event the Developer Extension Agreement expires or is terminated, all cost incurred by the District to date will be due and payable. If the Developer Extension Receivable Account balance exceeds the amount due, any excess will be refunded to the applicant.

4. Liability Insurance. Owner, or Owner's contractor or agent, shall procure commercial general liability and automobile liability insurance on an occurrence basis against liability for injury to person or property resulting from the performance, supervision, or inspection of the work. Proof of the existence of such insurance shall be provided to the District by original certificate of insurance and endorsement(s) in the form required by the District. The minimum limits of insurance coverage shall be as follows:

General Aggregate	\$2,000,000.00
Products / Completed Operations	\$2,000,000.00
Personal Injury	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Automobile Liability	\$2,000,000.00

The Owner's maintenance of **the required** coverage through the governmental self-insured risk pool, Washington Cities Insurance Authority, shall satisfy all conditions set forth in this Section 4, Liability Insurance.

5. Indemnity. The Owner shall indemnify, defend and hold the District and its elected officials, employees, agents, volunteers, attorneys and engineers harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the District by reason of the act or omission of the Owner, its agents or employees, or the contractor in the performance of the work and for any cost or expense incurred by the District in connection therewith including overhead expense, legal expense, attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, the Owner shall appear; and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, the Owner shall pay the same.

6. Protection of Work and Property. The Owner shall exercise due care to protect Property and the work addressed by this Agreement. The Owner shall be solely responsible for any loss or damage to property or the work herein occurring prior to the completion of and acceptance of the work by the District.

7. Safety. The Owner and Owner's Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. The District's review of the work shall not and does not include review of the adequacy of the Contractor's safety measurement in, on, or near the construction site.

8. Connection Charges. All Connection Charges will be paid in full prior to placement of a meter for service, including the Meter Installation Fee.

By submitting this Developer Extension Application and Agreement, the Owner acknowledges that development activities are inherently risky endeavors and the Owner is voluntarily accepting the risk that the Owner may not be able to complete its project as planned, which may result in the loss of payments, as well as other costs and fees incurred in connection with the project.

All Connection Charges shall be paid prior to providing any water service or meter installation, including meters for individual fire sprinkler systems. Water for testing shall be metered and the meter locked "off" until final acceptance of the developer extension. Water for testing of customer plumbing and/or fire Sprinkler systems shall be allowed for a single period of five consecutive working days, after which the Meter shall be locked until developer extension acceptance by the Board of Commissioners.

9. Defective Work and Corrective Action. Work which is found by the District not to comply with the plans or Standard Specifications shall be remedied so as to comply therewith. The Owner shall correct or replace any defective work or material discovered by the District within one year after the work has been accepted by the District. Such correction or replacement shall commence within 90 days from the time of Owner's receipt of notice from the District of defective work or materials and shall be completed promptly. If not so commenced, or in an emergency when damage may result from delay, such correction or replacement may be made by the District at the expense of the Owner. The Owner shall reimburse the District, upon demand, for any reasonable expense resulting from defects which appear within one year after acceptance of the Owner's work, including actual damages, cost of materials and labor expended by the District in making emergency repairs cost of engineering, inspection and supervision by the District or the Engineers, and attorney's fees and costs incurred by the District as a result thereof.

10. Acceptance of Project by District. A project must be formally accepted by Resolution of the Board of Commissioners before service is provided and the District assumes operation and maintenance responsibility. A minimum of the following items must be completed prior to formal District acceptance of a project and approval for meter installation:

A. Project Owner Responsibilities:

1. Make application for Developer Extension and pay necessary deposits. **It is the Owner's responsibility to request any applicable time extensions in writing prior to the Expiration date.**
2. If the project owner will be requesting a latecomer's agreement, the request shall be made **prior to approval of application for system acceptance.**
3. Select a qualified contractor acceptable to the District.
4. Obtain any required federal, state, or local construction permits.
5. Provide easements to District for water mains constructed outside of right-of-way.
6. Full payment of costs incurred by the District for design, inspection, administration, permits,

- annexation, etc.
7. Comply with all applicable laws and regulations whether federal, state, or local.
 8. Provide Bill of Sale.
 9. Provide assurance to District that Developer Extension is free of liens or encumbrances by proof of payment to contractor or other means satisfactory to District.
 10. Full payment of connection charges as applicable for any meter installations.

B. Owner's Contractor Responsibilities:

1. Provide submittals for approval by the District for materials to be incorporated in the work.
2. Schedule pre-construction conference with the District, to be held no more than two (2) weeks before work begins and materials are delivered to the site. The Owner or Owner's representative and engineer must attend this meeting also.
3. Diligently pursue the work during its progress and provide a competent supervisor who shall represent the Owner during the Owner's absence and to whom instruction may be given.
4. Construct improvements per approved design and specifications.
5. Promptly report to the District any error, inconsistency or omission which the supervisor may discover.
6. Provide satisfactory pressure tests.
7. Successfully pass water purity tests.
8. Clean-up and restore construction area and Right-of-Way to satisfaction of local jurisdiction.
9. Provide list of project materials and their costs to be entered upon a Bill of Sale.
10. Call for interim and final inspections.
11. **Assure that any subcontractor, engaged by a general contractor, must be licensed, bonded and registered with the State of Washington.**
12. Comply with all applicable laws and regulations whether federal, state or local.

C. District Responsibilities:

1. Provide watermain design review and approval of design submitted by Owner's engineer.
2. Obtain City/County/State Right-of-Way permits.
3. Inspect construction.
4. Monitor and confirm required testing.
5. Confirm City/County/State Department acceptance of work performed and restoration of public Right-of-Way.
6. Provide a warranty inspection and correction list upon request of the Owner

11. Application Fee and Deposit. The District's schedule of application fees and deposit is attached.

The Owner is required to maintain a credit balance at all times on the Owner's Receivable Account to cover all expenses incurred by the District. Monthly statements are sent to the Owner. The following is a calculation of deposits to assist in establishing an initial credit balance. The Owner's Receivable Account will be charged the current standard hourly rate specified by established rate tables for all District staff time incurred on this project plus a 26 percent Administrative Charge. Any out-of-pocket costs incurred by the District on the Owner's behalf will be charged a 15 percent Service Fee per transaction.

CALCULATION OF FEES AND DEPOSITS

Applicant: City of Covington
Tax parcel: 242205-9039, -9090

Date: 04/27/23
Project Name: City of Covington Maintenance Bldg

[X]	<u>ADMINISTRATIVE SET UP- FLAT FEE</u>		\$ 1,250.00
[X]	<u>ENGINEERING DEPOSIT</u>		
	Plan Review Deposit Fee		\$ 5,200.00
[X]	<u>INSPECTION DEPOSIT</u>		
	RESIDENTIAL:SFR & Plats:		
	999 LF & under	\$ 2,080.00	\$
	Over 1,000	\$ 8,320.00	\$
	COMM/Multi-Family/TownHomes/Duplex:		
	999 LF & under	\$ 5,200.00	\$
	1,000 LF & over	\$10,400.00	\$ 10,400.00
[X]	<u>MAPPING FEE DEPOSIT</u>		
	1 - 4 lots	\$ 520.00	\$
	5 - 50 lots	\$ 835.00	\$
	51 - 100 lots	\$ 1,040.00	\$
	101 lots & over	\$ 1,250.00	\$
	Non-residential up to 2 acres	\$ 520.00	\$
	Non-residential over 2 acres	\$ 780.00	\$ 780.00
[X]	<u>PERMITS / PURITY TESTING / RECORDING OF LEGAL DOCUMENTS AND COURIER DEPOSIT</u>		\$ 260.00
[X]	<u>MAIN CLEANING DEPOSIT</u>		\$ 365.00
[X]	<u>MAINTENANCE BOND RELEASE INSPECTION - FLAT FEE</u>		\$ 835.00
[X]	<u>PETITION FOR ANNEXATION-DEPOSIT FEE</u>		\$
[X]	ESTIMATED ONLY		
	Existing Distribution System Fee - if applicable		
	Lineal Feet:283 @ 80 per ft		\$ 22,640.00
[X]	Less Well Decommission Credit or Connection Charge Credit		\$
TOTAL ESTIMATED DEVELOPER EXTENSION AGREEMENT FEES, and DEPOSIT:			\$ 41,730.00
(Payment due at time of DE execution)			

Acceptance of this Application by the District constitutes a contract with the Applicant/Owner, the terms of which are contained within each paragraph of this Application and Agreement, the District's materials, construction and standard details specifications sheets, the extension improvement plans and design approved by the District Board of Commissioners and all other applicable District regulations including the District Administrative Code, and Washington law, including Chapter 57.22 RCW.

OWNER, the City of Covington, a Municipal corporation.

OWNER

By: _____

Printed Name: Regan Bolli

Title: City Manager

Address: 16720 SE 271st St. #100
Covington, WA 98042

Phone Number: (253) 480-2408

Date: _____

The Application of _____ (Owner) was approved and accepted by Covington Water District by the adoption of Resolution No. _____, approved by the Board of Commissioners on _____, 20____.

General Manager

STATE OF WASHINGTON)
) ss **INDIVIDUAL ACKNOWLEDGMENT**
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss **REPRESENTATIVE ACKNOWLEDGMENT**
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

"ATTACHMENT A"

I hereby certify that I am the authorized signatory for the Owner. Attached herewith is verification of my authority to sign on the behalf of the City of Covington.

Name: _____

Print Name: Regan Bolli

Signature Certificate

Reference number: 2XCRE-MU8U8-XQYAP-C7AYZ

Signer

Steve Lee

Email: steve.lee@covingtonwater.com

Sent:

Viewed:

Signed:

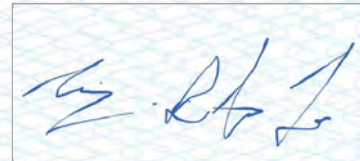
Timestamp

27 Apr 2023 19:23:52 UTC

27 Apr 2023 19:43:23 UTC

27 Apr 2023 19:43:32 UTC

Signature



Recipient Verification:

✓Email verified

27 Apr 2023 19:43:23 UTC

IP address: 50.208.197.125

Location: Maple Valley, United States

Document completed by all parties on:

27 Apr 2023 19:43:32 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



Consent Agenda Item C-5

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: CONSIDER PROPOSED RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING CLIENT AGREEMENT WITH SONITROL PACIFIC FOR SECURITY SYSTEM SERVICES TO EXPAND THE EXISTING SILENT ALARM SYSTEM.

RECOMMENDED BY: Krista Bates, City Clerk/Executive Assistant

ATTACHMENT(S):

1. Proposed Resolution
2. Client Agreement with Sonitrol
 - a. Exhibit A – CAG 405-02 Original Client Agreement with Sonitrol
 - b. Exhibit B – CAG 135-2019 System Upgrade
 - c. Exhibit C – CAG 135-2019 Addendum
3. Quote from Sonitrol
4. Sonitrol Sole Source Statement
5. Architect & Engineer Specifications

PREPARED BY:

Krista Bates, City Clerk/Executive Assistant & Kia Crotty, Office Technician/Receptionist

EXPLANATION:

In 2002, when the City of Covington moved into the current City Hall building, a client agreement was executed with Sonitrol Pacific for security services to serve the whole facility.

To increase safety at City Hall for all staff, it has been proposed to expand the current silent alarm system by adding two additional panic buttons to summon police and two additional flashing strobes to alert staff to potential threats within the building.

Existing system:

- **Two total panic buttons.** There is one button at each reception station. When pressed, the silent alarm system turns on the blue warning lights and automatically notifies the Sonitrol central station, which then dispatches police to City Hall.
- **Two flashing blue strobe lights.** These warning lights are located near the interior City Hall office bathrooms and near the breakroom and kitchen. These are triggered when the panic button is pressed, and alert staff in those locations of a potential threat so they may avoid the reception area, leave the facility, or take other safety precautions.

Proposed scope of work:

- **Install two additional panic buttons – one at the permit counter and one in a central location such as the copy room.** If staff need to leave the reception area or permit counter due to a threat, they can activate the alarm from a safer distance. Or, if staff at the reception area are unable to reach the panic button or leave during a threat, another staff member can activate it from the central location.

- **Install a total of two additional flashing blue strobe lights, one each in the Parks & Recreation office and the Public Works office.** Additional warning lights will alert and prepare staff in those locations so they may avoid the reception area, leave the facility, or take other safety precautions in case of a threat.

Sonitrol Pacific is the sole manufacturer and installer of the equipment that is compatible with the existing security system. 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 silent alarm system is \$1,962 (plus tax). All required permits (electrical permits, etc.) will be billed in addition to the labor and installation fees. Funding for this one-time cost is currently not included in the 2023 budget; however, this is expected to be offset by decreased costs in other areas of the 2023 central services budget (e.g., decreased costs for operating supplies and office supplies in 2023).

There will also be a \$18 (plus tax) monthly investment added to the existing monthly costs of our security system. The 2024 budget will be adjusted to account for these increased monthly costs.

CITY COUNCIL ACTION: Ordinance X Resolution Motion Other

Councilmember _____ moves, Councilmember _____ seconds, to pass a resolution to authorize the city manager to amend the existing Client Agreement with Sonitrol Pacific and waive competitive bidding requirements.

