



CITY OF KENT

Council Meeting Agenda

March 21, 2017



Mayor Suzette Cooke
Council President Bill Boyce



Councilmembers

Jim Berrios
Brenda Fincher
Dana Ralph
Tina Budell
Dennis Higgins
Les Thomas



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KENT CITY COUNCIL AGENDAS
March 21, 2017
Council Chambers

Mayor Suzette Cooke
Council President Bill Boyce

Councilmember Jim Berrios
Councilmember Brenda Fincher
Councilmember Dana Ralph

Councilmember Tina Budell
Councilmember Dennis Higgins
Councilmember Les Thomas

COUNCIL WORKSHOP AGENDA
5 p.m.

<u>Subject</u>	<u>Speaker</u>	<u>Time</u>
King County Library System's New Strategic Plan	José M. Garcia Jr.	15 min
Morrill Meadows YMCA Project Update	Julie Parascondola and Nathan Phillips	45 min
City Hall Campus and Russell Road Shops Space Planning Update	Julie Parascondola	30 min

COUNCIL MEETING AGENDA
7 p.m.

1. CALL TO ORDER/FLAG SALUTE
2. ROLL CALL
3. CHANGES TO AGENDA FROM COUNCIL, ADMINISTRATION, OR STAFF
4. PUBLIC COMMUNICATIONS
 - A. Public Recognition
 - B. Community Events
 - C. Reappointment to Lodging Tax Advisory Committee
 - D. Public Safety Update
 - E. Intergovernmental Reports
5. PUBLIC HEARING
6. PUBLIC COMMENT - Please state your name and address for the record. You will have up to three (3) minutes to provide comment. Please address all comments to the Mayor or the Council as a whole. The Mayor and Council may not be in a position to answer questions during the meeting. For more details regarding the public comment process, please refer to the section titled, "Public Comments," on the reverse side.
7. CONSENT CALENDAR
 - A. Minutes of Previous Meeting and Workshop – Approve
 - B. Payment of Bills – Approve
 - C. City of Kent Investment Policy – Ordinance – Adopt
 - D. Water District #111 Franchise Ordinance – Introduce

- E. Ordinance Amending Chapter 9.38 of the Kent City Code "Parking" – Adopt
- F. Interlocal Agreement with King County for Animal Services – Authorize
- G. 2016 Final Supplemental Budget Adjustment Ordinance – Adopt
- H. Reappoint Josh Bang to Lodging Tax Advisory Committee – Confirm
- I. 2017 Consultant Services Agreement with JayRay Ads & PR, Inc. – VisitKent - Authorize
- J. Contract with COWI for Milwaukee II Levee – Authorize
- K. Contract with ICF International for the Mill Creek Environmental Impact Statement – Authorize
- L. Good and Services Agreement with Western Systems for Traffic Signal Cabinets – Authorize
- M. FMSIB & PSRC Grant for S. 228th St. UPRR – Accept
- N. Kent Kangley Pedestrian Improvements – Accept as Complete
- O. 1st Avenue S. Storm Drainage Improvements – Accept as Complete

8. OTHER BUSINESS

9. BIDS

- A. 2017 Asphalt Overlays Project – Award

10. REPORTS FROM STANDING COMMITTEES, COUNCIL, AND STAFF

11. EXECUTIVE SESSION AND ACTION AFTER EXECUTIVE SESSION

12. ADJOURNMENT

NOTE: A copy of the full agenda is available in the City Clerk's Office and at KentWA.gov.

Any person requiring a disability accommodation should contact the City Clerk's Office in advance at 253-856-5725. For TDD relay service, call the Washington Telecommunications Relay Service at 1-800-833-6388.

COUNCIL WORKSHOP

- 1) **King County Library System's New Strategic Plan, José M. Garcia Jr.**

- 2) **Morrill Meadows | YMCA Project Update, Julie Parascondola and Nathan Phillips**

- 3) **City Hall Campus and Russell Road Shops Space Planning Update, Julie Parascondola**

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PUBLIC COMMUNICATIONS

A) **Public Recognition**

B) **Community Events**

C) **Reappointment to Lodging Tax Advisory Committee**

D) **Public Safety Report**

E) **Intergovernmental Reports**

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CONSENT CALENDAR

7. **City Council Action:**

Councilmember_____moves,
Councilmember_____seconds
to approve Consent Calendar Items A through O.

Discussion_____

Action_____

7A. **Approval of Minutes.**

Approval of the minutes of the workshop and regular council meeting of March 7, 2017.

