



**CITY COUNCIL SPECIAL MEETING AGENDA – 5:40 PM**  
**CITY COUNCIL REGULAR MEETING AGENDA – APPROXIMATELY 7:00 PM**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

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

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*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 (David Greenstein & Scott Jones, Brookfield Properties)
- Presentation on Body Worn Cameras in King County Sheriff's Office (KCSO Captain Todd Miller)
- 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. Vouchers (Parker)

- C-2. Authorize City Manager to Execute Amendment No. 2 to Lane Powell Professional Services Agreement (Orthmann)
- C-3. Authorize City Manager to Execute a King County Regional Agreement for an Opioid Abatement Council (Orthmann)
- C-4. Acceptance of the Roundabout Rectangular Rapid Flashing Beacons Project (CIP 1029 RRFB) (Stegman)
- 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 Jenkins Creek Park (Newton)
- C-6. Resolution to Approve an Interfund Loan up to \$810,800 from the General Fund to Capital Investment Program (CIP) Fund for the SoCo Park Phase 1 Improvements Project (CIP 1019) (Newton)
- C-7. Authorize Finance Director to Execute an Interagency Agreement for Sharing Taxpayer Information Between Participating Cities, Addendum to the Agreement for Sharing Taxpayer Records and Information, and Designate Information Security Officers to Administer Records (Parker)

#### **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. SR 516 Corridor Study Briefing (Stegman)
5. Consider Awarding Construction Contract for SE 256th Street Overlay (148<sup>th</sup> Avenue SE to 156<sup>th</sup> Avenue SE) Project (CIP 1028) to Lowest Responsible Bidder (Vondran)

#### **FUTURE AGENDA ITEMS**

#### **COUNCIL/STAFF COMMENTS**

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

#### **EXECUTIVE SESSION – if needed**

#### **ADJOURN**

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

## Consent Agenda Item C-1

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: APPROVAL OF VOUCHERS

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S): (Provided under separate cover.) Vouchers #45659 - #45849, including ACH payments and electronic funds transfers in the amount of \$462,788.18 dated June 2, 2023; Vouchers #45850 - #45994, including ACH payments and electronic funds transfers in the amount of \$1,438,946.78 dated June 16, 2023; and Paylocity Payroll Voucher #1017861101 - #1017861109 inclusive, plus employee direct deposits and wire transfers, in the amount of \$313,036.61, dated June 9, 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 #45659 - #45849, including ACH payments and electronic funds transfers in the amount of \$462,788.18 dated June 2, 2023; Vouchers #45850 - #45994, including ACH payments and electronic funds transfers in the amount of \$1,438,946.78 dated June 16, 2023; and Paylocity Payroll Voucher #1017861101 - #1017861109 inclusive, plus employee direct deposits and wire transfers, in the amount of \$313,036.61, dated June 9, 2023.**

## Consent Agenda Item C-2

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH LANE POWELL PC TO EXTEND THE TERM AND INCREASE THE TOTAL AMOUNT PAYABLE.

RECOMMENDED BY: Mark Orthmann, City Attorney

ATTACHMENT(S):

1. Proposed Amendment No. 2 with Lane Powell PC
2. Original Agreement with Lane Powell PC
3. Amendment No. 1 with Lane Powell PC

PREPARED BY: Mark Orthmann, City Attorney

EXPLANATION:

On March 16, 2020, the city entered into a professional services agreement with Lane Powell PC to provide general construction legal services. These services will be needed by the city in for the foreseeable future to provide general counsel and defense against construction claims and litigation.

Staff requests that council extend the term of the agreement to May 10, 2026 and increase the payment amount not to exceed \$100,000, which is an increase of \$70,000. This amendment does not mean that the contract will reach this amount, but it provides staff with flexibility to continue to defend the city's interests over the next three years.

ALTERNATIVES:

1. N/A

FISCAL IMPACT: This contract will be paid for by the Street Fund and is anticipated to be reimbursable under the developer agreement with BrookCal; however, the developer has not accepted the tender of this claim at this time. As these funds are not included in the 2023 Budget, this will require a budget amendment during our annual budget amendment process in order to appropriate the funds for payment.

Ordinance:

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution X Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the city manager to execute an amendment to the professional services agreement with Lane Powell PC, in substantial form as presented.**

REVIEWED BY: City Manager; City Attorney; Finance Director



**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT CAG 038-2020  
between the City of Covington and  
Lane Powell PC**

This Amendment (“Amendment No. 2”) is made between the City of Covington, a Washington municipal corporation (“City”), and Lane Powell PC, a professional 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 general construction counsel (“Agreement”), dated effective May 8, 2020, and as amended by Amendment No.1, 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 May 10, 2026 (“Amended Term”).
- II. AMENDED COMPENSATION.** The amount of compensation, as referenced by Section III of the Agreement, shall be amended to pay an additional amount not to exceed \$70,000. The total amount payable to Contractor pursuant to the original Agreement, all previous amendments, and this Amendment, shall be an amount not to exceed \$100,000. 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) in the Agreement for the Amended Term. 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.**

<p><b>CONTRACTOR:</b></p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: Stanton Phillip Beck Its: Shareholder</p> <p>DATE: _____</p>	<p><b>CITY OF COVINGTON:</b></p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: Regan Bolli Its: City Manager</p> <p>DATE: _____</p>
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City of Covington  
Agreement No.

038-2020

**PROFESSIONAL SERVICES AGREEMENT**  
between the City of Covington and  
Lane Powell PC

THIS AGREEMENT is made between the City of Covington ("City"), a Washington municipal corporation, and Lane Powell PC ("Contractor"), a Washington professional corporation.

**I. DESCRIPTION OF WORK.** Contractor shall perform the following services for the City: general construction counsel.

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.

**II. TERM OF AGREEMENT.** The parties agree that work will begin on the tasks described in Section I upon the effective date of this Agreement, and Contractor shall complete the work by May 10, 2022. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

**III. COMPENSATION.** The City shall pay Contractor a total amount not to exceed \$30,000.00 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 rates charged for Contractor's services shall be as delineated in the attached and incorporated Exhibit A. All rates charged shall remain locked at the negotiated rates throughout the term of this Agreement.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City shall notify the Contractor and the City shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period.

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with RCW Chapter 51.08, the parties make the following representations:

A. The Contractor controls and directs the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Contractor maintains and pays for its own place of business from which Contractor's services under this Agreement will be performed.

C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Contractor's services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

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 at its address set forth on 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.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as follows:

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 work hereunder by the Contractor, its agents, representatives, or employees.

B. No limitation. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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 work 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 work.

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 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 work.

**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. 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.

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. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its 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 addresses listed on the signature page of the Agreement, unless notified to the contrary in writing. Any 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. 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.

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

H. 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.

**EXHIBIT A**  
**COMPENSATION**

**Method of Compensation:**

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount calculated on the basis of \$410.00 hourly labor charge rate for Contractor's personnel as shown below:

Stanton P. Beck  
Jennifer M. Beyerlein  
Andrew J. Gabel  
Geoffrey Palachuk  
Other attorneys as agreed to in writing by the City.



CAG 038-2020\_

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT CAG 038-2020  
between the City of Covington and  
Lane Powell PC**

This Amendment ("Amendment No. 1") is made between the City of Covington, a Washington municipal corporation ("City"), and Lane Powell PC, a professional 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 general construction counsel ("Agreement"), dated effective May 8, 2020, 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 May 10, 2025 [Insert specific date] ("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.**

<p><b>CONTRACTOR:</b></p> <div style="text-align: center; margin-top: 20px;"> </div> <p>By: _____ (signature)</p> <p>Print Name: <u>Stanton Phillip Beck</u></p> <p>Its: <u>Shareholder</u> (title)</p> <p>DATE: <u>March 15, 2022</u></p>	<p><b>CITY OF COVINGTON:</b></p> <div style="text-align: center; margin-top: 20px;"> </div> <p>By: _____ (signature)</p> <p>Print Name: <u>Mark Orthmann</u></p> <p>Its: <u>City Attorney</u></p> <p>DATE: <u>3-16-2022</u></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Lane Powell PC 1420 Fifth Avenue Suite 4200 Seattle WA 98111-9402 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Endurance American Specialty Ins Co.		41718
	INSURER B: Aspen Specialty Insurance Company		10717
	INSURER C: Evanston Insurance Company		35378
	INSURER D: National Fire & Marine Ins Co		20079
	INSURER E: Great American Fidelity Insurance Co.		41858
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570087362630      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Nr) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A C B	Lawyers Prof			LPL10006723006 MKLV7PL0004645 LR00C1M21	04/01/2021 04/01/2021 04/01/2021	04/01/2022 04/01/2022 04/01/2022	Limit \$40,000,000 Aggregate \$80,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Total Limit of Liability: \$40,000,000 per claim / \$80,000,000 aggregate

Insurer Participation:

Primary Layer - Endurance American Specialty Insurance Company (25.00%), Aspen Specialty Insurance Company (25.00%), Evanston Insurance Company (25.00%), National Fire & Marine Insurance Company (15.00%), Great American Fidelity Insurance Company (10.00%)

Excess Layer - QBE Specialty Insurance Company (25%), Crum & Forster Specialty Insurance Company (25%), Columbia Casualty Company (25.00%)

### CERTIFICATE HOLDER

### CANCELLATION

Lane Powell PC 1420 Fifth Avenue Suite 4200 Seattle WA 98111-9402 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>
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Holder Identifier :

Certificate No : 570087362630

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ACORD 25 (2016/03)

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Lane Powell PC	
POLICY NUMBER See Certificate Number: 570087362630		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570087362630	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	OTHER						
D				42EPP31058902	04/01/2021	04/01/2022	
E				LAPE558576	04/01/2021	04/01/2022	



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Lane Powell PC	
POLICY NUMBER See Certificate Number: 570087362630			
CARRIER See Certificate Number: 570087362630	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:  
 Interstate Fire & Casualty Company (25.00%)  
 Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Lane Powell PC 1450 Fifth Avenue Suite 4200 Seattle WA 98111-9402 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Hartford Casualty Insurance Co	29424
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Sentinel Insurance Company, Ltd	11000
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570088398230**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:			10UUNHH0906 Package- Hartford	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10UUNHH0906 Auto - Package	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			10RHUHF9899 Umbrella-Hartford SIR applies per policy terms & conditions	06/30/2021	06/30/2022	EACH OCCURRENCE \$25,000,000 AGGREGATE
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	10WEZV3006 Workers Comp	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570088398230

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alaskan Express Service, Inc. is Additional Insured under General Liability when required by written contract as respect their interest in the operations of the Named Insured. Coverage is Primary and -Non-Contributory in General Liability. waiver of Subrogation applies in general liability.