REVIEWED BY: City Manager, City Attorney, Finance Director

RESOLUTION NO. 2023-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, RELATING TO EXPANDING
THE EXISTING SECURITY SYSTEM AT CITY HALL 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 allows 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 needs to expand the silent alarm system to increase safety for city staff; and

WHEREAS, the expansion of the silent alarm system must be compatible with the existing Sonitrol Pacific equipment; 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 13th day of June 2023.

Signed in authentication of its passage this ____ day of _____, 2023.

Jeff Wagner, Mayor

AUTHENTICATED:

Krista Bates, City Clerk

APPROVED AS TO FORM:

Mark Orthmann, City Attorney



SONITROL

CLIENT AGREEMENT

NO. 128971

ATTACHMENT 2
EXHIBIT A

DATE: July 18, 2002

CLIENT NAME City of Covington

PHONE _____

INSTALL AT 116720 SE 271st St Ste 100 Covington, WA 98042
Address City State Zip

BILL TO ABOVE ☐ BILL TO OTHER _____

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 7/18 20 02 which becomes part of this Agreement.

This agreement applies to: (check appropriate categories)

All equipment is the personal property of the Dealer ☐ Client ☒ ☒ Burglar Alarm Signaling Service ☐ Sprinkler Supervisory Signaling Service

TELEPHONE CO. CHARGES INCLUDED: Yes ☐ No ☒ ☐ Hold-Up Alarm Signaling Service ☒ Access Control Service

SPECIAL INSTRUCTIONS Installation of Sonitrol Audio Intrusion system with Access Control. Sonitrol is donating \$3930.00 towards installation for Police partnership. Normal price is \$13,101.00. Customer to provide all necessary

The undersigned agrees to pay the DEALER, its agents or assigns the sums of: lockwork and conduit.
INSTALLATION: \$ 9171.00 \$ 807.05 \$ 9978.05 (\$ 4929.00) \$ 4989.05
Tax Total (Down Payment) Balance Upon Completion

MONITORING: \$ 347.00 \$ 0.00 \$ 347.00
(Payable In Advance) Tax Total Payment Mode Monthly

SERVICE: Full service warranty on all parts and labor for normal maintenance for as long as Sound Security Inc. provides monitoring service

MONTHLY MANAGEMENT REPORT: Yes ☐ No ☒ Included COMMUNICATION LINK: \$ N/C Digital

Cellular Yes ☒ No _____

LIMITED WARRANTY

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 or service 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 judgement 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 _____

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 _____ WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED	
DEALER <u>Sound Security Inc.</u>	
ADDRESS <u>1406 140th PL NE #200</u>	
CITY <u>Bellevue</u>	STATE <u>WA</u>
PHONE NO. <u>425-641-8948</u>	LIC. NO. <u>Sonite#2111A</u>

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE X [Signature]
(CLIENT)
TITLE City Manager
DATE 7/18/2002

SIGNATURE X
(DEALER REPRESENTATIVE)

REG. NO. _____

APPROVED X Kari Herzog
(SONITROL INDEPENDENT FRANCHISED DEALER)

REG. NO. _____

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. After the initial term, this Agreement shall automatically renew for additional terms of one (1) year 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. Upon termination of this Agreement for any reason, except for cancellation at the end of the initial term or any renewal term as provided for herein, all services by DEALER will terminate and in addition to any payments due for services rendered, the CLIENT shall be liable for liquidated damages for the breach of the contract, calculated at the rate of fifty percent of the amount due from the date of default to the end of the term of the Agreement. This provision for liquidated damages is agreed upon between the parties due to the inability of computing the actual costs of disconnecting and removing the Dealer's equipment, and the loss of the value of the unexpired portion of the Agreement. In the event CLIENT fails to pay the amount of liquidated damages and/or the amount then due for services previously rendered, the CLIENT agrees to pay the DEALER all costs of collection, including without limitation, reasonable attorneys' 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 DEALER 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 the alarm 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 o'clock 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 that 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 connected. 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 an 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 higher 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 directly 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 this 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.

City of Covington

17210 SE 272nd St Covington, WA 98042

Audio Intrusion

- (1) Sonitrol Plus Base Module
- (1) Smart Audio Module
- (1) Access Control Module
- (11) Audio Sensors
- (6) Single Door Contacts
- (1) Double Door Contact
- (2) LCD Keypad
- (2) Arm/Disarm Readers
- (5) Proximity Readers
- (2) Panic Buttons
- (1) Exterior Siren
- (1) 5-Amp Power Supply
- (1) Hold-up Indicator Light
- (2) Zones
- (1) Battery Back-up
- All Necessary Plenum Wiring and Installation Labor



Total "Peace of Mind" Investment:

<u>Customer Owns</u>	Installation of Sonitrol's Equipment:	\$ 13,101.00
	30% Partner Discount:	\$ 3,930.00
	Total Installation:	\$ 9,171.00
	Monthly Monitoring, Warranty & Service (City):	\$205.00
	Monthly Monitoring, Warranty & Service (Comm. Cnt.):	\$142.00

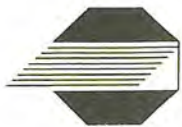
Cellular Back-Up

Installation of Sonitrol's Equipment:	\$900.00
Monthly Monitoring Service:	\$30.00

Included services and benefits:

- Complete Audio Intrusion Protection
- Early Detection of Attempted Entry
- Lowest False Alarm Rate
- Highest Documented Apprehension Rate
- Credibility with Law Enforcement
- \$10,000 Performance Warranty
- Six-month Money Back-Guarantee
- Two-hour Service Response
- Full Parts and Labor Warranty
- False Alarm Guarantee
- 24-Hour Service

Approved By Customer  Date: <u>7/18/2002</u>
Submitted By Consultant  Kari Herzig Date: <u>7/18/02</u>



SONITROL

ADDENDUM

This Addendum to Client Agreement No. _____ dated _____ made this _____ day of _____, 20____ by and between Dealer, an Independent Sonitrol Dealer Franchise, hereinafter referred to as "Dealer" and City of Covington located at _____, hereinafter referred to as "Client";

The Client hereby requests and agrees to the following addendum:

Installation of (1) Cellular Backup Unit

Installation	\$ <u>900.00</u>	Sales Tax	\$ <u>79.20</u>	Total	\$ <u>979.20</u>
Deposit	\$ <u>30.00</u>			Balance Due Upon Installation	\$ _____
Additional Monitoring Fee	\$ _____			Payment Made	\$ _____

Sonitrol Independent Franchised Dealer:

Sonitrol Pacific

Address 1400 140TH PL NW #200

Bellevue

City Washington

State _____

Phone No. 425 347-8963

Sonitrol #211NA
License No. _____

Subject to terms and conditions outlined in Client Agreement:

Client Signature X [Signature]

Title City Manager

Date 7/18/2002

Signature X _____

(Dealer Representative)

Approved X [Signature]

(Sonitrol Independent Franchised Dealer)

Date _____

This agreement shall not be binding upon Dealer unless approved in writing by a manager of the Dealership. In the event of non-approval, the sole liability of the Dealer shall be to refund to subscriber the amount that has been paid to Dealer by Client upon the signing of this addendum.

As an Addendum to the Agreement between the Dealer ("Dealer") and the customer ("Customer") it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment of a type authorized and approved by Sonitrol Corporation, Dealer warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol central station (the "Sonitrol Security System") will detect and the central station will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's System utilizes the non-dedicated telephone line for communication with Sonitrol's central monitoring station, and in the further event the Customer's telephone line is inoperative during the burglary by forcible intrusion, then in lieu of the above warranty, Dealer warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.
2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.
3. **Exclusions.** This Warranty does not extend to, and Dealer or its agent shall have no liability for, the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of Dealer; (e) loss or damage occurring during a period of time that the Customer has been previously notified by Dealer or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) loss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.
4. **Maximum Liability.** The maximum liability under this Warranty shall be Ten Thousand Dollars (\$10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, Dealer or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars (\$50.00) per item of jewelry.
5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to Sonitrol, and within seven (7) days after a Covered Event Customer shall submit to Dealer or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.
6. **Termination.** Dealer or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.
7. **Waiver of Subrogation.** For the benefit of Dealer or its agent, Customer hereby waives any rights of subrogation against Sonitrol that any insurer of Customer may have, provided, however, that if this waiver shall cause the applicable insurance coverage of Customer, if any, to be invalidated, this waiver shall be void and of no effect.
8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. It is specifically understood that Sonitrol Corporation is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIGNED THIS 12th DAY OF July, YEAR OF 2006

David Smith DEALER Robt M. Conner CUSTOMER

By: _____ LOCATION: 16750 E. 74th - 14100

(7/1/00)

By: David Smith



Systems Proposal

for

City Of Covington

Comp Upgrade of Intrusion and Access Control

Prepared For:

Natalya Artym
Receptionist Full Time
City of Covington
(253) 638-1110
nartym@covingtonwa.gov

Prepared By:

Matt Payne
Security Consultant
Sonitrol Pacific
(425) 641-8948
mpayne@sonitrolpacific.com

Proposal Number: 32690-1-0
Date: October 03, 2019



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

Scope Of Work

Customer Details:

Site: 16720 SE 271st Street, Building E Ste 100, Covington, WA, 98042
Billing: 16720 SE 271st Street, Building E, Covington, WA, 98042
Contact: Natalya Artym (253) 638-1110, nartym@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.
- **Payment Terms** - Deposit of 50% of installation amount required upon signing of agreement. Final balance due upon completion of installation.
- **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: SAH



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

Customer Details:**Security Consultant:**

Name: Matt Payne
Cell: 425-641-8948
Email: mpayne@sonitrolpacific.com

QTY	Description
6	Sonitrol Quad 4 Access Module
24	Reprogram Card Reader

QTY	Description
1	Sonitrol Power Hub
1	FlexIP Board
1	Cellular Backup
1	Sonitrol Audio-8 Board
4	Sonitrol Keypad (Upgrade)
16	Audio Sensor
1	Power Supply for Cellular
1	Anetlna For Cellular
1	Sonitrol Legacy Back Plate Upgrade Kit
6	Sonitrol Legacy Back Plate Upgrade Kit
1	Upgrade- hard wired panic
1	Battery Back-Up
1	24v 40va Transformer with LED
9	Reprogram Alarm Point

Total System Investment:	\$0.00
Monthly Investment:	\$1,047.00

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 System Quotation Approved: _____ Date: 11-14-19
(Customer Signature)

Sonitrol Pacific | 1406 140th Place NE Suite 107 Bellevue, WA 98007 | P: 1-800-898-1899 | www.SonitrolPacific.com
 Portland | Tacoma | Seattle | Everett | Boise



Client Agreement No. 32690-1-0
Date: 10/03/2019

CLIENT NAME: City Of Covington

PHONE: 2536381110

INSTALL AT:	16720 SE 271st Street, Building E Ste 100	Covington	WA	98042
	Address	City	State	Zip
BILL TO:	City Of Covington	16720 SE 271st Street, Building E	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 Order dated October 03, 2019, which becomes part of this Agreement.

All equipment is the personal property of the Dealer ☐ Client ☒ This agreement applies to: (check appropriate categories)

TELEPHONE CO. CHARGES INCLUDED: Yes ☐ No ☒

<input checked="" type="checkbox"/> Burglar Alarm Signaling Service	<input type="checkbox"/> Sprinkler Supervisory Signaling Service
<input checked="" type="checkbox"/> Hold-Up Alarm Signaling Service	<input checked="" type="checkbox"/> Access Control Service
<input type="checkbox"/> Fire Alarm Signaling Service	<input type="checkbox"/> Other

SPECIAL INSTRUCTIONS Upgrade of one Sonitrol Integrated 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:	\$0	\$0.00	\$0.00	\$0.00	\$0.00
		Tax	Total	Down Payment	Balance Upon Completion
MONITORING:	\$1,047	0.00	1,047.00		Per Month Billed Monthly
	(Payable in Advance)	Tax	Total		Payment Mode

MONTHLY MANAGEMENT REPORT: Yes ☒ No ☐ COMMUNICATION LINK: Cellular/GSM, , 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

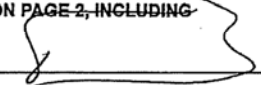
THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/ SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

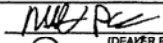
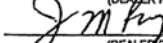
THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED.

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 10 WEEKS AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY 13.00 WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED
DEALER Sound Security, Inc.
ADDRESS 1406 140th Place NE Suite 107
CITY Bellevue STATE WA
PHONE NO. (253) 641-8946 LIC. NO. SONITP*948D7

SUBJECT TO TERMS ON PAGE 2, INCLUDING PARAGRAPH 12.

Client SIGNATURE X 
TITLE City Manager
DATE 11/14/19

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

1. DEALER agrees to install at 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 Qualification. Upon completion of installation, the system shall be tested and the CLIENT shall sign a copy of the Alarm System Test Report. DEALER will not be responsible to monitor any devices for alarm or supervisory conditions that are not directly connected to DEALER's central monitoring 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 ("Termination for Cause") or (b) this Agreement is terminated by CLIENT ("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 for 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 a Wrongful Termination. If CLIENT fails to pay the amount 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 constitute a release 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 canceled, 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 obliged 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 connected. 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 utilizing its equipment in 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, acts 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 this 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 YEARS 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 



ADDENDUM

This Addendum to Client Agreement No. 32690-1 dated 10/2/2019 made this 6th day of November, 2019 by and between Dealer, an independent Sonitrol Dealer Franchise, hereinafter referred to as "Dealer" and City of Covington located at 16720 SE 271st St Building E Ste 100, Covington, WA 98042 hereinafter referred to as "Client";

The Client Hereby requests and agrees to the following addendum:

At expiration of client's building lease, on 12/2022, should client move from current facility system can either be moved at established labor rate or agreement can be cancelled by client with 30 days written notice.