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Approval Pending

Date: March 7, 2017
Time: 5 p.m.
Place: Council Chambers East/West
Attending: Bill Boyce, Council President
Tina Budell, Councilmember
Jim Berrios, Councilmember
Brenda Fincher, Councilmember
Dennis Higgins, Councilmember
Dana Ralph, Councilmember
Les Thomas, Councilmember

Council President Boyce opened the meeting at 5:04 p.m.

Agenda:

1. Public Works Respect Action Plan Update

Tim LaPorte introduced Chris Wadsworth, Engineering Technician, Wendy Wakefield, Administrative Assistant and Kristen Lykken, Financial Analyst, presented information regarding Public Works Engineering's action teams including the great work and culture changes in the Public Works Engineering P4 Action Team Projects, FRAT Action Team projects, File Repository Action Team projects, and the Healthy Communications Team projects.

Josh Evans, Maintenance Worker, Joe Craft, Storm Maintenance Worker, and Spike English from Public Works Operations spoke regarding the positive responses to the work of the action teams that included the tremendous culture changes that have taken place since forming the teams. One of the main reasons is that the employees have been supported by management. Joe expressed his desire to share their successful plan with other departments and local jurisdictions.

2. Infrastructure Sustainability

Tim LaPorte, Public Works Director, advised the council of completed street improvement projects in 2013 – 2016 that were funded by B&O and garbage tax funds.

Kelly Peterson, Environmental Conservation Supervisor, presented information regarding the city's traffic signal system and street light section of the 2017 Transportation Sustainability program that included the total replacement value, sustainable sinking fund for signals and street lights, maintenance and repair, controllers, communication, traffic cameras, traffic loops, UPS cabinet installation, UPS cabinet life-cycle replacement, street light maintenance and replacement,

Approval Pending

additional street lights, copper wire theft, signal pole replacement, and interurban signal replacement.

Kelly provided information regarding the Residential Traffic Calming Program, ADA Transition Plan, Crosswalk Safety Improvements, Traffic Data Collection, Transportation Master Plan, and Quiet Zones.

Bill Thomas, Street and Vegetation Manager with Public Works Operations, presented information regarding sidewalks, wheelchair ramp improvements, sidewalks in need of repair, missing sidewalks, downtown core sidewalk improvements, sidewalk maintenance and rehabilitation, and pedestrian barriers.

Joe Araucto, Engineer III, presented information regarding pavement preservation that included a summary of the City's streets and the dedicated funding for street overlays, concrete roads, crack sealing, line striping, and thermo-plastic markings.

Tim LaPorte, Public Works Director, presented information regarding signs and markings, overhead guide signs, guardrails, bridges, snow & ice, and right-of-way vegetation.

Tim LaPorte provided the council with funding needs that included current annual funding, annual funding needs, unfunded annual need, funding for non-annual or one-time needs and unfunded periodic or one-time needs.

The meeting concluded at 6:34 p.m.

Kimberley A. Komoto
City Clerk

March 7, 2017

Approval Pending

Date: March 7, 2017
Time: 7 p.m.
Place: Council Chambers East/West
Attending: Suzette Cooke, Mayor
Bill Boyce, Council President
Tina Budell, Councilmember
Jim Berrios, Councilmember
Brenda Fincher, Councilmember
Dennis Higgins, Councilmember
Dana Ralph, Councilmember
Les Thomas, Councilmember

Agenda:

1. Call to Order

The meeting was called to order at 7:03 p.m., with Mayor Cooke presiding.

2. Roll Call

All councilmembers were present

3. Changes to the Agenda

None

4. Public Communications

Mayor Cooke spoke regarding the recent hate crime being investigated by the city and FBI. She conveyed that this event does not define Kent and that Kent is still a welcoming city.

Chief Thomas presented a brief report regarding the investigation of the recent crime and advised that the Kent Police Department and FBI are investigating it as a hate crime. Chief Thomas advised that the investigation is a top priority, and that the city is providing all local, state, and federal resources available. Chief Thomas advised of a press conference to be held on March 9, 2017.

Mayor Cooke recognized Chief Thomas, Derek Matheson, Councilmembers and Satwinder Kaur for their work on this issue.

A. Public Recognition:

Councilmember Thomas recognized the Kentridge High School girls' basketball team and Kentwood boys' basketball team for their recent state victories.

Councilmember Ralph recognized the Kentridge High School robotics club for winning the judge's award for curriculum designed for outreach to elementary students.

Approval Pending

Mayor Cooke recognized Steve McDonald, as the City of Kent Employee of the Month for March.

B. Community Events:

Councilmember Boyce advised of the recent events held at the ShoWare Center and encouraged all to attend upcoming events.