**CERTIFICATE HOLDER****CANCELLATION**

Alaskan Express Service Inc. 3623 Munster Street Haywood CA 94545 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>

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## Consent Agenda Item C-3

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A KING COUNTY REGIONAL AGREEMENT FOR AN OPIOID ABATEMENT COUNCIL.

RECOMMENDED BY: Mark Orthmann, City Attorney

ATTACHMENT(S):

1. King County Regional Agreement for an Opioid Abatement Council
2. One Washington MOU

PREPARED BY: Mark Orthmann, City Attorney

EXPLANATION:

This item seeks city council approval to authorize the city manager to execute a regional agreement creating the King County Regional Opioid Abatement Council (“OAC”) and allowing the city’s participation.

Over the past few years, multiple states, counties, and cities throughout the nation brought lawsuits against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids. The lawsuits are attempting to hold these companies accountable for creating the opioid crisis that has affected the entire country.

On April 26, 2022, council approved the One Washington MOU, which was a requirement for the distributor settlement to become final and effective. On September 13, 2022, council approved a Participation Form and an Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State. These disbursement payments have now begun. On March 28, 2023, council approved five additional participation forms and an allocation agreement regarding a national settlement with five opioid manufacturers and pharmacies.

The One Washington MOU provided the framework for how distributor settlement funds would be allocated in Washington. The One Washington MOU provides that proceeds of the settlement can only be used for approved purposes as outlined in the agreement, such as treatment for opioid use disorder (“OUD”), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research. Pursuant to the One Washington MOU, local governments are required to form Opioid Abatement Councils prior to distribution of any of the settlement funds from the various Opioid Litigation Claims.

The King County Regional Agreement for an Opioid Abatement Council (“OAC Agreement”), establishes the OAC, to include King County and the cities of Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Snoqualmie, Tukwila, and Woodinville.

The purpose of the OAC is to oversee allocation and distribution of settlement funds, to review expenditures for compliance with the One Washington MOU, and to resolve any disputes that arise among the participants. King County will serve as the administrative body for the OAC and there will be four members: two from King County, one from Seattle, and one chosen by the Sound Cities Association. All persons who serve on the OAC must have work or educational experience that is relevant to the opioid crisis and the abatement work the settlement funds are intended to compensate for. The OAC Agreement shall be effective for the time period that the political subdivisions receive payments under any of the current Opioid Litigation Claims and shall continue to be effective until one year after the final payment of such funds.

ALTERNATIVES:

1. Do not authorize the OAC Agreement and establish Covington's own abatement council to receive the opioid settlement funds.

FISCAL IMPACT: The agreement provides for each Party to contribute 10 percent of its annual Opioid Funds allocation to pay for OAC Administrative costs.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the city manager to execute the King County Regional Opioid Abatement Council Agreement in substantial form as presented, and further authorizes the city manager to make minor adjustments to the agreement that may be necessary to reach a final agreement without additional council action.**

REVIEWED BY: City Manager, City Attorney, Finance Director

**KING COUNTY REGIONAL AGREEMENT  
OPIOID ABATEMENT COUNCIL**

This regional agreement for an opioid abatement council is entered into among King County and the cities of Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Snoqualmie, Tukwila and Woodinville, each a “Party” and jointly “Parties.”

**SECTION 1. RECITALS**

**WHEREAS**, the State of Washington and other local governments have engaged in litigation with entities who manufacture, distribute, and dispense prescription opioids; and

**WHEREAS**, the opioid litigation has resulted in various settlements and/or judgments with direct money payments to be made to the state and its eligible political subdivisions; and

**WHEREAS**, the One Washington Memorandum of Understanding Between Washington Municipalities (“the MOU”), attached hereto with Exhibits A, B, and C, and incorporated by reference, which has been previously approved and executed by the Parties, requires the formation of an opioid abatement council; and

**WHEREAS**, the undersigned Parties do hereby adopt and implement this Agreement for the creation of the King County Regional Opioid Abatement Council (“OAC”), to be bound by the terms of this Agreement, the MOU and exhibits thereto, the settlement agreement provisions, and any applicable state statute(s).

**NOW, THEREFORE**, it is hereby agreed by the Parties:

**SECTION 2. DEFINITIONS**

1. “Approved Purposes” refers to the strategies specified and set forth in Exhibit A to the MOU.
2. “OAC Administrator” shall mean King County, the Party who shall perform the duties assigned to the OAC Administrator in Section 4.C.
3. “Opioid Funds” shall mean monetary amounts obtained through a settlement, judgment or any other manner from the Opioid Litigation.
4. “Opioid Litigation” shall mean the litigation between state and/or local jurisdictions and Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health, and McKesson; and the national opioid settlement agreements involving Teva Pharmaceutical Industries, Allergan, Walgreens, Walmart, and CVS.
5. “National Settlement Agreement(s)” or “Settlement(s)” means the national opioid settlement agreements involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health, and McKesson; and the national opioid settlement agreements involving Teva Pharmaceutical Industries, Allergan, Walgreens, Walmart, and CVS.

### SECTION 3. PARTICIPATING ENTITIES

The Parties to this Agreement are the political subdivisions in King County entitled to direct payment of Opioid Funds pursuant to the National Settlement Agreements derived from the Opioid Litigation.

### SECTION 4. CREATION OF THE KING COUNTY REGIONAL OAC

Consistent with the MOU Exhibits A, B and C, the Parties create and establish the OAC to perform the duties and functions set forth in the MOU and herein.

#### A. OAC Members

1. **Membership** – Representation on the OAC shall be roughly proportional to Opioid Fund distribution with a total of four party representatives: two from King County, one from the City of Seattle, and one chosen by the Sound Cities Association (SCA). All persons who serve on the OAC must have prior work or educational experience pertaining to one or more of the Approved Purposes.
2. **Chair** – As the OAC Administrator, one of the King County representatives to the OAC shall be the chairperson to preside at and lead all meetings of the OAC and to act as the representative of the OAC in any matters contemplated by the MOU. The chairperson is entitled to vote on all OAC business and at King County’s discretion, the role of the chairperson may alternate between the two King County OAC representatives.
3. **OAC Vacancies** – In the event the OAC has a vacancy, the Party or Parties whose representative vacated the position shall select a new member for the OAC.
4. **Alternates** – Parties may designate alternate representatives to serve on the OAC in the absence of the Party or Parties’ primary representative. Alternates must meet the same work/educational experience requirements as primary representatives.

#### B. Duties of the OAC

1. **Oversight** – As provided in this Agreement, the OAC shall monitor distribution, expenditure, re-allocation, and dispute resolution related to the Parties’ allocations of Opioid Funds for Approved Purposes within the King County Region.
2. **Data Requirements** – The OAC shall determine what data and in what form and under what timelines the Parties must provide to the OAC Administrator regarding the Parties’ Opioid Fund allocation expenditures.
3. **Reports** – The OAC shall annually review reports prepared by the OAC Administrator of the Parties’ Opioid Funds allocation expenditures for compliance with the Approved Purposes and the terms of the MOU and any Settlement.
4. **Re-Allocation of Opioid Funds** – If the OAC is notified that a Party will forego some or all of its allocation of Opioid Funds, the OAC shall:
  - (i) Request and then approve or deny proposals from other Parties and/or community groups for use of the allocation within the King County Region; and
  - (ii) Direct the trustee responsible for releasing Opioid Funds to distribute the allocation to the Party(ies) and/or community group(s) whose proposals were approved by the OAC.

5. **Reporting** – The OAC shall report and make publicly available all decisions on Opioid Fund allocation and re-allocation applications, proposals, distributions, and expenditures by the OAC and the Parties.
6. **Dashboard** – The OAC shall develop and maintain a centralized public dashboard or other repository for the publication of expenditure data from the OAC and the Parties that receive Opioid Funds. The dashboard or repository shall be updated at least annually.
7. **Outcome Data** – If necessary, the OAC shall require and collect additional outcome-related data from the Parties to evaluate the use of the Opioid Funds. The OAC shall work with the Parties to determine the type of outcome data to be collected.
8. **Complaints** – The OAC shall establish a process for hearing complaints and resolving disputes by Parties regarding the alleged failure of the OAC or a Party to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. **Noncompliance** – If the OAC finds that a Party’s expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes of the MOU, or that the Party otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Party. Such remedial action is left to the discretion of the OAC and may include notifying the Settlement Fund Administrator of the noncompliant expenditure(s) and requesting suspension of direct payments to the offending Party and re-allocation by the OAC consistent with Section B.4.

#### C. Duties of the OAC Administrator

1. **Receipt of Expenditure Reports** – The OAC Administrator shall receive and maintain the expenditure reports provided by the Parties pursuant to Section D.8 and shall provide them to the members of the OAC for the annual review required under Section B.3.
2. **Re-Allocation** – The OAC Administrator shall be responsible for requesting proposals, notifying the Settlement trustee as required, and maintaining records of distribution decisions for Opioid Funds subject to re-allocation under Section B.4.
3. **Reporting** –
  - (i) The OAC Administrator shall fulfill the OAC’s responsibilities for collecting data, preparing reports, and making information publicly available, including through the development, maintenance, and annual updating of a centralized public dashboard or other repository.
  - (ii) The OAC Administrator shall set deadlines for the Parties to submit data to the OAC and the OAC shall not be responsible for any deficiencies in data or reports due to the failure of a Party to meet those deadlines or the reporting requirements under Section D.
  - (iii) Nothing in this Section C shall relieve a Party of its responsibilities to maintain, report, and produce data or records as required by Section D, the MOU, and/or any Settlement Agreement.
4. **Outcome Data** – If the OAC determines that outcome-related data will be collected, the OAC Administrator will receive such data from the Parties and prepare any related reports as directed by the OAC.