Installation	<input type="text"/>	Sales Tax	\$ <input type="text"/>	Total	\$ <input type="text"/>
Deposit	<input type="text"/>	Tax Rate	<input type="text"/>	Balance Due Upon Installation	\$ <input type="text"/>
Additional Monthly Fee (Monitoring / Maintenance)	<input type="text"/>	Payment Made	<input type="text"/>		

All required permits will be billed separately.

Subject to terms and conditions outlined in Client Agreement:

CLIENT:

Signature

Printed Name

Title

Date

SONITROL PACIFIC:

Signature

Date

Signature

Date

This agreement shall not be binding upon Dealer unless approved in writing by a manager of the Dealership. In the event of non-approval, the sole liability of the Dealer shall be to refund to subscriber the amount that has been paid to Dealer by Client upon the signing of this addendum.

Sonitrol Independent Franchised Dealer - SONITROL PACIFIC - Division of Sound Security, Inc.
Federal Tax ID No. 91-1107170

PORTLAND 8220 N Interstate Ave. Portland, OR 97217 (503) 223-5822 State of Oregon License #53535	EVERETT 2221 California St. Everett, WA 98201 (425) 258-3655 State of Washington License #SONITP*948D7	SEATTLE 1406 140th Pl. NE, #107 Bellevue, WA 98007 (425) 641-8948 State of Washington License #SONITP*948D7	TACOMA 2115 S 56th St., #308 Tacoma, WA 98409 (253) 383-5051 State of Washington License #SONITP*948D7	BOISE 3657 W Wright St. Boise, ID 83705 (208) 426-9367 State of Idaho License #23837
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Scope Of Work

Customer Details:

Site: 16720 SE 271st Street, Building E Ste 100, Covington, WA, 98042

Billing: 16720 SE 271st Street, Building E, 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.
- **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: _____

Addendum

This Addendum to Client Agreement No. 32690-1 dated 10/3/2019 made this 26th day of May, 2023 by and between Sonitrol Pacific and City Of Covington located at 16720 SE 271st Street, Building E Ste 100 Covington, WA, 98042 hereinafter referred to as "Client";

The Client Hereby requests and agrees to the following addendum:

Additional Panic

QTY	Description
2	2-Button Hard-Wired Panic Button

Additional Strobes

QTY	Description
2	Strobe

Investment Summary

Total System Investment: **\$1,962.00**

Monthly Investment: **\$18.00**

This proposal does not include sales tax, if applicable.

Client Owns all Equipment

All required permits will be billed separately

CLIENT: City Of Covington

SONITROL PACIFIC:

Signature _____

Signature _____
Sonitrol Pacific Security Consultant

Printed Name _____

Date _____

Date _____

Signature _____
Sonitrol Pacific Division Manager

Date _____

This agreement shall not be binding upon Sonitrol Pacific unless approved in writing by a manager of Sonitrol Pacific. In the event of non-approval, the sole liability of Sonitrol Pacific shall be to refund to subscriber the amount that has been paid to Sonitrol Pacific by the client upon the signing of this addendum.

Sonitrol Pacific
Federal Tax ID No. 91-1107170

ATTACHMENT 4

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

SECTION 13720

**SPECIFICATIONS FOR AN INTRUSION AND ACCESS CONTROL SYSTEM
WITH INTEGRATED CENTRAL STATION AUDIO AND MONITORING**

- Section 1 General Requirements**
- Section 2 Field Control Units**
- Section 3 Central Monitoring Station**
- Section 4 Web-based Interface**
- Section 5 Personnel**

1.0 General

The primary mission or function of the integrated intrusion and access control system to be obtained in this procurement is to provide the backbone of a comprehensive security management program. These specifications provide for the integration and future add-on capability of additional intrusion and access.

The intrusion systems are intended to provide protection of selected facilities against intrusion and for the detecting or discouraging of burglary or vandalism during the hours the facilities are unoccupied and monitored by the Central Station.

The access control system shall also be central station managed. Card readers and access control modules in selected facilities, provides 24-hour capability of managing the entry and/or exit of authorized individuals and restricting access as desired.

1.1 Introduction

These specifications contain the functional and operational requirements for an integrated intrusion alarm and access control system employing audio as the primary means of intrusion detection for selected interior protection. This procurement shall include all the equipment required at various facilities.

The alarm system is based on the concept of combining computer technology with intelligence provided by utilizing audio detection and operator involvement to provide the highest quality monitoring and effective results.

1.2 Intent

It is the intent of these specifications to procure a fully acceptable, effective and reliable integrated security system. These specifications recognize the importance of complete system operation and are not limited to specifying of equipment only. The following are also required from the selected bidder:

- 1.2.1 Proven experience in the security business.
- 1.2.2 Local security business based in _____.
- 1.2.3 Prompt delivery and professional installation including service of equipment as specified.
- 1.2.4 UL/ULC Central Station providing 24-hour alarm monitoring.

- 1.3 Bidder must provide, for objective evaluation, references, which clearly state and show the effectiveness of proposed equipment and services.

- 1.4 All equipment described herein shall be the product of one manufacturer or products approved as compatible by the manufacturer. Used products will not be acceptable. Manufacturer must satisfactorily demonstrate that he has supplied and will continue to supply products to avoid the obsolescence of equipment installed in the building.
- 1.5 Bidder must currently maintain a computerized audio monitoring and verification central station of established reputation. He must demonstrate that personnel, on duty twenty-four hours per day, have successfully monitored audio systems.
- 1.6 Bidder shall show satisfactory evidence that he maintains as an integral part of his organization, and under his control, a fully equipped service department capable of providing timely maintenance and factory-authorized service as required with on-going replacement parts.
- 1.7 All equipment shall be fully guaranteed for 12 months. This guarantee shall become effective from the day of installation completion. When in normal operation, if the equipment is found to be below the manufacturer's specification, repair and replacement of equipment shall be provided. Repairs shall be started within twenty-four hours and completed without delay. Bidder shall either stock spares or be capable of obtaining all required replacement parts within 24 hours.
- 1.8 Equipment damaged by vandalism, acts of God, building occupants, or stolen during hours when building is occupied, shall be replaced or repaired at the client's request and expense within twenty-four (24) hours.
- 1.9 Extended warranty terms shall be provided by the installing security system integrator at the time of bid.
- 1.10 All of the work within the scope of this bid shall be performed in accordance with the applicable state, county and city laws and ordinances. The bidder shall be able to obtain all permits and licenses as required in addition to being a licensed contractor. All materials, supplies and equipment being furnished shall be installed in accordance with the latest version of the applicable standards of:
- 1.10.1 OSHA
 - 1.10.2 Section 16010 - Electrical General Requirements
 - 1.10.3 Section 16100 - Basic Electrical Materials and Methods
 - 1.10.4 Uniform Building Code
 - 1.10.5 Components of the system shall be of the type approved by Safety and Regulatory Agencies including the Underwriters' Laboratories (UL),

Inc., and the Federal Communications Commission (FCC). Agency approvals and UL Listing declare the system's design, components, and installation shall meet the highest standards. In addition, system installation shall comply with UL 681.

- 1.10.6 The intrusion module (if used) shall be housed in either a standard UL Enclosure or a UL Attack-Rated Enclosure, as required, and shall comply with the limits set for a Class A computing device pursuant to Subpart J of Part 15 of FCC Rules. Control Panels and their corresponding Expansion Modules shall satisfy the requirements of the following:

- 1.10.6.1 UL 609; Local Burglary
- 1.10.6.2 UL 365; Police Connected Burglary
- 1.10.6.3 UL 294; Access Control Systems Units
- 1.10.6.4 UL1076; Proprietary Burglar Alarm Units and Systems
- 1.10.6.5 UL 1610; Central station Burglar Alarm Units
- 1.10.6.6 CAN/ULC-S304-06; Signal Receiving Centre and Premise Burglar Alarm Control Units, 2nd Edition
- 1.10.6.7 CAN/ULC-S303-M91; Local Burglar Alarm Units and Systems, 1st
- 1.10.6.8 ULC/ORDC1076-M1986; Proprietary Burglar Alarm Units and Systems, 1st Edition
- 1.10.6.9 CAN/ULC-S319-05; Electronic Access Control Systems, 1st Edition – Level 2

- 1.10.7 The Access Module shall comply with the limits set for a Class A computing device pursuant to Part 15 of FCC Rules, shall isolate earth ground from signal ground, and shall be housed in either a standard UL Enclosure or a UL Attack-Rated Enclosure, as required.

- 1.10.8 The equipment shall comply with Part 68 of the FCC Telephone Requirements Rules.

- 1.10.9 All circuits and equipment shall be installed and protected according to the National Electric Code and any applicable local requirements.

- 1.10.10 To ensure data transmission consistency, CAT5 unshielded twisted pair cable or better as specified in EIA/TIA 568 Commercial Building Wiring Standard shall be used.

1.11 Scope

The functional requirements define the field equipment, central monitoring system (CMS) and operational procedures for an integrated audio intrusion/access control system.

Field equipment consists of a UL/ULC Listed field control unit (FCU) with the required audio sensors, glass break detectors, alarm contacts and arming device(s). Sounds of unauthorized

entry and alarm loop violations are detected and transmitted to the CMS and monitoring console for operator action.

System control, to the extent of arming and disarming, is under the control of the occupant(s) of the protected facility with restrictions as imposed by the administration and enforced by the central station database and the central station operator.

System control at the protected premise will be accomplished through an intelligent keypad interface and/or access cards via the appropriate reader technology.

The central monitoring system is designed to receive, display, log and annunciate all actions and audible sounds transmitted from the protected premise.

The security system requires that the central processing system, control unit, and detection devices be designed and to be operated as an integrated security system.

2.0 Field Control Unit

- 2.0.1 Field control unit (FCU) shall contain circuitry for an integrated audio intrusion/access control security system and communications interface for up to eight (8) separate independent partitions utilizing a module approach.
- 2.0.2 FCU shall have expandable modular connection for up to (80) audio sensors. All sensor unit outputs shall be connected independently at a summing point such that the addition or removal of any sensor shall not change the system sensitivity to the output of any other remaining unit.
- 2.0.3 Each FCU shall have the capability for modular integration of access control for up to 16 readers (32 if using anti-passback) . Reading the user's card, verifying authorization of proper door, time, date and arming/disarming of security system will release an electrically operated lock on the door and disarming of security system. The access system installation shall operate in conjunction with the fire system and meet all requirements for fire safety.
- 2.0.4 FCU shall provide a modular expansion for a maximum of two hundred and eight (208) hardwire alarm loop inputs with modular expansion for sixty-four (64) broad-spectrum, long-range (902-928 MHz) wireless sensor/transmitters having individual detector identification wireless alarm loops for the monitoring of switched contacts and auxiliary devices.
 - 2.0.4.1 These loops shall be completely programmable for:
 - NO and/or NC loops.
 - Supervised or non-supervised.
 - Programmable distinct alarm codes.

- 2.0.5 FCU shall have a self-contained back-up power source, sufficient for at least 4 hours of continuous operation that will automatically become operational and report the loss of AC power to the central station after five (5) minutes of continuous power loss.
- 2.0.6 FCU shall have the ability to operate as one system or be divided up to eight independent partitions each with separate inputs, outputs and arming devices.
- 2.0.7 The 208 hardwire or 64 wireless alarm loops may be assigned in any quantities to the eight partitions and shall be able to be designated for alarm device type at the central station.
- 2.0.8 FCU and each audio sensor and any major component shall be provided with tamper protection and shall report tamper alarms, to the central station twenty-four (24) hours a day.
- 2.0.9 FCU will function as a silent alarm, meaning no sirens or other sounding device will sound upon alarm violation when the system is armed to full security. The system shall have the capability for the following:
 - 2.0.9.1 When the FCU cannot contact the central station to report an alarm condition, the siren or bell will sound after the abort sequence.
 - 2.0.9.2 When the FCU is programmed to sound the siren on specified loop violations during the occupied mode of security, when programmed for 24 hour operation.
- 2.0.10 FCU and modules shall provide a minimum of 196 programmable auxiliary outputs, which can be controlled via options in software or operator controlled from the central station. These outputs can be used for controlling CCTV devices, lights, turning off/on any number of devices, and limited energy management capabilities.
- 2.1 Intrusion System
 - 2.1.1 The audio intrusion system at the protected facilities shall consist of a FCU with one or more audio sensors, as required.
 - 2.1.2 The volumetric audio detection capability of each audio sensor when connected to the field control unit shall meet the requirements of Section 2.2.
 - 2.1.3 Magnetic switch contacts shall be installed on all required movable openings. Stored audio must accompany all perimeter violations.
 - 2.1.4 FCU shall be capable of adjusting the audio sensitivity threshold of each audio detector or complete system upon command from the CMS.