Councilmember Fincher provided information regarding the March 8, 2017, City of Kent Parks Department job fair in addition to the March 11, 2017, Kent Arts Day and Kids Art Walk that begins at the Centennial Center and runs March 13 & 14.

Councilmember Ralph advised of the upcoming Spotlight Series events: Seattle Rock Orchestra performs Led Zeppelin I & II, March 10, 2017, at the Kentwood Performing Arts Center, and the Kahulanui performance on March 17, 2017, to be held at the Kent Meridian Performing Arts Center.

Councilmember Higgins advised of the East Indian Connection Sikh support rally at the Kent Lutheran Church on March 10, 2017 at 11 a.m.

Councilmember Berrios advised that the Kent Police Department will hold its spring police academy on Thursday nights beginning March 30th and running thru June 1st. Classes will be held at the Birch Creek Community Center. Contact John Pagel at 253-856-5884 for additional information.

C. Kent Parks Foundation Donation to City of Kent for "Access for Recreation"

Sandra Pedersen, Executive Director and Kevin Hasslinger, Financial Advisor and Kent Parks Foundation board member provided information regarding the fundraising efforts of the foundation for access to recreation. This award concludes the five-year fundraising effort where donors committed to donating for five years. Kevin announced an \$11,000 donation to the Kent Parks Department for access to recreation. Donations can be made to the Kent Parks Foundation at KentParksFoundation.org or at GiveBIG.

D. Special Women's History Month presentation by Cristi Jones and her daughter Lola

Cristi Jones and her daughter Lola gave a special presentation in celebration of Women's History Month. Each day throughout the month of February, Lola dressed up as notable black woman to help celebrate Black History Month by creating iconic photos. Lola dressed as Madam C.J. Walker, a civil rights activist, philanthropist and entrepreneur during tonight's presentation. The complete project is available at Cristi Jones on Facebook.

Approval Pending

E. Economic and Community Development Report

Ben Wolters, Economic and Community Development Director provided an update on Blue Origin's production expansion; Meeker Square reinvestment and refresh; new downtown businesses, including Create! Project Feast is opening the Ubuntu Café on March 16th. Ben requested everyone cast a vote to have the next Dick's Drive-in be in Kent.

F. Intergovernmental Reports

Council President Boyce serves on the Sound Cities Association – The next meeting is scheduled for March 8, 2017, to discuss the PRSC.

Councilmember Fincher serves on the King Conservation District Advisory Committee. The annual plant sale will take place on March 11, 2017, from 9 a.m. – 3 p.m., on Grady Way in Renton. Highline Community College received a two-year grant totaling \$160,000 for the South King County Urban Food Security Program that will teach people how to increase their viable food stock.

Councilmember Fincher serves on the Mental Illness and Drug Dependency Task Force. The recent meeting discussed reevaluating program goals and setting the budget.

Councilmember Ralph serves on the Transportation Policy Board. Next meeting is scheduled for March 9, 2017, to discuss access to transit (parking). The board is also updating the Transportation 2040 plan.

Councilmember Berrios serves on the Puget Sound Regional Council, Economic Development District Board. The next meeting will take place on March 8, 2017, and will focus on finalizing their regional strategic plan.

Councilmember Higgins serves on the King County Regional Transit Committee. The last meeting discussed the Metro Connects Plan 2025 – 2040. Lacey Jane Wolfe, Kent's Senior Transportation Planner, attended a technical advisory committee meeting and submitted Kent's comments. The next meeting is scheduled for March 15, 2017.

Councilmember Budell serves on the Sound Cities Association Domestic Violence Initiative. The next meeting is May 18, 2017.

5. Public Hearing

None

6. Public Comment

Satwinder Kaur expressed her appreciation of Lola and Cristi Jones presentation. Satwinder thanked the Chief and the Police Department for their leadership and

Approval Pending

communications to the Sikh community regarding the recent hate crime. She invited the public to a community rally "Love, Not Hate," on Saturday, March 11th from 11 a.m. – 1 p.m. at the Kent Lutheran Church to celebrate diversity.

Komalpreet Kaur Sahota spoke in opposition to the use of drones by the Kent Police Department.

Angel Mitchell spoke in opposition to the use of drones by the Kent Police Department

Councilmember Berrios advised of the recent Public Safety Committee's discussion regarding drones. Chief Administrative Officer, Derek Matheson, provided details regarding the use of school zone traffic safety camera funds that included unmanned aerial vehicles technology and their use by the Police Department, in addition to a 3D crime scene scanner for use in investigations. Councilmember Higgins suggested Derek Matheson look into a policy regarding the use of drones and requested a follow-up report. Councilmember Fincher advised that the topic of drones was recently discussed during a community police forum.