5. **Records Retention** – The OAC Administrator shall maintain OAC records for no less than five (5) years and shall make such records available for review by other Parties or the public. Records requested by the public shall be produced in accordance with the Washington Public Records Act, chapter 42.56 RCW. Nothing in this section supplants any Party’s obligations to retain and produce its own records as provided in this Agreement.
6. **Accounting of Administrative Expenses** – The OAC Administrator shall prepare the annual accounting of OAC administrative expenses.

#### D. Duties of the Parties

1. **Notice of OAC Representative** – Parties shall notify the OAC Administrator of its OAC representative and alternate, if any, and shall timely fill vacancies.
2. **Use and Distribution of Opioid Funds** – Parties shall maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes.
3. **Notice to Forego Allocation** – If a Party chooses to forego its allocation of Opioid Funds, it will notify the OAC so the funds can be re-allocated as provided in Section B.4. A Party’s notice that it will forego its allocation of Opioid Funds shall apply to all future allocations unless the Party notifies the OAC otherwise. A Party is excused from the reporting requirements set forth in this Agreement for any allocation of Opioid Funds it foregoes.
4. **Allocation Amount** – If a Party disputes the amount it receives from its allocation of Opioid Funds, the Party shall resolve the dispute with the Settlement Fund Administrator. However, the Party shall alert the OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert the OAC within this timeframe shall not constitute a waiver of the Party’s right to seek recoupment of any deficiency in its allocation.
5. **Collaboration** – Parties may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds as long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the MOU and the Settlements.
6. **Proposal Methodology** – Parties shall develop and implement a methodology for obtaining, receiving, and reviewing proposals for use of their allocation of Opioid Funds.
7. **Community-Based Input** – Parties shall ensure an opportunity for community-based input on priorities for Opioid Fund allocation strategies.
8. **Reporting** – Parties shall report to the OAC Administrator on all expenditures of Opioid Fund allocations. The specific data to be provided shall be determined by the OAC.
9. **OAC Administrative Payment** – As further described in Section 6, beginning in 2023 each Party shall contribute 10% of its annual Opioid Funds allocation to pay for OAC Administrative Costs.
10. **Party’s Administrative Costs** – After the 10% OAC Administrative Costs contribution, the administrative costs for a Party to administer its allocation of Opioid Funds shall not exceed 10% of the remaining allocation or actual costs, whichever is less.

11. **Records Retention** – Parties shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by other Parties, the OAC, or the public. Records requested by the public shall be produced in accordance with the Washington Public Records Act, chapter 42.56 RCW. Records requested by another Party or the OAC shall be produced within twenty-one (21) days of the date the record request was received. Nothing in this Agreement supplants any Party’s obligations under the Washington Public Records Act.

#### SECTION 5. OAC ACTION

- A. The OAC shall take action by way of motion and such motions shall be adopted if approved by a favorable majority vote.
- B. Any action by the OAC shall not be effective unless approved by a quorum of the members. The OAC quorum shall be a simple majority of its members.

#### SECTION 6. FINANCING OF OAC ADMINISTRATIVE COSTS

- A. The OAC Administrator shall act as the fiscal agent for the OAC and shall hold funds and pay, either directly or through reimbursement, administrative costs related to the OAC (“OAC Administrative Costs”).
- B. Beginning in 2023, each Party shall contribute 10% of its allocation of Opioid Funds to an appropriate fund held by King County Treasury to pay for OAC Administrative Costs. The OAC Administrator shall annually calculate and notify each Party and King County Treasury of the amount of each Party’s required contribution. Within 90 (ninety) days of receiving notification, King County Treasury shall transfer the appropriate amounts from each Party’s Real Estate Excise Tax (REET) account to the OAC Administrative Costs fund. King County Treasury and a Party may agree on a procedure other than REET transfer for accepting a Party’s contribution.
- C. Each Party’s share of responsibility for annual OAC Administrative Costs shall be proportionate to the number of Opioid Funds the Party received in that year as compared to the amount received by other Parties.
- D. OAC administrative expenses shall not exceed 10% of the Parties’ combined annual Opioid Funds received or actual costs, whichever is less. This does not preclude a Party from using 10% of its remaining allocation of Opioid Funds, after it’s OAC Administrative Cost contribution, for its own administrative costs as outlined in the MOU and in Section D.10.
- E. Beginning in 2024, the OAC Administrator shall provide the Parties with an annual accounting for the prior year (July 1 to June 30) of all actual OAC Administrative Costs along with the allocation showing each Party’s proportionate share of the costs.
- F. If the amount contributed by a Party to the OAC Administrative Costs fund under Section 6.B in a year exceeds that Party’s proportionate share of the OAC Administrative Costs for that year,

King County Treasury shall retain the excess amount in the OAC Administrative Costs fund and reduce that Party's required contribution for the following year by that same amount. Any excess contributions remaining in the fund after termination and payment of all OAC Administrative Costs will be returned to the contributing Party for use as authorized by the MOU.

**SECTION 7. DURATION**

This Agreement shall be effective for the time period that the political subdivisions receive payments under any of the Opioid Litigation claims and shall continue to be effective until one year after the final payment of such funds.

**SECTION 8. TERMINATION**

This Agreement shall be self-terminating one year after the final distribution of funds and all reporting finalized through or by the Parties to the MOU.

**SECTION 9. MODIFICATIONS OR AMENDMENTS**

This Agreement may be modified or amended upon written agreement by all participating Parties, except that the OAC may amend the definitions of Opioid Litigation and National Settlement Agreements in order to make this Agreement applicable to future opioid litigation settlements. Any modifications or amendments to the Agreement must be consistent with the terms of the MOU and the Settlements.

**SECTION 10. HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

**SECTION 11. ENTIRE AGREEMENT**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on any Party.

**SECTION 12. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.



In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 13. NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on any reason prohibited by Washington state or federal law as adopted or subsequently amended.

**SECTION 14. COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION 15. GOVERNING LAW; VENUE**

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within King County, Washington, unless relocation or commencement elsewhere is required by law.

WHEREFORE, the undersigned executive authorities do hereby approve and adopt the Agreement as set forth herein.

Executed on this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name and Title \_\_\_\_\_  
On Behalf Of \_\_\_\_\_

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN  
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

**A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.



6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:**

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_

## Consent Agenda Item C-4

Covington City Council Meeting

Date: June 27, 2023

**SUBJECT:** ACCEPTANCE OF THE ROUNDABOUT RECTANGULAR RAPID FLASHING BEACONS PROJECT (CIP 1029 RRFB).

**RECOMMENDED BY:** Don Vondran, Public Works Director

**ATTACHMENT(S):**

1. Final Contract Voucher Certificate
2. Notice of Completion of Public Works Contract
3. Project Acceptance Letter

**PREPARED BY:** Delanie Stegman, CIP Project Manager

**EXPLANATION:**

On May 24, 2022, council approved the award of the Roundabout Rectangular Rapid Flashing Beacons project to the lowest, most qualified contractor, Reign City Services, LLC. The contract awarded was in the amount of \$322,912.54.

Physical completion of the project work was completed on March 28, 2023, in the amount of \$320,203. City staff deems the project work to have been satisfactorily completed and recommends that the council accept the project as complete.

**FISCAL IMPACT:**

The breakdown of finances of the project is as follows:

**Original Estimated Expenditures:**

<u>Schedule A</u> Construction Contract Estimate (FHWA Reimbursable)	\$314,912.54
<u>Schedule B</u> 1-Year Guarantee (not covered by FHWA funds)	<u>\$8,000.00</u>
	\$322,912.54

**Actual Expenditures:**

<u>Schedule A</u> (FHWA Reimbursable)	
Planned Roadway Improvements	\$313,292.99
Change Order 1	<u>\$1,527.25</u>
	\$314,820.24
<u>Schedule B</u> (not covered by FHWA funds – included in Budget)	
Planned Roadway Improvements	\$8,000.00
Change Order 1	\$5,382.76
Change Order 2	<u>- \$8,000.00</u>
	\$5,382.76

**Summarized Roundabout Rectangular Rapid Flashing Beacons Project Finances**

<b>Expenditures: Construction Award</b>	<b>\$322,912.54</b>
<b>Quantity Changes (additions and reductions)</b>	<b><u>- \$2,709.54</u></b>
<b>Total Expenditures</b>	<b>\$320,203.00</b>

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution  X  Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_  
seconds, to authorize final acceptance of the Roundabout Rectangular Rapid  
Flashing Beacons Project completed as of March 28, 2023.**

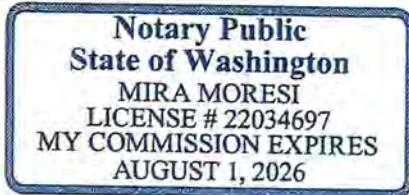
REVIEWED BY: City Manager, City Attorney, Finance Director

## Final Contract Voucher Certificate

Contractor <b>Reign City Services, LLC</b>			
Street Address <b>100 Andover Park W. Ste. 150 #349</b>			
City <b>Tukwila</b>	State <b>WA</b>	Zip <b>98188</b>	Date <b>3/29/2023</b>
Project Number (Owner) <b>CIP CWSP RRFB; Fed-Aid No. HSIP-000S(581)</b>			
Job Description (Title) <b>Roundabout Rectangular Rapid Flashing Beacons</b>			
Date Work Physically Completed <b>3/28/2023</b>		Final Amount (including Sales Tax) <b>\$320,203.00</b>	

### Contractor's Certification

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



*[Signature]*  
 Contractor Authorized Signature Required  
  
*FRANCA SGGI*  
 Type Signature Name

Subscribed and sworn to before me this 31 day of March 2023

*[Signature]* Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

### City of Covington Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date 4/3/23

*[Signature]*  
 Project Engineer

*[Signature]*  
 City of Covington

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

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





# Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date	Form Version	Revision Reason
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Awarding Agency Information			
Company Name		UBI Number	
Address	City	State	Zip Code
Contact Name	Phone Number	Email Address	