- 2.1.5 The CMS audio threshold adjustment range shall be covered with a minimum of sixteen equal, equivalent power increments or steps.
- 2.1.6 FCU shall have the capability to automatically digitally store and replay audible sounds immediately preceding and after any audio event that exceeds the selected sound threshold level of the detection circuitry and causes an audio activation. Stored audio shall be continuous from approximately 1.0 second before the event to 4.0 seconds after the event.
- 2.1.7 Stored audio surrounding an event shall be retained at the central station. The central station operator shall control replay of stored audio.
- 2.1.8 FCU shall transmit stored audio to the central station at the occurrence of an impact audio activation. The FCU shall transmit live audio after the initial stored audio and/or with all initial loop violations, if said loop is optioned.
- 2.1.9 Audio annunciated at the central station shall be of sufficient quality that voice or other common sounds can be correctly interpreted at the distance of 2 to 4 feet directly in front of the CMS.
- 2.1.10 Audio detector in alarm shall display on the operator terminal indicating the detector and module for which the audio activation occurred.
- 2.2 Sensors

The sensors to be used in the intrusion system shall be integrated and designed into the overall system to provide for impact activated, audio detection of an intrusion of the protected facility.

- 2.2.1 Interior sensors shall meet the following requirements:
 - 2.2.1.1 Sensors shall have sufficient gain and response characteristics to meet the threshold detection requirements of an audio detection system.
 - 2.2.1.2 Audio output from each sensor will be wired independently to the field control unit, so as not to be in serial or parallel with other audio sensors.
 - 2.2.1.3 Sensors, when installed with the field control unit, shall be capable of omni-directional audio coverage of approximately 5,000 square feet of unrestricted building space.
 - 2.2.1.4 Sensors will have an audio output to the FCU in the frequency range of 300-10,000 Hz.
 - 2.2.1.5 Sensors shall be located so as to cover all entrances, hallways and critical areas of the facility as such noted and required.

- 2.2.1.6 Sensors shall, in conjunction with the FCU, have the ability to perform a self-test diagnosis during arming/disarming of the system and report failure of said sensor back to the central station. This information shall be logged at the central station. If any of the sensors in the installed facility fail, then arming is inhibited and the failure is displayed on the central station operator terminal and display on the LCD keypad. This self-test feature can also be initiated from the keypad.
- 2.2.1.7 Audio Sensors shall be securely affixed to the mounting surface and be capable of tamper protection using an internal switch.
- 2.2.1.8 FCU shall have the ability to allow for final overall system sensitivity to detect audio activations.
- 2.2.1.9 In areas where glass breakage protection is to be provided, a GBD sensor shall be used to also provide for audio detection of the selected area.

2.3 Access Control System

Integrated into each FCU is the ethernet interface to communicate with up to 4 access control modules. Each module will have the following capabilities:

- 2.3.1 Access control for up to 4 doors per expansion Access Module using distributed database technology.
- 2.3.2 16,000-event local buffer for logging access, status, arm and disarm activity, time and attendance, and guard tour. All activity in this buffer can be manually or automatically programmed to have all data transmitted to the central station for report generation at certain times.
- 2.3.3 Verification for up to 10,000 users on-site, using Magnetic Stripe, Weigand, Proximity or iCLASS Card technology and or keypad.
 - 2.3.3.1 The actual number and configuration of cards to be provided under this bid is to be determined. Cards to be provided shall be able to be private labeled and integrate a photo ID if so required.
 - 2.3.3.2 The access control system shall also have ability to interface to Biometric devices, such as fingerprint, hand geometry, and voice recognition via a wiegand protocol.
- 2.3.4 Module will have the ability to be remotely programmed from the central station.
- 2.3.5 Module can be programmed to automatically arm/disarm the security system if a card is valid for that security level.

- 2.3.6 Self-contained and monitored power for system and door locks.
 - 2.3.6.1 Reporting of "AC power loss" after 5 minutes back to the central station.
 - 2.3.6.2 Reporting of "AC Power Restoral" to central station.
 - 2.3.6.3 Reporting of "Low Battery" to central station.
 - 2.3.6.4 Reporting of "Power Down" to central station.
- 2.3.7 Through the use of the FCU or Access Module, elevator control can be optioned.
- 2.3.8 Anti-passback option available in a local or global configuration on the system.
- 2.3.9 Capability for optional "Free Egress" via an electronic switch.
- 2.3.10 Access verification for each user includes the following:
 - 2.3.10.1 User must be authorized for that door.
 - 2.3.10.2 User must be allowed at the current time and day including holidays.
 - 2.3.10.3 Access to an armed area is denied unless the user is authorized to disarm.
 - 2.3.10.4 A "Master Card" capability must also be a programmable option, which allows the end user to perform a bypass of violations active during arming.
- 2.3.11 Separate programmable "Guard Tour" shifts, which will provide an alarm back to the central station on an exception basis.
- 2.3.12 System shall have a software option capability for a minimum schedule of 32 special date ranges (holidays) throughout the year.
- 2.3.13 Temporary access cards for vendors, and/or guests, etc shall be able to be programmed into the system with a selectable start and expiration date.
- 2.3.14 The access control system, when integrated into the system, must meet and operate in accordance with NFPA 101 - Life Safety Codes.
- 2.3.15 The access module shall have one tamper loop, four door loops and eight door specific auxiliary outputs, two per door.
- 2.4 Arming Device

- 2.4.1 System arming/disarming shall be accomplished with an intelligent keypad interface and/or an access card and associated reader via the following options:
 - 2.4.1.1 Arm/disarm with card only using external reader.
 - 2.4.1.2 Arm/disarm with card plus access code using external reader.
 - 2.4.1.3 Arm/disarm with keypad using access code.
 - 2.4.1.4 Arm/disarm with keypad using card.
- 2.4.2 System shall have a lockout feature after an invalid access code has been entered three times on the keypad.
- 2.4.3 Keypad shall have the capacity for 10,000 access codes.
- 2.4.4 System shall allow unlimited personnel verification back to the central station via the keypad or access cards.
- 2.4.5 A master code can be programmed for the arming of all eight partitions.
- 2.4.6 Keypad shall indicate system status via a 4 line, 20-character LCD display.
- 2.4.7 Keypad shall have audible prompting.
- 2.4.8 Keypad shall indicate the alarm loop status of the system.
- 2.4.9 Keypad shall have the ability to initiate a duress code or 911.
- 2.4.10 Users shall be able to, via the keypad, automatically initiate the audio sensor self-test function.
- 2.4.11 Keypad shall provide programmable audible indication during the delayed entry or exit period.
- 2.4.12 System must be capable of operating 8 intelligent keypads directly from the FCU
- 2.4.13 Keypad shall show status of system power (AC).
- 2.4.14 Keypad shall have a master-code feature, which allows bypassing loops or failed sensors.

3.0 Central Monitoring Station

The central monitoring system (CMS) to be operated by the successful bidder shall be running Microsoft Windows 2008 Server or MS Windows 2008 Server and MS SQL Server 2008 or MS

SQL 2008 database. It shall be UL Listed for Burglary and Fire applications, integrated computer/audio based central station that shall provide for all event logging, alarm and status annunciation with suggested operator response, color graphic description of alarms and access control with authentication features. All events, both FCU and operator generated shall be logged with the date and time of occurrence.

All CMS hardware that is required to make up the system shall have redundant spares on-site with additional spares available from the manufacturer via overnight service.

3.1 Minimum CMS Hardware Requirements

3.1.1 The CMS Servers shall be Xeon quad-core, 64 bit, 3GHz or better.

3.1.2 16GB RAM at 1,333MHz or better.

3.1.3 2x 1TB drives at 7200 rpm or better AALogic ADMpc Data Line Monitor
(Optional – for troubleshooting only). 100-Base T Ethernet Network Interface

3.1.4 Color Monitor with associated keyboard

3.1.5 Integrated modems for the uploading and downloading of account options and activity.

3.2 Minimum CMS Software Requirements

3.2.1 The operating software shall be an integrated multi-tasking, real-time ODBC database software package with applications designed for alarm monitoring, annunciation, access control, report generation, real-time and historical annunciation and display.

3.2.1.1 MS Windows 2008 Server or better

3.2.1.2 MS SQL 2008 Database or better

3.2.1.3 Specific application software designed for alarm monitoring

3.2.2 Software shall be a menu-driven system with a minimum of 1-2 keystrokes or mouse clicks to call up information.

3.2.3 Database shall be available for up to 999,999 systems with the ability to report status of each account monitored.

3.2.4 Database verification available for up to 10,000 access and intrusion users per system.

3.2.5 Operator information to handle alarms on an "IF/THEN" basis.

3.2.6 Self-test and auto-diagnostics built into system.

- 3.2.7 Alarms generated from either the intrusion or access control systems will be displayed on the operator's terminal in a priority, color-coded format.
- 3.2.8 Software shall have the ability to remotely control the sensitivity settings for the audio activation circuitry in the FCU. The operator shall have the ability to adjust the audio sensitivity threshold to compensate for temporary ambient noise variations at the protected premise for both the FCU and the individual audio detector circuits as needed.
- 3.2.9 Facilities will periodically experience abnormal levels of ambient audio. To temporarily compensate for these situations, the operator may reduce the sensitivity below the predetermined baseline, for a period, which is pre-programmed from 0-75 minutes. After the programmed time, the system will automatically return the subscriber sensitivity setting to the normal sensitivity level.
- 3.2.10 Sensitivity level will not be affected by communication channel or operation of the central station equipment.
- 3.3 Audio Activations/Alarm
 - 3.3.1 Audio activations are defined as a response to a sound level of sufficient energy to cause the FCU to contact the central station. Upon contact, the central station equipment shall identify the account, display the identification for an audio activation, identify the audio sensor that caused the activation, and provide full audio and playback of stored audio. The system shall automatically log and record each audio activation per account.
 - 3.3.2 Audio activations shall be considered an audio alarm when the operator has listened to the sounds being generated from the premises, replayed the stored audio and has determined that the sounds which caused the audio activation are those generated from unauthorized entry into the protected facility or acts of vandalism.
 - 3.3.3 When it has been determined that an alarm condition exists the operator shall maintain communication with the facility under alarm and proceed with the established procedures for reporting alarms.
- 3.4 Alarm Monitoring/Reporting
 - 3.4.1 For any alarm (especially in which a police or alarm investigator response is requested), the operator shall maintain the account on the screen with streaming live audio. The audio shall automatically be recorded.

- 3.4.2 Audio volume may be raised or lowered for distinguishing the account being investigated and provide easier monitoring. Through the use of the live audio, the operator may be capable of forwarding additional helpful information to the investigating party. Contact shall be maintained with the investigators to ensure that this information is received.
- 3.4.3 Alarm indications at the monitoring console caused by methods of detection other than audio shall display on the monitoring console with complete account and alarm identification.
- 3.4.4 After the alarm condition has been reported to the central station the audio portion of the system shall operate as described previously.
- 3.4.5 Alarm conditions other than audio shall be immediately reported to the alarm investigator or police unless, through the use of live audio, the cause of the alarm can be positively identified and is determined to be a false alarm.
- 3.4.6 It shall be possible to locate loop violations preventing arming from either the keypad or the central station.
- 3.5 Account Management
 - 3.5.1 The CMS must have the means of logging account activity on a real time basis. The system shall have the ability to selectively recall account activity in the form of account searches and create a permanent record.
 - 3.5.2 CMS shall have the ability to automatically log, recall and print on command the following:
 - 3.5.2.1 Search for audio activations over a specified time range for a single account.
 - 3.5.2.2 Search for accounts on account number ranges that have more than a specified (arbitrary) number of audio activations for a specified time frame.
 - 3.5.2.3 Search for error message by account number and time frame.
 - 3.5.2.4 Search for perimeter violations by account number and time frame.
 - 3.5.2.5 Search for delayed perimeter (exit door) violations by account number and time frame.
 - 3.5.2.6 Search for sensitivity levels set below a specified sensitivity level by individual account number and time frame.

- 3.5.2.7 Search for audio sensor failure of self-test at the time of arming by account number.
 - 3.5.2.8 Search for accounts in account number range that has had a failure of an audio sensor.
 - 3.5.2.9 Provide listing of users authorized on the system by employee name, user number, card number, access module number, door number, shift number, and arm/disarm authority.
 - 3.5.2.10 Provide time and attendance reporting by employee name, date, time in, time out, daily time totaled, and total time for days specified.
 - 3.5.2.11 Provide report for controlled exit granted, entry granted, free exit and guard check-in.
 - 3.5.2.12 Provide reports of all alarm conditions, such as power signals, door alarms, entries that were denied, guard tour alarms and pass-back alarms.
 - 3.5.2.13 Provide report on aborted arm attempts, armed late, system armed and system disarmed.
 - 3.5.2.14 Provide report indicating each time the system is armed or disarmed. These reports shall be capable of showing the date and time of opening and closing by individual.
- 3.6 Communication Requirements
- 3.6.1 In an audio-based security alarm system, the number of subscriber accounts which are multiplexed to a speaker for monitoring of audio activations shall be limited, to ensure that a subscriber has a 95% probability of obtaining an audio channel with the central station receiving unit on the first attempt.
 - 3.6.2 FCU shall reliably operate over broadband IP, telephone company's switched network (POTS) or cellular communication, such that digitally-coded data and live or stored audio can be exchanged between the subscriber and the CMS for communication as necessary to protect the subscriber premise.
 - 3.6.3 Depending on the Primary communication channel, a secondary channel of communication such as cellular radio, IP or POTS can be added.
 - 3.6.4 FCU shall be able to dial pulse or DTMF. FCU will automatically switch to pulse if unable to use DTMF before aborting.
 - 3.6.5 FCU will be capable of dialing a minimum of two (2) telephone numbers with a maximum of 25 digits, with multiple pauses for dial tone.