7. Consent Calendar

Council President Boyce moved to approve the Consent Calendar items A through F, seconded by Councilmember Thomas.

The motion passed unanimously 7-0.

A. Minutes of Previous Meetings and Workshops – Approve

The minutes of the strategic planning meeting of February 4, 2017, and the workshop and regular council meeting of February 21, 2017 were approved.

B. Traffic School Coordinator Temporary Limited Term Position – Authorize

The Mayor was authorized to establish the temporary limited term position of Traffic School Coordinator to be funded out of the traffic school program budget, and adjust the budget accordingly.

C. School Zone Traffic Safety Camera Program Fund Expenditures - Authorize

Council authorized the expenditure of \$479,200, from the school zone traffic safety camera fund to purchase various public safety products and services, amend the budget, and authorize the Mayor to sign all documents necessary to complete these projects, subject to final terms acceptable to the Police Chief and City Attorney.

Approval Pending

D. 2016 Consolidated Annual Performance Evaluation Report - Approve

Council approved the 2016 Consolidated Annual Performance and Evaluation Report and authorize the Mayor to submit the report to the Department of Housing and Urban Development.

E. 2017 Community Development Block Grant Annual Action Plan - Approve

Council approved the proposed Community Development Block Grant 2017 Annual Action Plan, including funding allocations and contingency plans, and authorized the Mayor to execute the appropriate certifications and agreements.

F. First Amendment to the 2015-2019 Community Development Block Grant Consolidated Plan - Approve

Council approved the First Amendment to the 2015-2019 Community Development Block Grant Consolidated Plan for Housing and Community Development and authorized the Mayor to submit the amendment to the Department of Housing and Urban Development.

8. Other Business

None.

9. Bids

None.

10. Reports from Standing Committees, Council and Staff

Council President –

Council President Boyce provided details regarding today's two workshop topics that included the Public Works Respect Action Plans and Public Works Infrastructure Sustainability, in addition to expressing his appreciation for the public works staff participation in and implementing a respect action plan.

Administration – Derek Matheson, Chief Administrative Officer conveyed that the Riverbend Gateway Project purchase and sale and development agreements will likely be ready for a public hearing in April. Derek advised that Moody's, a credit rating agency has updated the City's credit rating from an A2 to an A1 rating. Standard and Poor's credit rating agency has the City at an AA+ rating. These updates are a result as the Mayor and City Council's financial policies and budgets that have rebuilt the reserves in the general funds and other funds. Derek indicated there is an executive session today to discuss pending litigation that is expected to last 10 minutes. There will be no action after executive session. The Chief Administrative Officer report is included in today's agenda packet.

Economic and Community Development – None

Approval Pending

Operations – Councilmember Ralph advised that the committee will work on updating the City’s investment policies. Additionally, the committee approved the ILA with King County Animal Control Services in addition to approving a preliminary agreement with Water District #111 for a franchise agreement. The committee also recommended adoption of a parking policy for the city campus.

Parks and Human Services – Councilmember Fincher advised of the upcoming city job fair and requested future job fairs be held at a time more convenient for participants. Councilmember Fincher indicated the Parks Commission is seeking board members. Councilmember Fincher provided information regarding the conversion of ball field one at Hogan field to provide for year-round sporting events. Information was presented regarding a whiffle ball field that is coming to Kent. The field will be located at Kent Memorial Park.

Public Safety – Councilmember Berrios advised that next meeting is March 14, 2017. Councilmember Berrios thanked the Police Department and Commander O’Reilly for their work with the Sikh community during a recent community event.

Public Works – Councilmember Higgins indicated the actions from the recent meeting are in the minutes.

Puget Sound Regional Fire Authority – Councilmember Thomas advised that the next meeting will be held at station 74 at 5:30 p.m. on March 15th.

11. Executive Session and Action after Executive Session

A. Pending Litigation, as per RCW 42.30.110(1)(i)

At 8:19 p.m., Mayor Cooke advised that the council will convene into executive session.

At 8:28 p.m., Tom Brubaker, City Attorney, extended executive session for an additional 10 minutes.

At 8:43 p.m., Mayor Cooke reconvened the meeting

12. Adjournment

At 8:43, Mayor Cooke adjourned the meeting.

Kimberley A. Komoto
City Clerk

March 7, 2017

Agenda Item: Consent Calendar 7B

7B. Approval of Bills:

Approval of payment of the bills received through Feb 15, 2017 and paid on Jan. 31 and Feb. 15, 2017 after auditing by the Operations Committee on March 7, 2017.