Prime Contractor Information			
Company Name		UBI Number	
Address	City	State	Zip Code
Contact Name	Phone Number	Email Address	

Project Information			
Project Name	Contract Number	Affidavit ID Number	
Jobsite Address	City	State	Zip Code
Date Awarded	Date Work Commenced	Date Work Completed	Date Work Accepted
Is this a Federally Funded Transportation Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the Contract Bond Statement			
Have Subcontractors been used? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete Addendum A			
<input type="checkbox"/> Contract/Payment Bond Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retainage Bond Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Detailed Description of Work Completed			

DOR Tax Information	
Calculated Amount _____ Additions (+) _____ Reductions (-) _____ <b>Sub-Total</b> _____ Sales Tax Amount _____ <b>Total</b> _____	Liquidated Damages _____ Amount Disbursed _____ Amount Retained _____ Other _____ Sales Tax Rate _____ <b>Total</b> _____
<b>Both totals must to be equal - If multiple sales tax rates, attach a list</b>	

Apprentice Utilization Information	
Was apprentice utilization required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Engineer's Estimate:
Utilization %:	If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

Complete and submit for by email to all three agencies below





**PROPOSAL - Continued**

**Local Agency Proposal Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, Reign City Services, LLC

of Tukwila, Washington as principal, and the Western National Mutual Insurance Company a corporation duly organized under the laws of the State of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents. The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

**ROUNDABOUT RECTANGULAR RAPID FLASHING BEACONS**

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by City of Covington the within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 5th day of May, 2022.

Reign City Services, LLC

By: 

(Principal)

Western National Mutual Insurance Company

(Surety)

By: 

(Attorney-in-fact)

Emma C. Doleshel



DOT Form 272-001 A EF  
07/2011

March 29, 2023

Ms. Delanie Stegman, P.E.  
CIP Project Manager  
City of Covington  
16720 SE 271<sup>st</sup> Street  
Covington, Washington 98042

**SUBJECT: FINAL PROGRESS ESTIMATE 3 AND PROJECT ACCEPTANCE,  
ROUNDAABOUT RECTANGULAR RAPID FLASHING BEACONS  
PROJECT, FEDERAL CONTRACT #HSIP-000S(581)  
CITY OF COVINGTON, KING COUNTY, WASHINGTON  
G&O #21582.00**

Dear Ms. Stegman:

This letter provides the City with guidance regarding the Final Progress Estimate, accepting the Project as complete, and Release of the Contract Bond.

### **FINAL PROGRESS ESTIMATE**

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate 3, which is the Final Progress Estimate for this Project. One Progress Estimate is for the City files and the other copy should be forwarded to the Contractor with the payment. The amount due the Contractor is indicated below. Since the Project is funded by the FHWA, no funds are to be retained.

Payment to Contractor:       \$80,572.33

### **PROJECT COMPLETION ACCEPTANCE**

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



Ms. Delanie Stegman, P.E.  
 March 29, 2023  
 Page 2

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

		Date Work Completed <b>March 28, 2023</b>	Date Work Accepted <a href="#">Click to enter date.</a>
Is this a Federally Funded Transportation Project?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, attach the Contract Bond Statement
Have Subcontractors been used?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, complete Addendum A
<input checked="" type="checkbox"/> Contract/Payment Bond	Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Retainage Bond	Waived? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Detailed Description of Work Completed			
Construction of new rectangular rapid flashing beacons (RRFBs) at roundabout crosswalks at the following sections: 164th Avenue SE and SE 256th Street, and 168th Place SE and SE 272nd Street. The work includes associated ADA and utility work, pavement marking removal, and sign/post removal, relocation, or replacement as needed.			
<b>DOR Tax Information</b>			
Contract Amount	\$322,912.54	Liquidated Damages	\$0.00
Additions (+)	\$0.00	Amount Disbursed	\$320,203.00
Reductions (-)	\$2,709.54	Amount Retained	\$0.00
Subtotal	\$322,912.54	Other	\$0.00
Sales Tax Amount	\$0.00	Sales Tax Rate	0
<b>Total</b>	<b>\$320,203.00</b>	<b>Total</b>	<b>\$320,203.00</b>
<b>Both totals must be equal – If multiple sales tax rates, attach a list</b>			

After the City has accepted the Project, please sign the enclosed “Final Contract Voucher” and forward a copy to the Contractor and Gray & Osborne, Inc.

**RELEASE OF CONTRACT BOND**

The Contract Bond should be released to the Contractor contingent upon the following requirements being fulfilled.

1. Sixty days have elapsed since the Contract Completion Date.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.



Ms. Delanie Stegman, P.E.  
March 29, 2023  
Page 3

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

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

Sincerely,

GRAY & OSBORNE, INC.

David Roman-Sanchez, P.E.

DRS/sr  
Encl.

cc: Mr. Faa Segi, Project Manager, Reign City Services, LLC  
Ms. Erica Nolan, Local Programs Engineer, WSDOT Northwest Region

**Consent Agenda Item C-5**

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A COVINGTON WATER DISTRICT METER INSTALLATION APPLICATION AND AGREEMENT, AND TIME AND MATERIAL AUTHORIZATION AGREEMENT FOR WATER SERVICE AT JENKINS CREEK PARK.

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

- 1. Meter Installation Application and Agreement
- 2. Time and Material Authorization Agreement

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

Jenkins Creek Park has improvements planned for construction this year. Most of the improvements will be completed by a contractor to be selected from a competitive bid process currently underway. However, certain improvements related to water service are to be completed by Covington Water District per the attached meter installation and application agreement, and time and material authorization agreement. These agreements include the installation of a portion of the new water service line and two new water meters. The new water service is necessary for the irrigation system and restroom that are part of the larger park improvement project.

FISCAL IMPACT:

With credit applied for removal of an existing water meter, the net cost is \$123,851.71. This expenditure is funded in the city’s adopted budget.

CITY COUNCIL ACTION: \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution  X  Motion \_\_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the city manager to execute the Covington Water District meter installation application and agreement, and the time and material authorization agreement, as attached hereto, for water service at Jenkins Creek Park.**

REVIEWED BY: Finance Director, City Attorney, City Manager

METER INSTALLATION APPLICATION AND AGREEMENT



18631 SE 300th Place
Covington, WA 98042
Phone: (253)631-0565
Fax: (253)631-5823

Office Use Only:
Date Received:
Receipt#:
Application #:

Lot #

Applicant Information (please complete all fields):

Property Owner's Name:
Billing Address:
Service Address:
Tax Parcel No:
Development Name:
Lot #:
Div:
Phase:
Phone #:
Email Address:
Onsite Phone and Contact Name (For Builders Only):

Property Information:

- Well Decommission
Easement Required for water service
Certificate for Decommission received
Well Disconnect
Reimbursement Agreement
Streetlights

Will Fire Sprinkler or Irrigation be installed? Y/N

Meter Information:

Residential \*\*DCVA Backflow Device Required for Irrigation or Fire use\*\*
Non-Residential/Commercial\*\*
Inside Water Use \*\*RPBA Backflow Device Required\*\*
Outside Water Use \*\*DCVA Backflow Device Required\*\*
Irrigation Use \*\*DCVA Backflow Device Required\*\*
Standby Fire Use \*\*DCVA Backflow Device Required\*\*
Hydrant Lock Assembly

\*\* Non-Residential Only: Applicant hereby understands domestic use shall be metered separately from outside use which includes irrigation. Connection charges will apply in accordance with District's current schedule of charges.

Connection Charges/Meter Installation Fees\*:

Table with 2 columns: Fee Name and Amount. Rows include Meter Installation Fee, Future Facility Charge (FFC), Existing Facility Charges (EGFC), Subtotal, Less Credits, and Total.

\*Connection Charges are subject to the current rate at the time of final payment. Meter installation charges are subject to the current rate at the time of installation. Flat rate charges will be effective as of the meter installation date.

Application is hereby made for water service from Covington Water District (CWD). The Applicant/Customer agrees to pay for such service as now and in the future required by CWD and to abide by all present and future CWD rules and regulations concerning such service, including DAC 5.12.090 that prohibits the resale of water to those served by a master meter, or to anyone else, for a profit.

\*\*All non-potable use (landscape irrigation, fire sprinkler, etc.) and all Non-Residential accounts must be protected by a Washington State Department of Health approved premise isolation backflow prevention assembly installed within 2 feet directly behind the meter in accordance with District Standards and W.A.C. 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.

A check valve will be installed by the District at the water meter to prevent draining of the customer's plumbing during interruption of service for meter maintenance or other reasons in the future. However when this device is installed, the plumbing system becomes a closed system. As a result, safeguards should be taken to protect against pressure buildup in the plumbing system caused by thermal expansion from a hot water heater or boiler.

A pressure-reducing valve (PRV) is required on the service line when the District's pressure is in excess of 80 psi. The PRV is to be provided and maintained by the Customer. The District's obligations herein are subject to judicial, legislative and regulatory restrictions beyond the District's control (including, but not limited to, the Endangered Species Act).

If the Customer takes any action on their part that is in conflict with the District's Administrative Code (DAC) the District reserves the right to terminate service. Also, if service is ever terminated/disconnected, then reconnection to the District for water service will be subject to water availability and CWD rules, regulations and charges in effect at that time.

It is understood and agreed that CWD is not liable for interruption of service whether caused by accident, construction or any other cause including CWD's own negligence and shall not relieve the Applicant from the obligation to pay any/all CWD's standard service charges.

It is understood and agreed that the above fees are for service only and the Applicant does not own the water meter service or other material from CWD. CWD is and shall remain the owner of all water meters, meter boxes, pipes and appurtenances. Also, CWD has no responsibility beyond the water meter itself. The service line from the water meter to the house/building is owned by the Applicant and the Applicant is responsible for repair of the same.