- 3.6.6 CMS shall be able to contact the FCU to upload/download access control activity or to modify operating characteristics or options.

4.0 Web-based Interface

The system shall provide the user a browser-based interface to provide for report generation and database management of users for intrusion and access control information.

4.1 Architecture

The system shall be an easy to use web-based interface to allow for the creation, maintenance and report generation of the intrusion and access control systems.

The user's facilities must be secured or controlled using an iBase or FlexiBase Intrusion and/or a Sonitrol Access Control System, which are monitored at a Central Station on a SONIP CMS Platform.

The Central Station in use must have a valid connection to the Web Server.

The user may provide any number of users to have access to the encrypted system data. This connection may be via a high-speed or dial-up Internet connection. The user shall have Internet Explorer v4.0 or greater.

4.2 System Capabilities

At a minimum, the system shall be capable of performing defined database management functions for intrusion, access, fire and video applications along with historical report generation. A context-sensitive online Help tool shall be accessible with no more than one keystroke to assist the users in carrying out tasks.

- 4.2.1 The system shall be able to retrieve log activity and selectively recall activity, using searches and print or download a permanent record of the results.
- 4.2.2 The system shall provide for activity viewing capability. The display screen shall display the most recent activity appearing at the top of the screen. Access activity shall include:
 - 4.2.2.1 Valid and invalid access transactions
 - 4.2.2.2 Access alarm violations and restorals
 - 4.2.2.3 User activity
- 4.2.3 System shall be menu-driven with the primary user input device being a mouse. The user's interface with the system shall be a graphical screen-utilizing drop down menus and containing the following primary areas:

- 4.2.3.1 Login Page – Displays key features of the mySonitrol.net site and provides for user name and password to ensure that individuals' are authorized to access portal application
- 4.2.3.2 Main – Latest system messages for any or all facilities
- 4.2.3.3 Reports – Choose from a selection of Reports available for selected Facilities or Groups of Facilities
- 4.2.3.4 Users and Access Control - List of all users assigned to your Facility or Facilities, and their corresponding access control information.
- 4.2.3.5 Alarms – Summary of Recent Intrusion and Access Control alarms for dispatches
- 4.2.3.6 Fire – Summary of recent Fire alarms for dispatches
- 4.2.3.7 Video – View live or stored video (based on features of installed video transmitter). Integration with Dedicated Micros Digital Sprite (4, 9 or 16 camera units) and Philips NetCam4 (4 camera unit) are the compatible units at this time.
- 4.2.4 System shall provide system administrators with the ability to restrict viewing, editing and reporting based on a unique authority level. Customized user authority levels shall allow:
 - 4.2.4.1 Users Selections – View, Edit, Add or Delete system users.
 - 4.2.4.2 Access Selections – Allows creation, viewing and editing of system access levels, shifts, periods and holidays.
 - 4.2.4.3 Reports Selections – Allows creation of various reports using stored information
- 4.2.5 Reporting

System shall be capable of producing standard reports using information stored in the host server from uploaded activity logs. Reports shall be available for display on the monitor or printed in printer friendly-format, at the user's option. Certain reports may also be downloaded to a comma separated value (*.csv) file that can be accessed and edited using MS Excel, MS Access or MS Word. Selection of search criteria shall be via pull-down menus. Reports shall include:

 - 4.2.5.1 Reports – Available from Report Screen:
 - a) Activity Report
 - b) Arm/Disarm (Code In/Code Out) Report
 - c) Call List Report

- d) Panels Late to Arm Report
- e) Time & Attendance Report (for anti-passback systems)

4.2.5.2 Summary Report – Available from Main: Overview Screen

4.2.5.3 Facility List Report – Available from Main: Facility Contact Information Screen

4.2.5.4 Track Changes Report – Available from Main: Track Changes Screen

4.2.5.5 Users Report – Available from Users & Access Control: User Administration Screen

4.2.5.6 Access Level Report - Available from Users & Access Control: Access Levels Screen

4.2.5.7 Shift Summary Report - Available from Users & Access Control: Access Levels Screen

4.2.5.8 Alarm Dispatch Report - Available from Alarms Screen

4.2.5.9 Recent Activity Report – Available from Alarms Screen

4.2.5.10 Fire Dispatch Report – Available from Fire Screen

4.2.5.11 Recent Fire Activity Report – Available from Fire Screen

5.0 Personnel

The service provider shall have qualified and certified personnel on staff to provide the highest level of service during the term of the contract. The following will be the minimum requirements.

5.1 Installation/Service - Shall have a minimum of one technician on permanent staff that has attended and has been certified by an approved training seminar by the manufacturer dealing with the UL/ULC installation procedures, service and maintenance of the intrusion and access control equipment.

5.2 Central Station Operator - Shall have a minimum of one shift supervisor or key operator on permanent staff that has attended and been certified by an approved operator training seminar.

Each operator shall have completed a formal individual training program for new operators. This training shall consist of familiarization with the central station

operation, review of the Operations Manual for the appropriate central station receiver, and a minimum of five (5) shifts of observation of the monitoring.

Each operator shall be exposed to recorded audio activations, audio alarms, and be thoroughly schooled in the identification of these audio recordings. The operator will then be given a monitoring shift under close supervision of the shift supervisor for not less than five (5) shifts.

- 5.3 Central Station Technical - Shall have a minimum of one technician on permanent staff that has been certified by an approved training seminar by the manufacturer for the repair and maintenance of the central station receiver in use.

Agenda Item 1

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: CONSIDER RESOLUTION TO ADOPT THE PROPOSED 2024–29 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Proposed Resolution

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 2024–29 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.

A Determination of Non-Significance was issued on May 3, 2023 pursuant to WAC 197-11-340. The comment period was 14 calendar days and ended May 17, 2023 at 5:00 p.m.

A Public Hearing for the proposed 2024–29 Six-Year TIP was held before the City Council on May 9, 2023.

On May 22, 2023, the City was notified that it received a state funding grant for a feasibility study and predesign for a pedestrian bridge over SR 516. In order to move forward with funding obligation, this project needs to be added to the 2024-29 Six-Year TIP.

ALTERNATIVES:

Direct staff to modify the proposed 2024–29 Six-Year TIP.

FISCAL IMPACT:

The fiscal impact of each proposed project is indicated in the 2024–29 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 ____ Other

Councilmember _____ moves, Councilmember _____ seconds, to pass a resolution adopting the City of Covington 2024–29 Six-Year Transportation Improvement Program.

REVIEWED BY: City Manager, City Attorney, Finance Director

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, ADOPTING THE 2024–29
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM.

WHEREAS, pursuant to RCW 35.77.010, the City of Covington (“City”) is required to prepare and adopt a comprehensive transportation improvement program that addresses transportation improvements and needs for the ensuing six calendar years, which is commonly known as the Six-Year Transportation Improvement Program (“TIP”); and

WHEREAS, pursuant to RCW 35.77.010, the City is also required to revise and extend its TIP annually to ensure that the City has a guide in carrying out a coordinated transportation program; and

WHEREAS, Chapter 35.77 RCW requires that the TIP must be consistent with the City’s adopted Comprehensive Plan; and

WHEREAS, a Determination of Non-Significance was issued on May 3, 2023 under WAC 197-11-340, which allowed for a 14-calendar day comment period that ended on May 17, 2023 at 5:00 p.m.; and

WHEREAS, the City is further required to conduct a public hearing prior to adopting any revisions or extensions of its TIP; and

WHEREAS, on May 9, 2023, the City of Covington City Council (“City Council”) held a public hearing on the revised 2024–29 TIP, inclusive; and

WHEREAS, the City Council, being satisfied that the revised and extended 2024–29 TIP, inclusive, addresses the City’s needs for the ensuing six years and is consistent with the City’s Comprehensive Plan;

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

Section 1. Findings of Fact. The “whereas” provisions listed above are adopted as Findings of Fact and are incorporated by reference as if fully set forth herein.

Section 2. City Council Authorization. The 2024–29 Six-Year Transportation Improvement Program for the City of Covington, as revised and extended for the ensuing calendar year, incorporated herein in its entirety as Exhibit A and on file in the City of Covington Clerk’s Office, is hereby adopted in its entirety, shall take effect on June 13, 2023, and previous plans shall be amended accordingly. A copy of the adopted 2024–29 Six-Year Transportation Improvement Program, together with a copy of this resolution, shall be filed with the Washington State Secretary of Transportation and the Washington State Transportation Improvement Board within 30 days of the adoption of this resolution.

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 and the city clerk, 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 13th day of June, 2023.

Signed in authentication of its passage this ____ day of _____, 2023.

Jeff Wagner, Mayor

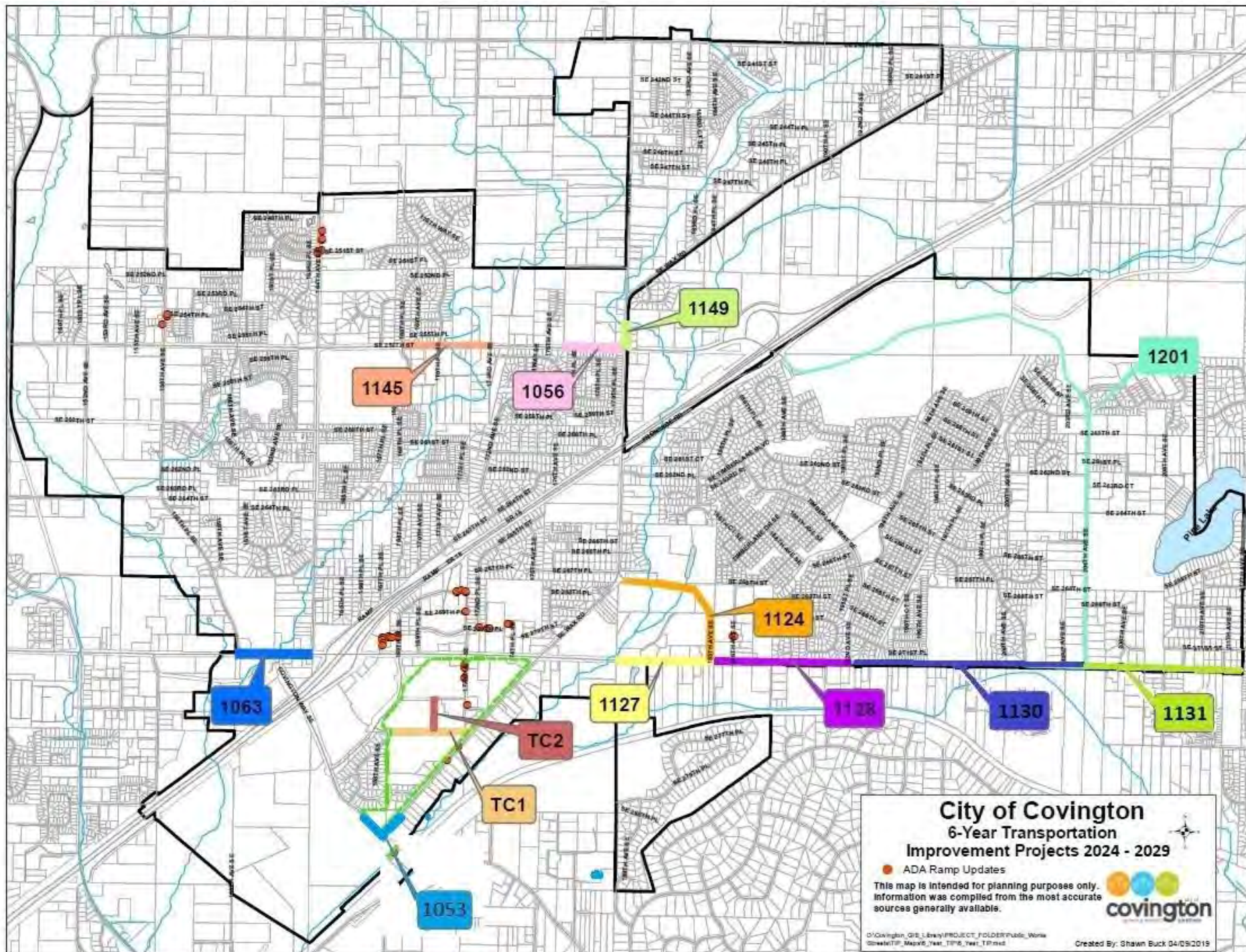
AUTHENTICATED:

Krista Bates, City Clerk

APPROVED AS TO FORM:

Mark Orthmann, City Attorney

CITY OF COVINGTON									
2024 to 2029 Transportation Improvement Program									
Summary									
Priority	City CIP #, Project Name, Termini, Major Class of Work	Phase	Funded	Expenditure Schedule in Thousands					
				Total Funds	1	2	3	4	5
					2024	2025	2026	2027	2028
1	1127, SE 272nd Street (SR 516) Jenkins Creek to 185th Place SE Widen to 5 lanes & reconstruct, Sidewalks, New stream crossing	Dgn R-o-W Const Total Cost	XX XX XX	0 0 3,000 3,000					
2	1201, 204th Avenue SE SE 272nd Street to SE 256th Street Widen to full City Standard, Sidewalks, Bicycle Lanes, Planted Medians	Dgn R-o-W Const Total Cost	XX XX XX						
3	1145, SE 256th Street 168th Avenue SE to 173rd Avenue SE Widen & reconstruct, Sidewalks, New stream crossing	Dgn R-o-W Const Total Cost	XX	0 418 5,911 6,329					
4	1128, SE 272nd Street (SR 516) 185th Place SE to 192nd Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, New signal.	Dgn R-o-W Const Total Cost	XX XX	400 1,980 9,457 11,837					
5	1063, SE 272nd Street (State Route 516) 160th Avenue SE to 164th Avenue SE Signal modifications, add turn lanes, stream crossing.	Dgn R-o-W Const Total Cost	XX XX	301 1,669 12,717 14,687					
6	1202, SR 516 Pedestrian Bridge Limits Undetermined Feasibility and predesign of pedestrian bridge over SR 516	Dgn R-o-W Const Total Cost	XX	800 0 0 800					
7	1053, SE Wax Road and Covington Way Wax Road/Covington Way Roundabout Intersection modifications	Dgn R-o-W Const Total Cost		220 1,150 1,630 3,000		Schedule driven by development (May be built in portions)			
8	1130, SE 272nd Street (SR 516) 192nd Avenue SE to 204th Avenue SE Widen to 5 lanes & reconstruct, Sidewalks, modify and complete new signal	Dgn R-o-W Const Total Cost		2,102 1,373 13,377 16,851					
9	1131, SE 272nd Street (SR 516) 204th Avenue SE to Eastern City Limits Widen to 5 lanes & reconstruct, Sidewalks, modify and complete new signal	Dgn R-o-W Const Total Cost		1,583 689 10,077 12,350					
10	Portions of 1056 and 1149 SE 256th Street and 180th Avenue SE Safety improvements, Sidewalks Signal modifications, add right turn lane.	Dgn R-o-W Const Total Cost		631 307 6,734 7,672					
11	Town Center 1 SE 276th Street 168th Place SE to SE Wax Road New Route, New Alignment, Type II Roadway	Dgn R-o-W Const Total Cost		1,550 6,981 4,650 13,180		Schedule driven by development (May be built in portions)			
12	Town Center 2 172nd Avenue SE SE 275th Street to SE 276th Street New Route, New Alignment, Type I Roadway	Dgn R-o-W Const Total Cost		579 989 1,737 3,304		Schedule driven by development (May be built in portions)			
13	1124, 185th Place SE Extension Wax Road/180th Avenue SE Roundabout to SE 272nd Street New Route, New Alignment, Access management.	Dgn R-o-W Const Total Cost		1,391 6,567 14,716 22,674					
ADA	Annual Citywide ADA Improvements Various Locations Installation of 36 truncated domes every year for first four years Rebuilds 7 ADA sidewalk ramps in 2022 and 2023	Dgn R-o-W Const Total Cost		0 0 172 172					
3.0% Annual Construction Cost Increase				TOTAL	119,356				



City of Covington
2024-29 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

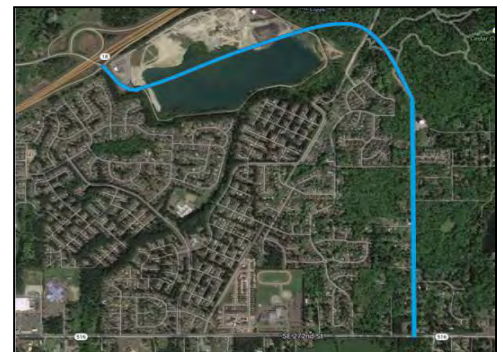
1. **CIP 1127 SE 272nd Street between Jenkins Creek and 185th Place SE**

This project is to widen and reconstruct a portion of SE 272nd Street between Jenkins Creek and 185th Place SE. This project will include the crossing of Jenkins Creek with a new structure for the stream, widening the street from 2-lanes to 5-lanes including curb and gutter, 8' sidewalks, access control features, landscaping and provisions for u-turns.



2. **CIP 1201 204th Avenue SE between SE 272nd Street SE and SE 259th Street**

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.



City of Covington
2024-29 Six-Year TIP
Project Descriptions

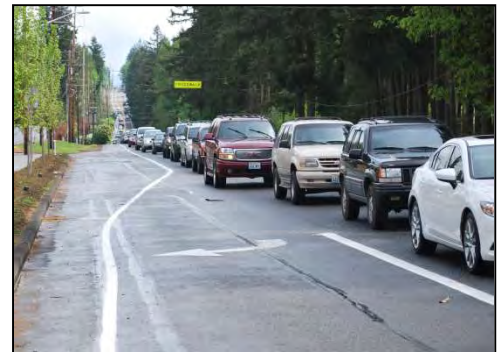
3. **CIP 1145 SE 256th Street between 168th Avenue SE and 173rd Avenue SE**

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.



4. **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.



5. **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.



City of Covington
2024-29 Six-Year TIP
Project Descriptions

6. **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.



7. **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.



8. **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.



City of Covington
2024-29 Six-Year TIP
Project Descriptions

9. **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.



10. **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.



City of Covington
2024-29 Six-Year TIP
Project Descriptions

11. **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.



12. **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.



13. **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.



Agenda Item 2

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: DISCUSS SELECTION OF CITIZEN AND HONORARY CITIZEN OF THE YEAR.

RECOMMENDED BY: Karla Slate, Communications and Marketing Manager

ATTACHMENT(S):

1. Nominations for Citizen of the Year and Honorary Citizen of the Year to be provided as handout.

PREPARED BY: Karla Slate, Communications and Marketing Manager

EXPLANATION:

In years past, the city has recognized Citizens of the Year for their contributions to the community of Covington. Previous Citizens of the Year include:

1998	Dianne Heide
1999	Eric Doan, Larry Harto, Margaret Harto, and Dr. William H. Modglin, Jr.
2000	Larry Clements and Sharon Clements
2001	Gerry Crick and Don Henning
2002	Mary Pritchard
2003	Steve Delvo
2004	Pat Sullivan
2005	Rob MacDonald
2006	Lloyd Evens
2007	Kevin Holland and Meg Holland
2008	Dave Lucavish
2009	Barbara Grohe
2010	Jim Schneider
2011	George and Susan Pearson
2012	Jeff Wagner
2013	Bryan Higgins
2014	Steven Pand
2015	Laura Morrissey
2016	Chele Dimmett
2017	Jason Morrison
2018	Jennifer Harjehausen
2019	Lauren Ravotti
2020	Kelsey Anderson
2021	Marc and Stacey Schuh
2022	Debra Hartsock

The city has also recognized non-residents of Covington as Honorary Citizens of the Year for their contributions to the community. Previous Honorary Citizens of the Year include:

2001 Jim Ramseth and Pat Ramseth
2002 Katie Pagenkopf
2003 Bob Nelson
2004 Shar Wagers and Greg Wingard
2006 Sue Smith
2007 Hugh Kodama
2008 Sonia Foss
2009 Daniel Key
2010 Jean Young
2011 Richard and Ina Balash
2012 Leslie Hamada
2013 Julie Stein
2014 Krista Bates
2015 Kevin Klason
2016 Mel and Rosie Knott
2017 Karen Brown
2018 Laura Roth
2019 Judy Swanberg
2020 Jennifer Liggett
2021 Jim Zook
2022 Justin VanLandschoot

In 2023, as in years past, promotional materials were prepared and distributed to announce that the city was accepting nominations and nomination forms were available online and at City Hall. Nominations were accepted from May 15 to June 6.

ALTERNATIVES:

- A. Re-open nomination period.
- B. Do not select a Citizen and/or Honorary Citizen of the Year.

FISCAL IMPACT:

None.

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

Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Honorary Citizen of the Year for 2023.

Councilmember _____ moves, Councilmember _____ seconds, to name _____ as Covington's Citizen of the Year for 2023.

SUBJECT: APPROVE A RESOLUTION ADOPTING THE 2024 WORK PLAN FOR SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP).

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S):

1. Resolution with attached 2024 SKHHP Work Plan and Budget
 - a. SKHHP 2024 Work Plan and Budget

PREPARED BY: Dafne Hernandez, Associate Planner

SUMMARY:

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement between nine south King County cities and King County to work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2024 work plan and budget must be approved by each legislative body and adopted by the SKHHP Executive Board.

BACKGROUND:

Every year, an annual work plan and budget are developed in collaboration with the SKHHP Executive Board, Advisory Board, and staff work group to guide the work of SKHHP staff in the coming year. Pursuant to the SKHHP Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget and work plan.

2024 SKHHP Work Plan

The 2024 draft work plan was developed through surveys to the Executive and Advisory Boards on their priorities in February 2023 and an interactive in-person workshop with the Executive Board in March 2023. The draft 2024 work plan was then reviewed with the SKHHP Advisory Board on April 6, 2023, and the Executive Board at their regularly scheduled meeting on May 19, 2023. Feedback was incorporated. A revised draft was shared with the Executive Board to review with member Councils as needed.

The 2024 work plan includes four goals with corresponding objectives and action items. Each action item is prioritized as a higher, medium, or lower priority. Indicators are included to measure progress on the goals. The four goals include the following:

1. Fund the expansion and preservation of affordable housing.
2. Develop policies that expand and preserve affordable housing.
3. Serve as an advocate for South King County.
4. Manage operations and administration.

2024 SKHHP Operating budget

The 2024 SKHHP operating budget totals \$419,158, supporting two full-time staff, and includes an itemization of all categories of budgeted expenses and an itemization of each jurisdiction's contribution, including in-kind services. Operating revenues originate from SKHHP member contributions. Contributions are proposed to increase 15% annually for each member city through 2026 as approved by the Executive Board in July 2021 to work towards a balanced budget.

Covington's 2023 SKHHP contribution was \$9,919, and the 2024 contribution would be \$11,407, an increasing contribution of 15%. These projected numbers assume no additional staff would be added. Member contributions are based on population size accordingly:

Population tier	2023 Contribution	2024 Contribution	2025 Contribution	2026 Contribution
<10,000	\$5,290	\$6,084	\$6,996	\$8,045
10,001 – 35,000	\$9,919	\$11,407	\$13,118	\$15,085
35,001 – 65,000	\$19,838	\$22,814	\$26,236	\$30,172
65,000 – 100,000	\$34,385	\$39,543	\$45,474	\$52,295
100,000+	\$44,965	\$51,710	\$59,466	\$68,386

Expenses impacted by inflation are proposed to increase by 5% in 2024, including salaries and benefits. SKHHP continues to spend down the fund balance from cost savings in 2019 and 2020 to mitigate any additional increases to member contributions.

RECOMMENDATION:

Staff recommends approval of the proposed Resolution (**Attachment 1**) adopting the 2024 SKHHP work plan and budget. This recommendation is based on the following:

1. The 2024 SKHHP work plan and budget are consistent with the Interlocal Agreement between Auburn, Burien, Covington, Des Moines, Federal Way, Maple Valley, Normandy Park, Renton, Tukwila, and King County.
2. 2024 SKHHP work plan and budget operationalize the agreed-upon priorities by the SKHHP Executive Board to implement the Interlocal Agreement by acting cooperatively to formulate housing policies and strategies that address housing stability, foster efforts to preserve and provide affordable housing by combining public funding and private-sector resources and support the implementation of other local policies and programs relating to affordable housing.

ALTERNATIVES:

- Discontinue funding SKHHP.
- Reduce the amount funded to SKHHP.
- Do not approve the work plan for 2024.

FISCAL IMPACT: The 2024 SKHHP contribution is \$11,407 and will be included in the 2024 proposed budget.

CITY COUNCIL ACTION: ___Ordinance X Resolution ___Motion ___Other

**Councilmember _____ moves, Councilmember _____ seconds,
to approve the resolution to continue funding SKHHP at the level of \$11,407
for the 2024 funding cycle as well as approve the work plan.**

REVIEWED BY: City Manager; City Attorney; Finance Director; Community Development
Director

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINGTON, WASHINGTON, APPROVING THE SOUTH
KING HOUSING AND HOMELESSNESS 2024 WORK PLAN
AND 2024 OPERATING BUDGET.**

WHEREAS, on February 6, 2019, the City of Covington enacted an Interlocal Agreement (ILA) with eight other south King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and an itemization of each Party's contribution, including in-kind services; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2024 work plan includes four goals with corresponding action items that further SKHHP's mission; and

WHEREAS, on May 19, 2023, the SKHHP Executive Board adopted Resolution 2023-01 enacting the 2024 work plan and budget upon approval by the legislative body of each participating party.

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

Section 1. The Covington City Council adopts the SKHHP 2024 Work Plan and 2024 SKHHP operating budget as shown in Exhibit A, which is incorporated by this reference.

Section 2. 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 3. 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 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. 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 13th day of June, 2023.

Signed in authentication of its passage this ____ day of _____, 2023.

Jeff Wagner, Mayor

AUTHENTICATED:

Krista Bates, City Clerk

APPROVED AS TO FORM:

Mark Orthmann, City Attorney

EXHIBIT A

RESOLUTION NO. 2023-01

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2024 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2024 work plan includes four goals with corresponding action items that further SKHHP's mission.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

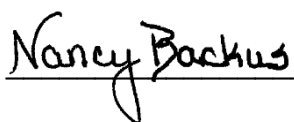
Section 1. The Executive Board adopts the 2024 SKHHP Work Plan in Attachment A.