Approval of checks issued for vouchers:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
1/31/2017	Wire Transfers	6968 - 6988	\$2,224,255.11
1/31/2017	Regular Checks	710888 - 711331	\$4,032,444.83
1/31/2017	Payment + Void Checks		\$176,271.34 (\$0.00)
1/31/2017	Use Tax Payable		<u>(\$1,775.88)</u>
			\$6,431,195.40

Approval of checks issued for payroll for Jan. 16 through Jan. 31 and paid on Feb. 3, 2017:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
2/3/2017	Checks Voids and Reissues		\$0.00
2/3/2017	Advices	381340 - 382185	<u>\$1,609,814.08</u>
			\$1,609,814.08

Approval of checks issued for vouchers:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
2/15/2017	Wire Transfers	6989 - 7009	\$1,991,953.37
2/15/2017	Regular Checks	711332 - 711602	\$2,839,934.05
2/15/2017	Payment + Void Checks		\$54,188.34 (\$602.35)
2/15/2017	Use Tax Payable		<u>\$4,444.96</u>
			\$4,889,918.37

Approval of checks issued for payroll for Feb. 1 through Feb. 15 and paid on Feb. 17, 2017:

<u>Date</u>		<u>Check Numbers</u>	<u>Amount</u>
2/17/2017	Checks Voids and Reissues		\$0.00
2/17/2017	Advices	382186 - 383024	<u>\$1,491,620.55</u>
			\$1,491,620.55

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TO: City Council

DATE: March 21, 2017

SUBJECT: City of Kent Investment Policy – Ordinance – Adopt

MOTION: Adopt Ordinance No. _____ that repeals and replaces Chapter 3.02 of the Kent City Code, entitled "Investment Policy."

SUMMARY: This Ordinance will repeal the current language in Kent City Code (KCC) 3.02 "investment policy" and replace it with the new language in this Ordinance. The Washington State Investment Board (WSIB) has made available new types of investment opportunities in which governments can invest funds. This Ordinance provides for those new opportunities and gives guidance to the City, and current and/or potential new investment advisors, on allowable investments.

The overall investment strategies/objectives for the City are:

1. Safety of the principal amount invested;
2. Liquidity to allow the City to meet payment obligations; and
3. Yield or investment returns of the City's portfolio.

These three guiding principles will continue to determine the size and make-up of the City's investment portfolio.

The new investment policy language has been unanimously approved and certified by the Washington Public Treasurers Association (WPTA).

EXHIBITS: Ordinance

RECOMMENDED BY: Operations Committee

YEA: Boyce, Thomas, Ralph **NAY:**

BUDGET IMPACTS: None

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ORDINANCE NO.

AN ORDINANCE of the City Council of the City of Kent, Washington, repealing and readopting Chapter 3.02 of the Kent City Code, entitled "Investment Policy" to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements and custodial procedures necessary for the prudent management and investment of the funds of the City.

RECITALS

A. The City's current investment policy for City investments, set forth in the Kent City Code Chapter 3.02, was last amended in 2012.

B. Since 2012, changes in federal and state law affect the way the City can invest its funds.

C. The Council desires to repeal Chapter 3.02 and adopt a new Chapter 3.02 to reflect changes in federal and state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. – *Repealer – Chapter 3.02 KCC, “Investment Policy”.*

Chapter 3.02 of the Kent City Code entitled “Investment Policy” is repealed in its entirety.

SECTION 2. – *Adoption – Chapter 3.02 KCC, “Investment Policy”.*

Title 3 of the Kent City Code is amended to adopt a new chapter, Chapter 3.02, entitled “Investment Policy,” as follows:

CHAPTER 3.02 INVESTMENT POLICY

Sec. 3.02.010. Policy. It is the policy of the city to invest public funds in a manner that safeguards and protects the principal of the city’s investments, provides liquidity in meeting daily cash flow, and provides the highest return possible through budgetary and economic cycles. All investment activity will be in compliance with chapter 35.39 RCW “Fiscal - Investment of funds,” chapter 39.59 RCW “Public Funds – Authorized investments,” and any other statutes or regulatory requirements, such as Internal Revenue Codes, which may apply.

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements and custodial procedures necessary for the prudent management and investment of the funds of the city.

Sec. 3.02.020. Definitions. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. *Banker's Acceptance* means a draft bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

B. *Broker* means someone who brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he/she does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

C. *Collateral* means securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. This also refers to securities pledged by a bank to secure deposits of public monies.

D. *Certificate of Deposit (CD)* means a time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

E. *Coupon* means (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; or (b) a certificate attached to a bond evidencing interest due on a payment date.