The signatory to the Meter Installation Application/Agreement is responsible for properly connecting water use lines from the meter(s) to the appropriate respective customer facilities and satisfying a District inspection on same. In the event that the structure/house is occupied and water service being utilized prior to the connection(s) satisfactorily passing the District's Meter Hookup Inspection, the signatory is responsible for immediately remedying the connection(s) in accordance with the District's requirements or water service will be locked in an "off" position.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND ACCEPT THE CONDITIONS

Application must be signed by the legal property owner/or authorized person:
Date:



**Covington Water District**



18631 SE 300th Place  
Covington, WA 98042

Phone (253) 631-0565 Fax (253) 631-5823

**TIME & MATERIAL**

Thursday, June 8, 2023

COVINGTON CITY OF  
16720 SE 271ST ST # 100  
COVINGTON, WA 98042

RE: TAX PARCEL NUMBER: 302206-9052  
TIME AND MATERIAL REQUEST TM2023-0006

Covington Water District (the District) has received your request for a cost estimate for:

Install approximately 42 LF of water main, a 5/8-inch domestic meter, a 2-inch irrigation meter and a fire hydrant..

The District Facility Operations Department has determined the charge for this project will be calculated on a Time and Materials (T&M) basis. Use of District Equipment and Personnel (including travel time) is billed at standard hourly rates, defined in the District Administrative Code Rate Table II. (DAC Sec. 5.04.200)

All Work performed by Covington Water District on this project will be charged at actual cost plus a 26% Administrative Charge.

In order to initiate the work, you must provide a deposit of \$123,851.71 computed as follows:

DATE	DESCRIPTION	FEE AMOUNT	PAID	BALANCE DUE
05/24/2023	Future Facilities Charge 5/8"	\$4,785.00	\$0.00	\$4,785.00
05/24/2023	Future Facilities Charge 2"	\$24,742.00	\$0.00	\$24,742.00
05/24/2023	Existing System Charge 5/8"	\$5,342.00	\$0.00	\$5,342.00
05/24/2023	Existing System Charge 2"	\$32,303.00	\$0.00	\$32,303.00
05/24/2023	MISCM Time and Material	\$60,733.37	\$0.00	\$60,733.37
05/24/2023	10% Contingency Fee	\$6,073.34	\$0.00	\$6,073.34
06/08/2023	Future Facilities Charge 5/8" credit for abandon	(\$4,785.00)	\$0.00	(\$4,785.00)
06/08/2023	Existing System Charge 5/8" credit for abandon	(\$5,342.00)	\$0.00	(\$5,342.00)
<b>TOTAL DUE:</b>		<b>\$123,851.71</b>	<b>\$0.00</b>	<b>\$123,851.71</b>

If this project includes water service to the property, a backflow prevention device installed directly behind the water meter (premise isolation) will be required if water quality hazards such as fire protection system, landscape irrigation system, etc. exist on the property. The installation of the backflow device is the responsibility of the property owner and must comply with the District's

Cross Connection Control Program.

If this project includes water service to a property where a private well exists, proper decommissioning on the private well is required prior to receiving water service from the District. If this project includes water service to a property that is connected to a community well system, physical disconnection from the community water service at the property lone must be inspected by the District prior to receiving water service from the District. In both cases, decommissioning or disconnection is the responsibility of the property owner and must comply with the District's Cross Connection Control Program.

Please contact Glen Stockman at 253-631-0565 extension 174 if you have any questions regarding the District's Cross Connection Control Program.

If you wish to authorize Covington Water District to proceed, please sign below and return this agreement, accompanied by your deposit and a meter application (attached), within 30 days of the date of this letter. Upon receipt of the signed agreement and application, the District will advise you on the work schedule.

Please bring the T&M letter, meter application and deposit to the District office or mail to the above address, Attention: Customer Service.

Please feel free to contact Crystal Cherry at 253-631-0565 extension 120 if you have any questions or require further assistance.

Sincerely,  
COVINGTON WATER DISTRICT



Steve Lee,  
Engineering Manager

*cc: Finance Department  
Customer Service*

Authorization to Proceed

\_\_\_\_\_  
Property Owner/Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

## Consent Agenda Item C-6

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: APPROVE AN INTERFUND LOAN UP TO \$810,800 FROM THE GENERAL FUND TO CAPITAL INVESTMENT PROGRAM (CIP) FUND FOR THE SOCO PARK PHASE 1 IMPROVEMENTS PROJECT (CIP 1019).

RECOMMENDED BY: Ethan Newton, Parks and Recreation Director

ATTACHMENT(S):

1. Resolution

PREPARED BY: Ethan Newton, Parks and Recreation Director

EXPLANATION:

The SoCo Park Phase 1 Improvements Project (CIP 1019) is made possible by \$1,274,000 of grant funding from the Washington Department of Commerce. Although this grant funding for the project has been secured, it requires the city to have upfront funds to pay for expenses before receiving funds in the form of reimbursements. An estimated \$810,800 of grant-reimbursable expenses remain that are associated with the project's construction and construction administration.

Because this project is anticipated to occur quickly over four months, an interfund loan will ensure an adequate cashflow to pay for expenses prior to receiving reimbursement funds.

The state auditor requires all interfund loans to be approved by the city council.

FISCAL IMPACT:

The project is fully funded and the interfund loan amount will be fully reimbursed by grant and city funds. Any loan will be repaid once the construction project is completed and funds are reimbursed from the grants, but no later than March 31, 2024 pursuant to the terms of the resolution.

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_  Resolution \_\_\_ Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to pass a resolution, in substantial form as that attached hereto, approving an interfund loan up to \$810,800 for the SoCo Park Phase 1 Improvements Project (CIP 1019).**

REVIEWED BY: Finance Director, City Attorney, City Manager

**RESOLUTION NO. 2023-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, TO APPROVE AN INTERFUND LOAN UP TO \$810,800 FROM THE GENERAL FUND TO CAPITAL INVESTMENT PROGRAM FUND FOR THE SOCO PARK PHASE 1 IMPROVEMENTS PROJECT (CIP 1019).

WHEREAS, the Capital Investment Program Fund has over \$1,274,000 of reimbursable grant projects anticipated, which satisfies the CMC 2.20.050(5) requirement that the borrowing fund must anticipate sufficient revenues to be in a position over the period of the loan to make the necessary principal and interest payments as required by this resolution; and

WHEREAS, the projected cashflow for the project estimates up to \$810,800 needing to be available to pay for expenses prior to receiving grant reimbursements; and

WHEREAS, pursuant to CMC 2.20.050(2) the city shall not authorize a loan from any fund without obtaining the city council's approval; and

WHEREAS, pursuant to CMC 2.20.050(3), interest will not be charged on the loan as the Capital Investment Program Fund is normally funded by the General Fund; and

WHEREAS, the loan will be scheduled for repayment by March 31, 2024;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the city council's findings of fact.

Section 2. Interfund Loan Authorized. The Covington City Council approves an interfund loan up to \$810,800 from the General Fund to Capital Investment Program Fund and authorizes the city manager or designee to administer the loan and the planned schedule of repayment set forth in Section 3, below.

Section 3. Planned Schedule of Repayment. The loan will be repaid on or before March 31, 2024, in one lump sum.

Section 4. 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 5. 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 6. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 7. Effective Date. This resolution shall be effective on June 27, 2023.

Passed by the City Council of the City of Covington this 27th day of June 2023.

Signed in authentication of its passage this \_\_\_\_ day of June 2023.

\_\_\_\_\_  
Jeff Wagner, Mayor

AUTHENTICATED:

\_\_\_\_\_  
Krista Bates, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Orthmann, City Attorney

## Consent Agenda Item C-7

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: AUTHORIZE THE FINANCE DIRECTOR TO EXECUTE AN INTERAGENCY AGREEMENT FOR SHARING TAXPAYER INFORMATION BETWEEN PARTICIPATING CITIES, AND ADDENDUM TO THE AGREEMENT FOR SHARING TAXPAYER RECORDS AND INFORMATION, AND DESIGNATE INFORMATION SECURITY OFFICERS TO ADMINISTER RECORDS.

RECOMMENDED BY: Casey Parker, Finance Director

ATTACHMENT(S):

1. Agreement for sharing taxpayer information between participating cities.
2. Addendum to the agreement for sharing taxpayer records and information.

PREPARED BY: Casey Parker, Finance Director

EXPLANATION:

The attached agreement and addendum would allow participating cities, to share taxpayer information with each other. The Department of Revenue does not share cities' taxpayer information with other cities; therefore, the only way cities can share information is to enter into a mutual information sharing agreement. This would allow staff to request valuable information for neighboring cities that would be helpful when analyzing any potential tax increases, such as a business and occupation tax.

FISCAL IMPACT:

None

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ X Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to authorize the finance director to execute an Agreement for Sharing Taxpayer Information Between Participating Cities and Addendum to the Agreement for Sharing Taxpayer Records and Information, and to designate the finance director or designee as the Information Security Officer to administer records.**

REVIEWED BY: City Manager, City Attorney, Finance Director

## AGREEMENT FOR SHARING TAXPAYER INFORMATION BETWEEN PARTICIPATING CITIES

The Undersigned Cities, through the attached addenda agree that the sharing of taxpayer information is in their mutual best interests. Each party enters into this agreement with the understanding that any shared records or information are subject to the disclosure provisions of RCW 42.56, the provisions of their respective city ordinances, and the terms of this agreement.