Section 2. The Executive Board adopts the 2024 SKHHP Operating Budget in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and Signed this 22nd day of May, 2023



NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

RESOLUTION 2023-01 – ATTACHMENT A

SKHHP 2024 WORK PLAN

PURPOSE

Establish a 2024 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

BACKGROUND

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2024 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board, Advisory Board, and staff work group.

The work plan is organized into four goals with corresponding objectives and action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2024 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

GOALS & OBJECTIVES

Number	Goal	Objective
1	Fund the expansion and preservation of affordable housing.	Coordinate public resources to attract greater private and public investment for affordable housing in South King County.
2	Develop policies to expand and preserve affordable housing.	Share technical information and resources to promote sound housing policy.
3	Serve as advocate for South King County.	Provide a unified voice to advocate for South King County needs at a local, regional, and state level.
4	Manage operations and administration.	Sustain operational commitments and Interlocal Agreement requirements.



Goal 1

Fund the expansion and preservation of affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
1. Develop a long-term funding strategy for the Housing Capital Fund and facilitate conversations with member jurisdictions to identify and explore dedicated sources of revenue for affordable housing at the local and regional level.	•••
2. Pool resources from member jurisdictions for the Housing Capital Fund, including SHB 1406 and HB 1590 funds.	•••
3. Manage 2023 Housing Capital Fund funding round including facilitating approval from participating Councils and preparing contract documents.	•••
4. Manage 2024 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection.	•••
5. Encourage investment by private investors, lenders, and philanthropies.	•••
6. Work with member cities and project sponsors to start developing a pipeline of projects to be funded over the next five years.	••
Indicators	
○ Number of housing units or number of projects funded with financial support from SKHHP	
○ Number of housing units preserved with financial support from SKHHP	
○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund	
○ Total dollar amount from new sources of revenue added to the Housing Capital Fund	
○ Geographic diversity of applications received for annual Housing Capital Fund funding round	



Goal 2

Develop policies to expand and preserve affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
7. Develop subregional housing preservation strategies and facilitate implementation.	•••
8. Facilitate technical assistance and updates to the Affordable Housing Inventory Dashboard.	•••
9. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing.	••
10. Continue to refine and update housing policy matrix.	•
11. Convene land use planners to increase coordination and collaboration on housing policy and planning.	•
12. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan.	•
Indicators	
○ Number of preservation policies explored with members of the Executive Board	
○ Successful update of data and deployment of the Affordable Housing Inventory Dashboard	
○ Number of relationships built with developers	
○ Number of Executive Board briefings on key housing and homelessness topics	



Goal 3

Serve as advocate for South King County.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
13. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members.	••
14. Work collaboratively with public funders at the state and local levels to promote shared affordable housing goals and equitable geographic distribution of resources.	••
15. Produce public-facing communications content that highlights South King County through social media and newsletters.	•
16. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP's mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.	•
Indicators	
○ Number of events or engagement opportunities Advisory Board members organize or support	
○ Number of communications published	
○ Number of meetings, forums, or events attended that advance SKHHP's mission	



Goal 4

Manage operations and administration.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
17. Develop annual work plan and budget.	•••
18. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.	•••
19. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account.	•••
20. Organize and host monthly Executive and Advisory Board public meetings.	•••
21. Manage the Affordable Housing Inventory Dashboard contract.	•••
22. Maintain and update the SKHHP website.	••
23. Advance work on SKHHP Foundation efforts to establish logistics, administration, and pursue federal nonprofit status.	••
Indicators	
○ Work plan and budget adopted	
○ Quarterly progress reports prepared and presented to Executive Board	
○ Financial reports and public records maintained	
○ Commitments of the Affordable Housing Inventory Dashboard contract fulfilled	
○ Website maintained	
○ Application submitted for SKHHP Foundation 501c3 status	

RESOLUTION 2023-01 – ATTACHMENT B**2024 SKHHP Operating Budget**

Estimated beginning fund balance - January 1, 2024	\$ 205,736
Estimated ending fund balance -December 31, 2024	\$ 144,877

REVENUES

Auburn	\$ 39,543
Burien	\$ 22,814
Covington	\$ 11,407
Des Moines	\$ 11,407
Federal Way	\$ 51,710
Kent	\$ 51,710
Maple Valley	\$ 11,407
Normandy Park	\$ 6,084
Renton	\$ 51,710
Tukwila	\$ 11,407
King County*	\$ 51,710
Additional King County*	\$ 23,290
Interest earnings	\$ 2,100
Office space (in-kind donation)	\$ 12,000
TOTAL REVENUES	\$ 358,299
Spend down balance	\$ 60,859
TOTAL	\$ 419,158

EXPENSES

Salaries and benefits	\$ 305,344
Interfund IT	\$ 31,500
Advisory Board compensation	\$ 14,400
Office space (in-kind donation)	\$ 12,000
Other professional services/Misc.	\$ 6,400
Travel	\$ 5,250
Professional development	\$ 5,250
Supplies	\$ 2,000
Subtotal	\$ 382,144
Administering agency - 10% admin fee**	\$ 37,014
TOTAL	\$ 419,158

*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

**10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.

Agenda Item 4

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER TO AWARD AND EXECUTE A CONTRACT WITH RODARTE CONSTRUCTION INC. FOR THE SOCO PARK PHASE 1 IMPROVEMENTS PROJECT (CIP 1019).

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Public Works Contract
2. Bid Summary

PREPARED BY: Jonathan Sajda, Parks Project Manager

EXPLANATION:

SoCo Park is the planning name for the recently and officially named Founders Park. To avoid any confusion the project name will not change mid-project and will still be referred to as the SoCo Park Phase 1 Improvement Project through completion.

The SoCo Park Phase 1 Improvements Project includes trails/walkways, open lawn, landscaping, onsite parking, a new pedestrian crosswalk, furnishings, lighting, and signage. This is the first phase of improvements in a multi-phase approach towards completing all improvements in the park's master plan.

On April 20, 2023, the city requested bids through the formal bidding process for the SoCo Park Phase 1 Improvements Project. The city received seven sealed bids on the due date of May 18, 2023. The bids were opened at 2:05 PM on this date.

The bids range from \$958,734.00 to \$2,771,850.00 (this includes the base bid and two additive alternate options). The estimated project cost range was \$900,000 to \$1,100,000. The base bid summary is attached.

Rodarte Construction, Inc. is the lowest responsive and responsible bidder assuming the contract is awarded for the base bid and both additive alternates. Awarding the base bid and both additive alternates is recommended for the following reasons:

- Not including additive alternate 1 would mean no soft surface trail or nature play nodes in the interior of the park.
- Not including additive alternate 2 would reduce the open space and lawn area by about half.
- Delivering more improvements now provides more public benefit sooner than later.
- If the additive alternates are not completed now, they will likely cost more in the future due to inflation and construction cost trends.

However, to award the construction contract for the base bid and both additive alternates would require additional \$100,000 of funding to be allocated to this project for a reasonable project contingency budget line.

ALTERNATIVES:

1. Only award the base bid. This would leave \$100,598 of budgeted funds as contingency, which would be a reasonable amount for this project. No additional funds would be anticipated to be needed for this project.
2. Award the base bid and additive alternate #1. This would result in a low bid by a different contractor (Active Construction Inc.), would require an additional \$48,000 of funding to be allocated to this project for a reasonable contingency budget line, would require staff to complete a more detailed review of this contractor's bid proposal, and would require the construction contract to be brought back at a future city council meeting for consideration.
3. Award the base bid and additive alternate #2. This would require an additional \$33,000 to be allocated to this project for a reasonable contingency budget line.

FISCAL IMPACT:

Funding of this project has been provided by City of Covington, Washington and a grant administered by the Washington State Department of Commerce.

Available funding for construction allocated to this project in the city's adopted budget is \$966,937.15. This amount is sufficient to cover the cost of awarding the contract for the base bid and both additive alternates.

Assuming the construction contract is awarded for the base bid and both additive alternates, an amount of \$100,000 is needed to provide sufficient contingency funding for this project. This amount is available in the city's Parks Reserve Fund.

CITY COUNCIL ACTION: _____Ordinance _____Resolution X Motion _____Other

Councilmember _____ moves, Councilmember _____ seconds, to award the contract for the SoCo Park Phase 1 Improvements Project and authorize the City Manager to execute a contract with Rodarte Construction, Inc. in the amount of \$958,734.00, and approve \$100,000 of additional funding from the city's Parks Reserve Fund to be available for project contingencies.

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

ATTACHMENT 1

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this _____ day of _____, 20____ and is made by and between the City of Covington, a Washington municipal corporation ("City or Owner"), and Rodarte Construction, Inc., a corporation ("Contractor"), for the project known as SoCo Park Phase 1 Improvements (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor, and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

2. TERM

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations. It is impractical and difficult to calculate the actual costs and impacts of such delays. The parties therefore agree that the formula for calculating liquidated damages as set forth in the Contract Documents is an appropriate formula and will result in a reasonable approximation of the City's damages in the event of delay.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time,

money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

3. COMPENSATION

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed nine hundred fifty eight thousand seven hundred seventy four and 0/100 Dollars (\$958,774.00), which amount shall constitute full and complete payment by the City ("Total Compensation"). 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 Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

3.4 All protests, disputes, claims, requests for additional compensation or equitable adjustments, or any other adjustment to the Total Compensation shall be governed by the 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction. By failing to follow the procedures of Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.5 The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor. The provisions of this subsection 3.5 shall be in addition to any other remedies available under this Agreement.

4. INDEPENDENT CONTRACTOR

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

5. INDEMNIFICATION AND INSURANCE

5.1 Contractor Indemnification.

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by any Indemnified party,

and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 Subcontractor Indemnity. The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

5.6 Insurance.

5.6.1 General Requirements.

1. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
2. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
3. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
4. The insurance policies shall contain a “cross liability” provision.

5. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the City's insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
6. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
7. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
8. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the City may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
9. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

5.6.2 Additional Insured. All insurance policies, with the exception of Workers Compensation, shall name the City, its officers, elected officials, employees, agents, and volunteers as additional insured for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to the requirements of this Agreement describes limits lower than those maintained by the Contractor.

5.6.3 The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

1. **Workers' compensation and employer's liability insurance** in amounts sufficient pursuant to the laws of the State of Washington;
2. **Commercial general liability insurance** covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.
3. **Automobile liability insurance** covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
4. **Professional liability insurance** covering any negligent professional acts, errors or omissions for which the Contractor is legally responsible and with combined single limits of liability not less than \$2,000,000 per

claim and \$2,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

5. **Umbrella or excess liability insurance.** The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

6. **OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

7. **PATENTS, COPYRIGHTS, AND RIGHTS IN DATA**

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

8. **GENERAL PROVISIONS**

8.1 **Entire Contract.** The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement

of the other party except for those expressly contained in the Contract Documents. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents. Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4, 5, and 6; and 2 presiding over 3, 4, 5, and 6, etc.):

1. Addenda,
2. Proposal,
3. Public Works Contract,
4. Special Provisions,
5. Plans,
6. City of Covington Standard Plans or Details, and
7. 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

Specific references to the 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction in this Agreement shall not be construed to limit the application of those specifications in any way. In accordance with the order of precedence set forth above, the 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction is to be used for any and all terms and provisions that are consistent with and/or not included in the rest of the Contract Documents.

8.3 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of

this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

8.7 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8.8 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

8.9 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

8.10 Time Limitation and Venue. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

8.13 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.14 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

8.15 Engineer. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as: Jonathan Sajda, Parks Project Manager.

8.16 Notices. Any notices required to be given to Contractor or to the Engineer shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: Rodarte Construction, Inc.
Attn: John Ells, Vice President
17 East Valley Hwy East
Auburn, WA, 98092

ENGINEER: City of Covington
Attn: Jonathan Sajda, Parks Project Manager
16720 SE 271st St., Suite 100
Covington, WA 98042

8.17 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

8.18 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

8.19 Prevailing Wages. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract Work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with RCW Chapter 39.12, as well as any other applicable prevailing wage rate provisions. Contractor shall file an "Affidavit of Wages Paid." <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

8.20 Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

8.21 Trench Safety System. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 to 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 to 655.

8.22 Termination. The City may terminate this Agreement in accordance with Section 1-08.10 of the 2022 Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

8.23 City Business License Required. Prior to commencing the Work described herein, Contractor agrees to provide proof of a current City of Covington business license pursuant to Chapter 5.10 of the Covington Municipal Code.

8.24 Public Records Act. The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in RCW Chapter 42.56, and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Covington. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

8.25 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

8.26 COVID-19 Requirements. Contractor shall keep current and informed on, and comply with, all applicable COVID-19-related regulations, restrictions, and requirements, and shall not be entitled to additional cost and/or time related to the same unless such regulations, restrictions, or requirements are changed after execution of this Agreement and made more onerous by governmental action, and the Contractor can demonstrate additional cost or time (adversely affecting the critical path) directly related thereto. In such an instance, Contractor shall be granted additional time but no costs except for COVID-19 materials and supplies incurred and, in any event, Contractor shall not charge, or be entitled to, fee or mark-up on the same.