F. *Commercial Paper* means short-term, negotiable, unsecured promissory notes. The credit of the issuer stands behind the paper. There are some issuers that put up assets as security for the issue, these are assetbacked.

G. *Dealer* means one who, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

H. *Delivery Versus Payment* means the delivery of securities with an exchange of money for the securities. Delivery versus receipt is the delivery of securities with an exchange of a signed receipt for the securities.

I. *Discount* means the difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

J. *Discount Securities* means non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

K. *Diversification* means dividing investment funds among a variety of securities offering independent returns.

L. *Federal Credit Agencies* means agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., savings and loans, small business firms, students, farmers, farm cooperatives and exporters.

M. *Federal Reserve Bank System* means the central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve (12) Regional Banks and about 5,700 commercial banks that are members of the system.

N. *Federal Deposit Insurance Corporation (FDIC)* means a federal agency that insures bank deposits, currently up to \$100,000 per deposit.

O. *Federal Home Mortgage Corporation (FHLMC)* means a public chartered agency that buys residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees and then, resells the mortgage-backed securities on the open market. Shares of FHLMC stock are publicly traded on the New York Stock Exchange. The corporation is nicknamed Freddie Mac.

P. *Federal Home Loan Banks (FHLB)* means the institutions that regulate and lend to savings and loan associations. The FHLBs play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Q. *Federal National Mortgage Association (FNMA)* means the federal corporation working under the auspices of the Department of Housing and Urban Development. Nicknamed "Fannie Mae," FNMA was chartered under the Federal National Mortgage Association Act in 1938. It is the largest single provider of residential mortgage funds in the United States. FNMA is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

R. *Liquidity* means a liquid asset that can be converted easily and rapidly into cash without a substantial loss of value.

S. *Market Value* means the price at which a security is trading and could presumably be purchased or sold.

T. *Master Repurchase Agreement* means a written contract covering all future transactions between the parties to repurchase/reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of a default by the seller-borrower.

U. *Maturity* means the date upon which the principal or stated value of an investment becomes due and payable.

V. *Money Market* means the market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

W. *Portfolio* means a collection of securities held by an investor.

X. *Rate of Return* means the yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Y. *Repurchase Agreement* means a holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use repurchase agreements extensively to finance their positions. Exception: When the federal reserve is said to be doing a repurchase agreement, it is lending money, that is, increasing bank reserves.

Z. *Safekeeping* means a service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

AA. *Secondary Market* means a market made for the purchase and sale of outstanding issues following the initial distribution.

BB. *Supranational Bonds* means bonds issued by international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management.

CC. *Treasury Bills* means a non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three (3) months, six (6) months, or one (1) year.

DD. *Treasury Bond* means a long-term U.S. Treasury security having initial maturities of more than ten (10) years.

EE. *Treasury Notes* means an intermediate term coupon bearing U. S. Treasury securities having initial maturities from one (1) to ten (10) years.

FF. *Yield* means the rate of annual income return on an investment, expressed as a percentage. "Income Yield" is obtained by dividing the current dollar income by the current market price for the security. "Net Yield" or "Yield to Maturity" is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Sec. 3.02.030. Scope and Objectives.

A. Scope. The city commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The city maintains the right to separate certain funds and exclude them from the scope of this policy. Investment funds may include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Project Funds
5. Enterprise Funds (water, sewerage, golf course)
6. Internal Services Funds
7. Public Facilities Funds

8. Any new fund created by the city council, unless specifically exempted

B. Objectives. The primary objectives, in priority order, of the city's investment activities shall be safety, liquidity, and return on investment.

1. Safety. Safety of principal is the foremost objective of the city's investment policy. city investments shall be made in a manner that seeks to ensure the preservation of capital in the overall portfolio. To mitigate credit and interest rate risk, investment decisions shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

a. Credit risk. This is the risk of loss due to the financial failure of the security issuer or backer. The city will minimize credit risk by:

(1) Limiting exposure to poor credits and concentrating the investments in the safest types of securities.

(2) Diversifying the investment portfolio so that potential losses on individual securities will be minimized; and

(3) Actively monitoring the investment portfolio holdings for rating changes, changing economic market conditions, etc.

(4) Credit rating downgrade. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Finance Director shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director will apply the general objectives of safety, liquidity, and return to make the decision.

b. Interest rate risk. This is the risk that the market value of securities in the portfolio will fall due to increases in general interest rates. The city will mitigate the interest rate risk by:

(1) Structuring the investment portfolio so that securities mature to meet cash requirements, when known, for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

(2) Investing liquidity funds primarily in short-term instruments (i.e., investments maturing in less than one year); and

(3) Investing excess liquidity funds in a manner that is consistent with the established risk/return objectives of this policy within the stated maximum weighted average maturity constraint.