Therefore, the undersigned representatives of the cities hereby agree that the undersigned city departments and agencies will share records and information with one another, and that the agents, employees, officers, or any other person associated with each city acquiring such records and information shall act in accordance with the following terms and conditions:

1. Definitions. For the purpose of this agreement, the term “record” is defined in RCW 42.56.010 The term “information” includes all other data shared under this agreement.
2. Subject of Agreement. Records and information subject to this agreement include: (a) a taxpayer’s identity, (b) nature, source and amount of the taxpayer’s income, payments, receipts, deductions, exemptions, credit, assets, liabilities, net worth, tax liability deficiencies, over assessments, or tax payments whether taken from the taxpayer’s books and records or any other source, (c) whether the taxpayer’s return was, is being, or will be examined or subject to other investigation or processing, (d) other records or information received by, recorded by, prepared by, furnished to, or collected by the undersigned cities with respect to the determination of the existence, or possible existence, of liability, or the amount thereof, under the laws of the each city for tax, penalty, interest, fine, forfeiture, or other imposition or offense.
3. Media. Records and information may be shared in any medium. Each agency shall take all reasonable means necessary, consistent with the requirements of RCW 42.56, their respective city ordinances, and as otherwise required by law, to restrict access to tax information to only those persons designated by the Directors of the undersigned departments or agencies to receive such records and information. Any such records and information may only be shared if the ordinances of the city receiving the records and information grant substantially similar protection to the confidentiality of the records and information as the ordinances of the city providing the records or information.

4. Agreement not to disclose. The undersigned cities, departments, and agencies shall not share any records or information obtained through this agreement with any organization or person not designated by the Directors as authorized to request and receive information, unless required pursuant to RCW 42.56, court order from civil or criminal judicial proceedings, or administrative proceedings, or as otherwise required by law. For records requested pursuant to RCW 42.56, the city receiving such request shall determine whether release of records is required, and shall as soon as practicable advise the source agency that such information has been requested so that the source agency may be allowed the opportunity to seek court protection from disclosure if desired.
5. Accidental breach of security. In the event of an inadvertent disclosure of confidential records, or information to persons not designated to receive such information pursuant to this agreement or other lawful authority, the city department or agency where the disclosure occurred (“disclosure city”), upon becoming aware of such disclosure, shall seek to determine whether any part of the disclosed information originated from another city (“source city”). In such event, the disclosure city department shall promptly notify the source city department and work with that department or agency to take appropriate steps to remedy the problem.
6. Information Security Officer. All cities agree to appoint a staff person, or persons, responsible for coordinating the exchange of electronically transferred information, hereafter referenced as the “Information Security Officer(s)”. Each city is solely and separately responsible for any costs relating to its information security officer(s). All officers shall be named in an addendum to this agreement. Such officer(s) is/are responsible to its city for maintaining the security of electronically shared information, subject also to paragraph five relating to accidental breach of security.
7. Frequency, details of exchange. Information may be shared individually or in combined format covering more than one taxpayer. In any event, information will be shared periodically, or more frequently upon the request of any of the undersigned cities, departments, or agencies.
8. Revocation; expulsion.
  - A. This agreement is not limited to a specific period of time, or to specific tax returns, documents, records, or other information relating to any specific years or periods. It will be considered to be in effect for all entities until revoked by any one entity, at which time the revoking entity will no longer be party to this agreement. Revocation may occur upon delivery by the revoking city of a written notice of revocation to all other participating parties.
  - B. Upon revocation, and consistent with RCW 40.14, the Preservation and Destruction of Public Records Act, the revoking city shall purge or destroy all



records and information gathered from this agreement, to the extent any source city may be identified therefrom, or alternatively deliver the same to the source city, the revoking city is not to retain copies thereof. Additionally, all non revoking cities shall likewise purge or destroy all records and information gathered from this agreement, to the extent that any record or information may be identified to originate from the revoking city, or alternatively deliver the same to the revoking city, and not retain copies thereof.

C. Alternatively, if a majority of the participating cities agree for any reason that a specific participating city should be expelled, a written notice of expulsion shall be delivered, signed by the authorized persons of a majority of the participating cities to the expelled city, whereupon the provisions relating to revocation shall apply to the expelled city, as if it were a revoking city.

9. Current copy. The tax administrators of the participating cities agree jointly to maintain a copy of this agreement with all amendments and a current list of participating cities at the following website www.mrsc.org.
10. Amendments. Amendments shall be in writing, and signed by all participating cities.
11. Effective Date. The effective date of this agreement is March 1, 2013.

See attached signed addendums from signature cities.

**ADDENDUM (SIGNED BY EACH PARTICIPATING CITY) TO THE  
AGREEMENT FOR SHARING TAXPAYER RECORDS AND  
INFORMATION**

The undersigned City agrees to abide by the Agreement for Sharing Taxpayer Records and Information dated March 1, 2013, a copy which is attached. The undersigned City joins with all other Cities that have provided a signed addendum to the Agreement, copies which are also attached. The Information Security Officer(s) that are authorized to coordinate and handle the exchanged confidential records, pursuant to section 4 of the agreement, for the undersigned city is/are listed below.

The following individual(s) is/are hereby designated as Information Security Officer(s):

<u>Name</u>	<u>Title</u>
1. _____	_____
2. _____	_____
3. _____	_____

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(printed name of authorized individual)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)

Approved as to Form

\_\_\_\_\_  
Assistant City Attorney

**Agenda Item 1**  
Covington City Council Meeting  
Date: June 27, 2023

SUBJECT: CONSIDER APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED BY: Jonathan Sajda, Parks Project Manager

ATTACHMENTS:

1. Resolution No. 2020-14
2. Application provided separately.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:

The Arts Commission currently has one vacancy for a partial term replacement for Position No. 3 with a term ending May 31, 2026. The city has received one application. The Council interviewed Liz Hallberg on June 27, 2023.

ALTERNATIVES:

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

CITY COUNCIL ACTION:  Ordinance  Resolution  Motion  Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 3 for a partial term replacement on the Arts Commission with a term expiring May 31, 2026.**

REVIEWED BY:

Parks Project Manager  
City Clerk/Executive Assistant  
City Manager

# ATTACHMENT 1

## RESOLUTION NO. 2020-14

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, REINSTATING THE ARTS COMMISSION

WHEREAS, Chapter 2.70 of the Covington Municipal Code (“CMC”), Arts Commission, was repealed at the July 28, 2020 city council regular meeting pursuant to Ordinance No. 09-2020; and

WHEREAS, it is desirable to continue to have a Covington Arts Commission; and

WHEREAS, at the City Council Summit on January 25, 2020, council agreed to no longer make any distinctions between commission members who live within the city or within three miles of its boundaries; and

WHEREAS, RCW 35A.13.080 is silent on how the city council may appoint citizen commissions and the city council has determined that it is more efficient reestablish the arts commission and its governing rules by resolution; and

WHEREAS, with the concurrent adoption of Ordinance No. 09-2020, which repealed Chapter 2.70 CMC, Arts Commission, all current members of the City of Covington Arts Commission will retain their positions and will continue to serve until their terms expire;

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

Section 1. Creation of Commission. The Arts Commission is hereby created as set forth in Exhibit A.

Section 2. Concurrent Adoption; Continuation; Effective Date. This resolution is being adopted concurrently with the passage of Ordinance No. 09-2020, which repealed Chapter 2.70 CMC. All current members of the Arts Commission established under repealed Chapter 2.70 CMC, shall retain their positions and will continue to serve in their positions pursuant to the terms of this resolution. Furthermore, all previous policies and procedures, functions, and work of the Arts Commission shall remain in place under the terms of this resolution. This resolution shall go into effect concurrently with the effective date of Ordinance No. 09-2020.

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.

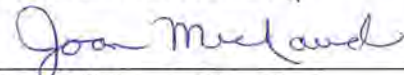
Section 6. Effective Date. This resolution is adopted concurrently with Ordinance No. 09-2020 and shall be effective upon the effective date of Ordinance No. 09-2020, August 5, 2020.

Passed by the City Council of the City of Covington this 28<sup>th</sup> day of July 2020.

Signed in authentication of its passage this 28<sup>th</sup> 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

### ARTS COMMISSION

1. Created. The Arts Commission (“Commission”) is hereby created and shall serve in an advisory capacity to the City Council.
2. Definition. “Art” or “arts” includes, but is not limited to, all graphic and visual arts, performing skills, and crafts.
3. Membership and Residence Requirements. The Commission shall consist of seven members appointed by the City Council. Members must live within the City limits or within a three-mile radius of the City limits.
4. Term of Office. Each position shall have a term of office for three years. Terms shall commence on June 1 and expire on May 31 of the respective years. If a member is not appointed for a new term on June 1, the incumbent member may continue to serve in that position until such later date when a member is appointed for a new term. When a vacancy occurs on the Commission, the replacement member shall be appointed only for the remainder of the unexpired term.
5. Removal. Commission members may be removed by the City Council at any time pursuant to the Covington City Council Policies and Procedures, as amended from time to time.
6. Organization and Meetings. The Commission shall adopt Policies and Procedures. The City Manager shall appoint staff to provide assistance to the commission as available and permitted by the budget. The commission shall meet one time per month and upon call of the chairperson, as necessary.
7. Responsibilities. The Commission shall act in an advisory capacity to the City Council. To that end, the commission shall study, analyze and report as requested by the City Council and may perform the following functions in order to provide leadership in the arts:
  - 7.1 Keep the City Council informed in matters of art, and represent community interest in matters of art;
  - 7.2 Serve as the central commission to whom individuals and groups may bring their concerns and ideas regarding the arts;
  - 7.3 Seek to enlarge the art consciousness of Covington;
  - 7.4 Encourage multi-age working, sharing, learning, and teaching in the arts;

7.5 Provide recognition and encouragement to local artists, both those established and those yet unrecognized;

7.6 Explore financing for acquisition of art objects, art activities, and capital improvements for the arts in Covington;

7.7 Establish a long-range plan for the development and operation of a cultural center;

7.8 Preparation of a public involvement program that solicits volunteer support and encourages public participation in the implementation and operation of Covington's comprehensive arts program;

7.9 Develop, implement, and review a comprehensive community arts program and annual work plan;

7.10 Present monthly Commission meeting reports to the City Council at the first regular City Council meeting following the regular monthly Commission meeting;

7.11 Review the suitability of any work of art intended as a gift to the City;

7.12 Such other and further responsibilities as may be assigned to the Commission by the City Council, from time to time.

SUBJECT: CONSIDER APPOINTMENTS TO THE YOUTH COUNCIL

RECOMMENDED BY: Regan Bolli, City Manager

ATTACHMENTS:

1. Resolution No. 2020-17
2. Resolution No. 2023-10
3. Applications and interview schedule provided separately.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:

The Youth Council currently consists of two adult leaders and four youth members as four members graduated this month, with a limit of up to 15 positions available.