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

[Signature Page Follows]

Regan Bolli, City Manager
16720 SE 271st St., Suite 100
Covington, WA 98042

Signature of Authorized Individual

Street Address

City, State, Zip

[illegible]

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)

Notary Public in and for the State of Washington.

My commission expires _____

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

City of Covington**ATTACHMENT 2****Bid Summary****SoCo Park Phase 1 Improvements (CIP 1019)****Bid Opening: 2:00 PM, Thursday, May 18, 2023****Engineer's Estimate (including all Additive Alternates): \$900,000.00 to \$1,100,000.00**

	Company Name	Schedule A Base Bid	Schedule B Add Alt 1	Schedule C Add Alt 2	Receipt of Addenda 1-3	Proposal Signature Page	Bid Bond (Y/N)	Base and All Additives
1	L.W. Sundstrom Inc	\$2,391,400.00	\$190,225.00	\$190,225.00	Y	Y	Y	\$2,771,850.00
2	Rodarte Construction Inc	\$866,339.00	\$69,568.00	\$22,827.00	Y	Y	Y	\$958,734.00
3	W.S. Contractors LLC	\$1,727,677.80	\$153,919.20	\$163,050.00	Y	Y	Y	\$2,044,647.00
4	Active Construction Inc	\$892,589.00	\$21,740.00	\$70,655.00	Y	Y	Y	\$984,984.00
5	Northwest Cascade Inc	\$1,040,807.94	\$31,523.00	\$20,109.50	Y	Y	Y	\$1,092,440.44
6	A-1 Landscaping & Construction	\$1,055,668.31	\$39,197.22	\$36,536.24	Y	Y	Y	\$1,131,401.77
7	Green Tech Excavation	\$1,470,401.20	\$84,786.00	\$19,566.00	N	Y	Y	\$1,574,753.20

Agenda Item 5

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: CONSIDER RESOLUTION TO CHANGE AGE REQUIREMENTS FOR THE
COVINGTON YOUTH COUNCIL.

RECOMMENDED BY: Youth Council

ATTACHMENT(S):

1. Existing Resolution No. 2020-17
2. Proposed Resolution

PREPARED BY: Jaquelyn Ball, Recreation and Cultural Arts Manager

EXPLANATION:

The purpose of this agenda item is for city council to review and approve the youth council's recommendation for age requirements and the application and interview process to join the youth council. This is an effort to grow the youth council membership and reduce barriers.

1. The youth council recommends lowering the age of entry from 15 to 14 years of age. This will allow 9th grade students to join the youth council. This proposed change is captured in the proposed resolution.
2. The youth council recommends changing the number of references on the application from three to one. This change is planned to be made at the staff level unless city council directs staff otherwise.
3. The youth council recommends removing the word count from the essay portion of the application. This change is planned to be made at the staff level unless city council directs staff otherwise.
4. The youth council requests sending the city council's interview questions to potential youth council members in advance of the interview. This will help potential member feel more prepared and comfortable with the interview. This change is planned to be made at the staff level unless city council directs staff otherwise.

CITY COUNCIL ACTION: ___Ordinance ___Resolution X Motion ___Other

**Councilmember _____ moves, Councilmember _____
seconds, to approve the proposed resolution, in substantial form as that attached
hereto, to change to the age requirements for the Covington Youth Council.**

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

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING RESOLUTION NO. 2017-09 TO ALLOW MEMBER TERMS TO END UPON GRADUATION FROM HIGH SCHOOL

WHEREAS, it is important and beneficial to all residents of the City of Covington (the "City") to foster involvement of the community's youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City's connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

WHEREAS, at the City Council Summit on January 25, 2020, council decided to allow Youth Council members to remain in their appointed term until graduation from high school;

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

Section 1. Amendment of Youth Council. The Youth Council is hereby amended as set forth in Exhibit A.

Section 2. 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 3. 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/clerk errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. 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 28th day of July 2020.

Signed in authentication of its passage this 28th day of July, 2020.



Jeff Wagner, Mayor

AUTHENTICATED:



Joan Michaud, City Clerk

APPROVED AS TO FORM:

/s/ Mark Orthmann, as authorized by email on July 28, 2020
Mark Orthmann, City Attorney

EXHIBIT A

YOUTH COUNCIL

1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the “Youth Council”. The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

2. Purpose. The purpose of the Youth Council shall be as follows:

- 2.1 Involve youth in local government.
- 2.2 Increase volunteerism among youth in civic affairs.
- 2.3 Increase communication with youth in the Covington community.
- 2.4 Involve youth in planning youth activities for the Covington community.
- 2.5 Serve as an advisory body to the City Council on matters dealing with youth in the Covington community.

3. Adult Leader Positions. The Youth Council shall be guided and mentored by at least two (2) non-voting adult leaders. The adult leader positions shall be appointed and fulfilled pursuant to the following:

3.1 Appointment. Notice of Vacancies. Unless otherwise directed by the council, the city clerk’s office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application.

3.2 Applicant Interviews and Appointment. The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council’s schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.
- ~~The council shall also interview applicants seeking reappointment for the same position, unless otherwise determined by a majority of the council.~~

- Appointments will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.3 Appointment; Term. The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two-year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

3.4 Removal. The City Council may remove an adult leader from their position at any time without reason upon a majority vote of the council.

4. Youth Council Members. Voting members of the Youth Council shall be appointed and serve pursuant to the following:

4.1 Selection and Appointment. The city clerk's office shall advertise notice of vacant positions so that any interested and qualified individual may submit an application. Applicants shall be interviewed by the City Council and the adult leaders. The City Council shall make the final decision on appointments.

4.2 Member Criteria. Youth Council members shall be between the ages of fifteen (15) and eighteen (18) at the time of selection and reside or attend school within the City of Covington or a 3-mile radius of the City of Covington city limits.

4.3 Number of Members - Terms. The Covington Youth Council shall consist of a maximum of 15 members. Selected Youth Council members shall each serve ~~for a term of one (1) year~~ until the last day of the month of the member's graduation from high school. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4 Removal. The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

5. Organization and Rules. The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

ATTACHMENT 2

RESOLUTION NO. 2023-#

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AMENDING RESOLUTION NO. 2020-17 TO ALLOW YOUTH TO JOIN THE YOUTH COUNCIL AT AGE 14.

WHEREAS, it is important and beneficial to all residents of the City of Covington (the “City”) to foster involvement of the community’s youth in the process of government and the ideals of public service; and

WHEREAS, it is desirable to expand the City’s connections to the community; and

WHEREAS, it is desirable to increase the number of volunteers who help the City achieve its goals; and

WHEREAS, it is important to obtain community input on key issues facing the City;

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

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Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. 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 ____ day of _____, 2023.

Signed in authentication of its passage this ____ day of _____, 2023.

Jeff Wagner, Mayor

AUTHENTICATED:

Krista Bates, City Clerk

APPROVED AS TO FORM:

Mark Orthmann, City Attorney

EXHIBIT A

YOUTH COUNCIL

1. Covington Youth Council Established. The Covington City Council hereby establishes the Covington Youth Council, which shall be referred to as the “Youth Council.” The city manager shall designate appropriate city staff to advise and provide administrative assistance to the Youth Council leaders and members.

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3.2 Applicant Interviews and Appointment. The city council will endeavor to interview all applicants for an available position; provided that the mayor and mayor pro tem may limit the number of applicants interviewed by the council as a whole when the gross number of applicants is so large as to be an undue burden on the council’s schedule.

- All interviews for available positions shall be scheduled at either a special or committee of the whole council meeting. For the purpose of any special or committee of the whole council meeting in which interviews are the only agenda item, the council may proceed with calling the meeting to order and conducting said interviews so long as three (3) or more council members are present.
- Appointments will be made during a regularly scheduled council meeting.
- Upon appointment, new appointees will receive a briefing by city staff regarding the duties and responsibilities of the members of the Covington Youth Council.

3.3 Appointment; Term. The City Council, by majority vote, shall appoint at least two (2) adult leaders to the Youth Council. Upon establishment of the Youth Council, all adult leader positions shall be initially appointed for a two-year term. Thereafter, upon the expiration or vacancy of an adult position, the City Council, by majority vote, shall appoint

individuals to the adult leader positions in staggered-length terms to be determined by the City Council (e.g. one adult leader position assigned to a one-year term and the other adult leader position assigned to a two- year term; or, one adult leader position assigned to a two-year term and the other adult leader position assigned to a three-year term, etc.).

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4.3 Number of Members - Terms. The Covington Youth Council shall consist of a maximum of 15 members. Selected Youth Council members shall each serve until the last day of the month of the member's graduation from high school. There is no limit on the number of terms a Youth Council member may apply for and be appointed to.

4.4 Removal. The City Council, by majority vote, may remove a member of the Youth Council at any time without reason. The City Council may take such action only upon the recommendation of all adult leaders.

5. Organization and Rules. The Youth Council shall recommend such rules for governing its procedures as it deems necessary or advisable to the City Council for approval and shall keep a record of its proceedings, which record shall be a public record. The Youth Council shall hold regular meetings at least once every two (2) months and, pursuant to Section 8.0 of the Covington City Council Policies and Procedures, shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

Agenda Item 6

Covington City Council Meeting

Date: June 13, 2023

SUBJECT: CONSIDER APPOINTING AN ADDITIONAL VOTING DELEGATE FOR THE 2023 ASSOCIATION OF WASHINGTON CITIES ANNUAL BUSINESS MEETING.

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENT(S): None

PREPARED BY: Krista Bates, City Clerk/Executive Assistant

EXPLANATION:

The Association of Washington Cities (AWC) will hold its annual business meeting this year on June 22, 2023 in Spokane, WA. Each city selects up to three delegates to vote on AWC policy at the annual business meeting held during the conference. Also, at the annual business meeting:

- You elect your board of directors – the people who guide your association’s activities.
- You debate the hot issues that impact cities.
- Hear about AWC’s legislative work and what happened during the legislative session directly from AWC’s lobbyists. Find out how it impacts your city and what bills survived.

At its regular meeting on May 23, 2023, City Council appointed Mayor Wagner and Councilmember Hartsock to represent the city as two voting delegates since they were registered to attend the conference at that time.

Kristina Soltys has also been registered to attend the AWC conference and the city has one voting delegate spot remaining for the Annual Business Meeting.

The AWC Business Meeting will occur in Spokane at the Spokane Convention Center in conjunction with the AWC Annual Conference! An online option will also be provided for those who wish to view the meeting and/or participate as a voting delegate.

ALTERNATIVES:

Not Applicable.

FISCAL IMPACT:

None.

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

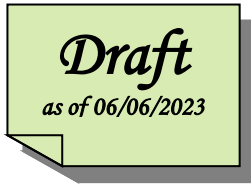
Councilmember _____ moves, and Councilmember _____ seconds to appoint _____ as an additional voting delegate to represent the City of Covington at the 2023 Association of Washington Cities Annual Business Meeting.

REVIEWED BY: City Manager, City Clerk

DISCUSSION OF FUTURE AGENDA ITEMS:

5:40 p.m., Tuesday, June 27, 2023 Special Meeting
Commission Interviews

7:00 p.m., Tuesday, June 27, 2023 Regular Meeting
(draft agenda attached)



CITY COUNCIL SPECIAL MEETING AGENDA – 5:40 PM
CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 PM
www.covingtonwa.gov

Tuesday, June 27, 2023 **Covington City Hall**
7:00 p.m. **Council Chambers, 16720 SE 271st Street, Suite 100, Covington and**
Telephonically/Virtually via Zoom Platform

Note: Council will interview applicants for the various commissions beginning at 5:40 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/87508488788?pwd=w8rXRmRnFe4BjEq9ORXFftJibMTaoS.1>
Passcode: CovCouncil

Join by Telephone: 253-215-8782
Webinar ID: 875 0848 8788
Passcode: 9559520229

CALL CITY COUNCIL REGULAR MEETING TO ORDER

ROLL CALL/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMUNICATION

- LakePointe Update – Brookfield Properties
- Presentation of Five-Year Plan and Sub-Regional Implementation Plans (Abby Anderson, King County Regional Homelessness Authority)

PUBLIC COMMENT Speakers will state their name, address, and organization. Comments are directed to the City Council, not the audience or staff. Comments are not intended for conversation or debate and are limited to no more than four minutes per speaker. For attendees participating virtually, click the “raise hand” button in Zoom. For attendees participating by phone, dial *9 to raise your hand. Once the City grants you permission to speak, press “unmute” if participating virtually or dial *6 to “unmute” if participating by phone.

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

APPROVE CONSENT AGENDA

- C-1. Minutes: June 13, 2023 Special Meeting – Study Session Minutes and June 13, 2023 Regular Meeting Minutes (Bates)
- C-2. Vouchers (Parker)

- C-3. Authorize City Manager to Execute an Amendment to Lane Powell Professional Services Agreement (Orthmann)
- C-4. Acceptance of the Roundabout Rectangular Rapid Flashing Beacons Project (CIP 1029 RRFB) (Stegman)

REPORTS OF COMMISSIONS

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

NEW BUSINESS

1. Consider Appointment to Arts Commission (Council)
2. Consider Appointments to Youth Council (Council)
3. Consider Appointment to Equity, Cultural, and Social Justice Commission (Council)
4. Introduction on the SR 516 Corridor Study (Stegman)

FUTURE AGENDA ITEMS

COUNCIL/STAFF COMMENTS

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

EXECUTIVE SESSION – if needed

ADJOURN

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