2. Liquidity. The city's investment portfolio will remain sufficiently liquid to enable the city to meet all reasonably anticipated operating requirements. This will be accomplished by either maintaining a portion of the portfolio in investment vehicles offering daily liquidity at face value, such as the Washington State Local Government Investment Pool (LGIP) or structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

3. Return on investment. The city's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the city's investment risk constraints, the cash flow characteristics of the portfolio, and earnings relative to the State of Washington LGIP. Return on investment is of lesser importance compared to the safety and liquidity objectives described above.

Sec. 3.02.040. Standards of care and ethics.

A. Prudence. The standard of care to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio under prevailing economic conditions at

the moment of investment commitments. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are timely reported and appropriate action is taken to control adverse developments.

The "Prudent Person" standard requires that investments be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

B. *Ethics and conflict of interest.* Investment officials will recognize that the investment portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worthy of the public trust.

Officers and employees involved in the investment process shall refrain from knowingly engaging in personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials responsible for investment transactions shall disclose to the Mayor any material financial interests in financial institutions that conduct business within this jurisdiction. They shall further disclose any large personal financial/investment positions that could be related to the performance of the city's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the city, particularly with regard to the time of purchases and sales.

Sec. 3.02.050. Delegation of authority and responsibilities.

A. Governing body. The city council as the governing body will retain ultimate fiduciary responsibility for the portfolio. The city council will receive quarterly reports, designate an investment officer, and review and adopt any changes to the investment policy.

B. Investment Officer. The Finance Director (or his/her designee) is the Investment Officer of the city. No person may initiate investment transactions on behalf of the Investment Officer without the express written consent of the Investment Officer.

The Finance Director shall be responsible for oversight of the investment program and shall help establish the investment strategies applicable to all investments of funds held by or belonging to the city, its agencies and departments.

C. Investment advisor. The city may engage the services of an external investment advisor to assist in the management of the city's investment portfolio in a manner consistent with the city's objectives. Such external advisors may be granted non-discretionary authority to purchase and sell investment securities in accordance with this Investment Policy. Such advisors must be registered under the Investment Advisers Act of 1940.

Sec. 3.02.060. Authorized investments, diversification, maturities and collateralization.

A. Authorized investments. The city is authorized by this chapter and empowered by statute (including, without limitation, RCW 39.59.020, 39.59.030, 43.84.080, and 43.250.040, including all future amendments) to invest in various securities, including, without limitation, the following:

Type of Investment	Definition
LGIP	State law allows cities to utilize the resources of the State Treasurer to maximize the potential surplus funds while ensuring the safety of public funds. A state investment pool has been designated to meet this function.
US Treasury Obligations	Certificates, notes, bonds, or strips of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States.
GSE-Agency Securities	Obligations of Government Sponsored Enterprises (GSEs) which are eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System. (These include but are not limited to Federal Home Loan Bank notes and bonds, Federal National Mortgage Association notes, Federal Home Loan Mortgage Corporation and Federal Farm Credit Bank bonds.)
Repurchase Agreements	Repurchase agreements for securities provided that the transaction is structured so that the city obtains control over the underlying securities. If repurchase agreements are utilized, a Master Repurchase Agreement must be signed by the Finance Director with the transacting bank or dealer. Additionally, the collateral must meet the authorized investment and maturity constraints of this policy.
Bankers' Acceptance	Bankers' acceptances purchased on the secondary market which have at the time of investment the highest credit rating by a minimum of two recognized rating agencies (RCW 43.84.080(4)).
Commercial Paper	Commercial paper provided that the Finance Director adheres with the policies and procedures of the State Investment Board regarding commercial paper (RCW 43.84.080(7)); the exception is that the City will not allow Asset Backed commercial paper. Commercial paper not to have maturities exceeding 270 days. Commercial paper must be purchased on

	the secondary market and not directly from issuers. Commercial paper and corporate notes combined must not exceed more than 25% of the total assets of the portfolio.
Certificates of Deposit/Bank Deposits/Saving	Investment deposits including certificates of deposit, with qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.
Bonds of the State of Washington	Bonds of the State of Washington and any local government in the State of Washington, which bonds are rated A- or better at the time of investment by a nationally recognized rating agency.
General Obligation Bonds of a State Other than Washington	General obligation bonds of a state other than the State of Washington and general obligation bonds of a local government of a state other than the State of Washington, which bonds are rated A- or better at the time of investment by a nationally recognized rating agency.
Corporate Notes	Corporate Notes rated A- or better at the time of investment by all nationally recognized rating agencies that rate the security, subject to the current policies and procedures of the State Investment Board regarding Corporate Notes. Corporate notes "A-, A, or A+" with a negative outlook may not be purchased. If securities are downgraded below these minimum levels after purchase, they are considered permissible and the securities may be held or sold. Corporate notes must be purchased in the secondary market and not directly from the issuer.
Supranational Bonds	Supranational bonds issued by international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. The City may only buy bonds that have the U.S. as their largest shareholder.