The City Council interviewed Abigail Castillo (graduates June 2024) and Eveleen Kaur Bhachu (graduates June 2026) on June 27, 2023.

ALTERNATIVES:

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

CITY COUNCIL ACTION: \_\_\_\_ Ordinance \_\_\_\_ Resolution  X  Motion \_\_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 1 on the Youth Council with a term expiring June 30, 2024.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 3 on the Youth Council with a term expiring June 30, 2026.**

REVIEWED BY: Recreation & Cultural Arts Manager  
City Clerk/Executive Assistant  
City Manager



# ATTACHMENT 1

## 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.

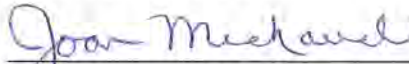
Section 5. Effective Date. This resolution shall be effective immediately upon passage by the City Council of the City of Covington.

Passed by the City Council of the City of Covington this 28<sup>th</sup> day of July 2020.

Signed in authentication of its passage this 28<sup>th</sup> 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. 2023-10

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 DURING FRESHMAN YEAR.

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:

Section 1. Amendment of Youth Council. Resolution No. 2020-17 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.

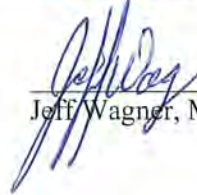
Section 3. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this resolution are authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerkal errors, references, resolution numbering, section/subsection 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 13<sup>th</sup> day of June, 2023.

Signed in authentication of its passage this 13<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Jeff Wagner, Mayor

AUTHENTICATED:

  
\_\_\_\_\_  
Krista Bates, City Clerk

APPROVED AS TO FORM:

/s/ Mark Orthmann, as authorized by email on June 14, 2023  
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.
- 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 freshman year of high school and senior year of high school 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 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 3**

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: CONSIDER APPOINTMENT TO THE EQUITY, CULTURAL, AND SOCIAL JUSTICE COMMISSION

RECOMMENDED BY: Dafne Hernandez-Banderas, Associate Planner

ATTACHMENTS:

- 1. Resolution No. 2020-18
- 2. See application and interview schedule provided separately.

PREPARED BY: Joan Michaud, Sr. Deputy City Clerk

EXPLANATION:

The Equity, Cultural, and Social Justice Commission currently has five members. There are four partial term replacement positions that expire 9/30/2024. One new application has been received. Rachiah Whipple was interviewed by the City Council on June 27.

ALTERNATIVES:

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

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution  X  Motions \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to appoint \_\_\_\_\_ to fill Position No. 2 on the Equity, Cultural, and Social Justice Commission with a term expiring September 30, 2024.**

REVIEWED BY: Equity, Cultural, and Social Justice Commission Staff Liaison  
City Clerk/Executive Assistant  
City Manager

**RESOLUTION NO. 2020-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COVINGTON, WASHINGTON, ESTABLISHING THE  
EQUITY, CULTURAL, AND SOCIAL JUSTICE COMMISSION**

WHEREAS, at the June 9, 2020, regular city council meeting, there was council consensus for staff to bring an agenda item to a future meeting to discuss creation of a City of Covington multicultural diversity commission; and

WHEREAS, at the July 14, 2020 regular city council meeting, council began discussing the creation of a commission and requested for staff to schedule a study session for further discussion; and

WHEREAS, on July 28, 2020, council held a special meeting to hear a presentation from Preeti Shridhar, Deputy Public Affairs Administrator at City of Renton, regarding Renton's efforts to establish the Renton's Mayor's Inclusion Task Force; and

WHEREAS, At the August 11, 2020 regular city council meeting, council further discussed the opportunity to create a commission to address equity, cultural, and social justice issues, and requested staff to bring an agenda item in September to create such commission; and

WHEREAS, per City Council Policies and Procedures, adopted by Resolution No. 2018-03 on March 13, 2018, 8.1.1, the city council may establish advisory bodies (including, but not limited to commissions, committees, boards, and tasks forces) by resolution or, if required by state statute, ordinance. The enacting resolution (or ordinance) will set forth the size of each advisory body, which will be related to its duties and responsibilities; the term of its members; a statement of its purpose and functions; and timelines, if relevant to the scope of work;

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

Section 1. Creation of Commission. The Equity, Cultural, and Social Justice Commission is hereby created 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/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.

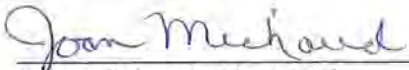
Section 5. Effective Date. This resolution shall be effective immediately upon passage by the City Council of the City of Covington.

Passed by the City Council of the City of Covington this 22nd day of September, 2020.

Signed in authentication of its passage this 30<sup>TH</sup> day of September, 2020.

  
\_\_\_\_\_  
Jeff Wagner, Mayor

AUTHENTICATED:

  
\_\_\_\_\_  
Joan Michaud, City Clerk

APPROVED AS TO FORM:

/s/ Mark Orthmann, as authorized by email on September 22, 2020  
Mark Orthmann, City Attorney

## EXHIBIT A

### EQUITY, CULTURAL, AND SOCIAL JUSTICE COMMISSION

1. Created. The Equity, Cultural, and Social Justice Commission (“Commission”) is hereby created and shall serve in an advisory capacity to the City Council.
2. Membership and Residence Requirements. The Commission shall consist of a minimum of seven members and a maximum of fifteen members appointed by the City Council. Members must live or work within the City limits or within a three-mile radius of the City limits.
3. Term of Office. Each position shall have a term of office for two years. Positions shall have staggered expiration dates; therefore, for the initial members appointed, four (4) members shall begin with two (2) year terms and three (3) members shall begin with three (3) year terms. All additional initial members beyond the minimum seven, shall begin with two (2) year terms. Terms shall commence on October 1 and expire on September 30 of the respective years. If a member is not appointed for a new term on October 1, the incumbent member may continue to serve in that position until such later date when a member is appointed for a new term. When a vacancy occurs on the Commission, the replacement member shall be appointed only the for the remainder of the unexpired term
4. Quorum. At all Commission meetings, a majority of the minimum Commission membership (four members) shall constitute a quorum for the transaction of business. All matters shall pass by affirmative vote of a majority of Commission members present at the meeting.
5. Removal. Commission members may be removed by the City Council at any time pursuant to the Covington City Council Policies and Procedures, as amended from time to time.
6. Organization and Meetings. The Commission shall adopt Policies and Procedures. The City Manager shall appoint staff to provide assistance to the commission as available and permitted by the budget. The commission shall meet one time per month and upon call of the chairperson, as necessary.
7. Responsibilities. The Commission shall act in an advisory capacity to the City Council. To that end, the commission shall study, investigate, counsel, and develop and/or update written plans regarding how to address equity, cultural, and social justice issues within the City as requested by the City Council, and shall be responsible for the following:
  - 7.1 Submitting periodic reports to the City Council setting forth its progress in completing its work program for the current fiscal year. The Chairperson of the

Commission or designee is encouraged to regularly present updates to the City Council at the first regular City Council meeting or study session after each Commission meeting;

7.2 Reviewing and providing recommendations regarding the City's vision, mission, goals, comprehensive plan updates, and other areas by addressing equity, cultural, and social justice issues;

7.3 Such other and further responsibilities as may be assigned to the Commission by the City Council, from time to time.

**Agenda Item 4**  
Covington City Council Meeting  
Date: June 27, 2023

SUBJECT: SR 516 CORRIDOR STUDY BRIEFING.

RECOMMENDED BY: Don Vondran, PE, Public Works Director

ATTACHMENT(S): (none)

PREPARED BY: Delanie Stegman, PE, CIP Project Manager

EXPLANATION:

During the initial design of the Covington Way and SR 516 intersection, coordination was ongoing with WSDOT to complete an Intersection Control Evaluation on the additional lanes proposed at the intersection. It was during this evaluation that WSDOT required a roundabout be evaluated to determine if a roundabout would have better functionality. The analysis showed a roundabout would function better but also indicated potential deficiencies along the corridor. WSDOT agreed to pay for a corridor study along SR 516 (between Covington Way and 168<sup>th</sup> Place SE) in determining a long-term solution for traffic operations and safety.

At this point in the project, the city, the consultant, and WSDOT have come to a preferred corridor design and WSDOT is preparing for a public online open house. The goal of this open house is to engage the public with the study and proposed design, and to provide a status update to Covington’s citizens. This initial briefing to city council will be giving an overview of where we’re at in the study, as well as a small showcase of what will be included in the online open house.

FISCAL IMPACT:

There is no fiscal impact with this briefing.

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion  X  Other

**Presentation only, no action needed.**

REVIEWED BY: City Manager, City Attorney, Finance Director

## Agenda Item 5

Covington City Council Meeting

Date: June 27, 2023

SUBJECT: CONSIDER AWARDING THE CONSTRUCTION CONTRACT FOR THE SE 256TH STREET OVERLAY, 148TH AVE SE TO 156TH AVE SE PROJECT (CIP 1028) TO THE LOWEST RESPONSIBLE BIDDER.

RECOMMENDED BY: Don Vondran, Public Works Director

ATTACHMENT(S):

1. Engineer's Estimate
2. Bid Tabulations (to be provided evening of June 27, 2023 Bid Opening)
3. Recommendation Letter to Award (to be provided evening of June 27, 2023 Bid Opening)

PREPARED BY: Bob Lindskov, City Engineer

EXPLANATION:

On June 6, 2023, the city advertised a request for bids for the SE 256th Street Overlay, 148th Ave SE to 156th Ave SE Project (CIP 1028).

The bid opening is scheduled for 10:05 AM on June 27, 2023. The Bid Tabulations and Recommendation Letter to Award will not be included in this packet due to the scheduled bid opening being the day of the council meeting. Staff plans to present the Bid Summary and Recommendation Letter to Award (if applicable, based on bid results) to council the night of the bid opening, June 27, 2023. Based on the pending bid opening results, staff will determine whether to recommend to council to award the contract.

The final Engineer's estimate for the SE 256th Street Overlay Project is \$502,380. Staff and consultant may recommend awarding the Project to the lowest responsible bidder if the project costs do not exceed the funded amount of \$815,100 authorized by council on January 24, 2023. This amount includes the Transportation Improvement Board (TIB) grant funds of \$692,835 and the city's matching portion of \$122,265.

The limits of this overlay are on SE 256th Street from 148th Ave SE to 156th Ave SE.

With the 156th Ave SE intersection planned to be under construction with the overlay project, city staff was able to design additional work that may improve the operations of the traffic signal at 156th Ave SE. The city is solely responsible (not grant eligible) for the cost of this additional intersection work. The Engineer's Estimate for this additional work is \$50,662. After the bid opening on the morning of June 27, 2023, staff will have a more accurate cost for this scope of work that will be provided to the council.

FISCAL IMPACT:

The city was awarded Transportation Improvement Board (TIB) grant funds in the amount of \$692,835 for the SE 256th Street Overlay, 148th Ave SE to 156th Ave SE Project. These funds were accepted by council on January 24, 2023. The required match of approximately 15 percent of the total project cost equates to \$122,265. The funds for this project were approved to be

utilized from the Town Center Reserve funds; however, once the Transportation Benefit District (TBD) revenue increase is implemented, which is effective on July 1, 2023, those funds can be used instead of the Town Center Reserve funds. Funds for the additional intersection work must be covered by city funds.

**SE 256th Street Overlay, 148th Ave SE to 156th Ave SE Project**

**Estimated Budget:**

TIB Funds	\$692,835
City 15 percent Matching Funds (Town Center Funds or TBD Funds)	<u>\$122,265</u>
Total Funds	\$815,100

**Estimated Expenditures:**

Overlay Work (Estimated at time of Bluesheet)	\$451,718
Additional Scope Intersection Work (Estimated at time of Bluesheet)	\$50,662
Design and Construction Engineering	<u>\$192,900</u>
Total Expenditures	\$695,280

CITY COUNCIL ACTION:    \_\_\_ Ordinance    \_\_\_ Resolution     X  Motion    \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to award the construction contract for the SE 256<sup>th</sup> Street Overlay, 148<sup>th</sup> Ave SE to 156<sup>th</sup> Ave SE Project (CIP 1028) to \_\_\_\_\_, the lowest most responsible bidder, and to authorize the city manager to execute minor changes to the agreements as necessary.**

REVIEWED BY: City Manager, City Attorney, Finance Director



**CITY OF COVINGTON**  
**SE 256TH STREET OVERLAY**  
**ENGINEER'S CONSTRUCTION COST ESTIMATE**  
**UPDATED: 06/12/2023**  
**G &O #23482**

<b>ITEM</b>			<b>TOTAL</b>		<b>TOTAL</b>
<b>NO.</b>	<b>DESCRIPTION</b>		<b>ESTIMATED</b>	<b>UNIT</b>	<b>AMOUNT</b>
			<b>QUANTITY</b>	<b>PRICE</b>	
1.	SPCC Plan (1-07.15(1))		1	LS	\$700.00
2.	Minor Changes (S.P. 1-04.4)		1	MC	\$2,000.00
3.	Mobilization, Cleanup and Demobilization (S.P. 1-09.7)		1	LS	\$45,000.00
4.	Project Temporary Traffic Control (S.P. 1-10.4)		1	LS	\$25,000.00
5.	Traffic Control Supervisor (1-10.5)		1	LS	\$5,000.00
6.	Contractor Provided - Uniformed Police Officer (S.P. 1-10.5)		80	HR	\$180.00
7.	Portable Changeable Message Sign (1-10.5)		1,700	HR	\$5.00
8.	Removal of Structures and Obstructions (S.P. 2-02.5)		1	LS	\$7,500.00
9.	Removal of Curb and Gutter (S.P. 2-02.5)		100	LF	\$40.00
10.	Removal of Cement Concrete Flatwork (S.P. 2-02.5)		70	SY	\$60.00
	Excavation, Embankment and Grading, Incl. Haul (For Pavement				
11.	Widening)		1	LS	\$7,500.00
12.	Crushed Surfacing Top Course (S.P. 4-04.5)		250	TN	\$50.00
13.	HMA Cl. 1/2" PG 58H-22 (S.P. 5-04.5)		1,860	TN	\$120.00
14.	Planing Bituminous Pavement (S.P. 5-04.5)		10,200	SY	\$7.00
15.	Pavement Repair Excavation, Incl. Haul (S.P. 5-04.5)		300	SY	\$60.00
16.	Job Mix Compliance Price Adjustment (S.P. 5-04.5)		1	CALC	\$0.00
17.	Compaction Price Adjustment (S.P. 5-04.5)		1	CALC	\$0.00
18.	Adjust Catch Basin (S.P. 7-05.5)		5	EA	\$800.00
19.	Adjust Manhole (S.P. 7-05.5)		4	EA	\$800.00
20.	Replace Ring and Solid Cover (S.P. 7-05.5)		1	EA	\$1,300.00
21.	Adjust Valve Box (S.P. 7-12.5)		7	EA	\$400.00
22.	Topsoil, Type A (S.P. 8-02.5)		20	CY	\$60.00
23.	Seeding, Fertilizing and Mulching (S.P. 8-02.5)		50	SY	\$10.00
24.	Cement Concrete Traffic Curb and Gutter (S.P. 8-04.5)		90	LF	\$60.00
25.	Raised Pavement Marker (S.P. 8-09.5)		1	HUND	\$100.00
26.	Adjust Monument Case and Cover (S.P. 8-13.5)		1	EA	\$800.00
27.	Cement Concrete Flatwork (S.P. 8-14.5)		75	SY	\$80.00
28.	Detectable Warning Surface (8-14.5)		74	SF	\$50.00
29.	Traffic Signal System Modifications (8-20.5)		1	LS	\$10,000.00
30.	Permanent Signing (S.P. 8-21.5)		1	LS	\$1,000.00
31.	Paint Line (8-22.5)		7,000	LF	\$1.00
32.	Painted Wide Line (8-22.5)		800	LF	\$1.00
33.	Plastic Stop Line (8-22.5)		24	LF	\$30.00
34.	Plastic Crosswalk Line (8-22.5)		300	SF	\$5.00
35.	Plastic Traffic Arrow (8-22.5)		4	EA	\$150.00
36.	Plastic Traffic Letter (8-22.5)		4	EA	\$150.00
37.	Removing Paint Line (8-22.5)		830	LF	\$2.00
38.	Removing Plastic Traffic Marking (8-22.5)		6	EA	\$100.00

Subtotal All Items	\$502,380.00
Sales Tax at 0% per W.S. Revenue Rule No. 171	\$0.00
<b>TOTAL CONSTRUCTION COST:</b>	<b>\$502,380.00</b>

<b>Total Non-Eligible (City) Cost:</b>	\$50,662.00
<b>Total Eligible (TIB Funds) Cost:</b>	\$451,718.00
<b>Total Construction Cost:</b>	<b>\$502,380.00</b>

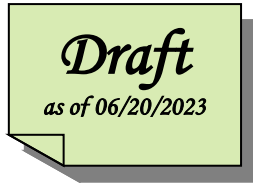
Covington City Council Meeting  
Date: June 27, 2023

**DISCUSSION OF  
FUTURE AGENDA ITEMS:**

6:00 p.m., Tuesday, July 11, 2023 Special Meeting  
Joint Study Session with Equity, Cultural, and Social Justice  
Commission

7:00 p.m., Tuesday, July 11, 2023 Regular Meeting

(draft agendas attached)



**SPECIAL MEETING AGENDA  
CITY COUNCIL JOINT STUDY SESSION WITH  
EQUITY, CULTURAL, AND SOCIAL JUSTICE COMMISSION**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday, July 11, 2023** **Covington City Hall**  
**6:00 p.m.** **Council Chambers, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington and**  
**Telephonically/Virtually via Zoom Platform**

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

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

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

**Join Online:** <https://us02web.zoom.us/j/87508488788?pwd=w8rXRmRnFe4BjEq9ORXFftJibMTaoS.1>  
 Passcode: CovCouncil

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

**GENERAL INFORMATION:**

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

**CALL CITY COUNCIL STUDY SESSION TO ORDER**

**ROLL CALL**

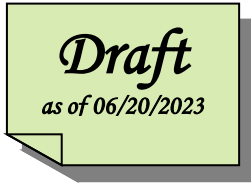
**ITEMS FOR DISCUSSION**

1. To Be Determined

**ADJOURN**

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

***\*Note\* A Regular Council meeting will follow at approximately 7:00 p.m.***



**CITY COUNCIL REGULAR MEETING AGENDA**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)

**Tuesday, July 11, 2023**  
**7:00 p.m.**

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

*Note: A Joint Study Session with the Equity, Cultural, and Social Justice Commission 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=w8rXRmRnFe4BjEq9ORXftJibMTaoS.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**

- Recognition of 47<sup>th</sup> District Legislators
- 2023 Citizen of the Year Proclamation
- 2023 Honorary Citizen of the Year Proclamation

**RECEPTION FOR 47<sup>TH</sup> DISTRICT LEGISLATORS AND CITIZEN AND HONORARY CITIZEN OF THE YEAR**

**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, June 13, 2023 Regular Meeting, June 27, 2023 Special (Interviews) & Regular Meeting Minutes (Bates)
- C-2. Vouchers (Parker)

**NEW BUSINESS**

- 1. Review 2023 Summit Action Items List (Bolli)
- 2. Consider HB 1590 Funds Distributed to South King Housing and Homelessness Partners (Bolli)
- 3. Consider Authorizing City Manager to Award and Execute a Contract with \_\_\_\_\_ for the Jenkins Creek Park Phase 1 Project (CIP 1014) (Sajda)

**FUTURE AGENDA ITEMS**

**COUNCIL/STAFF COMMENTS**

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

**EXECUTIVE SESSION – if needed**

**ADJOURN**

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