B. Diversification. Diversification is required by the city to reduce overall portfolio risks while attaining market average rates of return. Diversification by institution, type of investment security, and years to maturity shall be employed to avoid over-concentration in any of these areas.

The maximum percentages listed below will provide a guide in making investment decisions. Maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to review and approval by the Finance Director. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

Diversification Targets:

Authorized Investments	Maximum Portfolio Allocation	Maximum Maturity	Maximum Allocation Per Issuer	Credit Quality / Notes
Local Government Investment Pool	100%	-	-	-
US Treasury Obligations	100%	5 years	-	-
GSE Agency Securities	100%	5 years	-	-
Repurchase Agreements	10%	60 days	None	State collateral requirements must be followed.
Bankers' Acceptances	10%	180 days	10%	Rated in the highest short-term credit rating category by at least two NRSROs.
Certificates of Deposit/Bank Deposits/Saving	20%	24 months	10%	If not 100% collateralized, must be rated in the highest short-term rating category by at least one NRSRO.

Corporate Notes		5 years	Rated AA or better by all NRSOs: 3% Rated A- or better: 2% Non-U.S. and Canada: 2% per country	Must be rated A- or better. Securities rates A-, A, or A+ with a negative outlook may not be purchased.
Commercial Paper	25%	270 days	U.S.: 3% Non-U.S. and Canada: 2%	Rated in the highest short-term rating category by at least two NRSROs. If rated by more than two NRSROs, it must have the highest rating from all of the organizations. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term senior unsecured credit rating at the time of purchase in one of the three highest rating categories of an NRSRO.
General obligation bonds of any state or local government	20%	5 years	5%	Must be rated A- or better.
Supranational Bonds	20%	5 years	5%	Supranational bonds that have the United States as their largest shareholder.

C. Maturities. The city will invest in securities with maturity dates five (5) years from the date of purchase or less.

1. The maximum weighted average maturity of the total portfolio shall not exceed three (3) years. This maximum is established to limit the portfolio to excessive market price change exposure.

2. Liquidity funds will be held in the LGIP, bank deposits, or in short term instruments maturing six (6) months or less.

3. The investment portfolio will have securities that mature between one (1) day and five (5) years.

4. Exception to five-year maturity maximum. Investments may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

D. Collateralization. Collateralization is required on repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest. The only eligible collateral for repurchase agreements will be direct obligations of the U.S. Treasury, U.S. Government Agency and/or U.S. Government instrumentality obligations.

Securities that are acceptable as collateral must comply with the allowable securities listed in this policy. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of substitution is granted.

Sec. 3.02.070. Dealers and institutions, safekeeping and custody, internal and external control.

A. Authorized financial dealers and institutions. The Finance Director will limit banking transactions to designated banking relationships and will refer to the financial institutions list provided by the Public Deposit Commission of banks authorized to provide investment services (RCW 39.58.080). In addition, the city will approve security broker/dealers by credit worthiness, and understanding of the city's requirements and policy. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule). No public deposit shall be made except in a qualified public depository in the State of Washington.

A current financial statement is required to be on file for each financial institution and broker/dealer in which the city invests. Electronic links and or files may be used to meet this requirement. If the city hires an investment advisor to assist in the management of the investment portfolio, then the city can also use the investment advisor's approved broker/dealer list.

B. Safekeeping and custody. All security transactions, including collateral for repurchase agreements, entered into by the city shall be conducted on a delivery versus payment basis. Securities will be held by a third-party custodian designated by the Finance Director.

C. Internal control. The Finance Director shall establish a process of periodic review by the accounting staff. This review will provide internal control monitoring by assuring that policies and procedures are being complied with.

Sec. 3.02.080. Performance standards, reporting requirements and advisory investment committee.

A. Performance standards. The city's investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs. Appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and a comparison to the LGIP earnings rate should be completed on a regular basis.

B. Advisory investment committee. An investment committee will be established consisting of the mayor (or designee), Finance Director, the Public Works director, and a member of the council operations committee, who shall be appointed by the mayor to serve a two (2) year term, which term shall run concurrently with the term of the council president, except to the extent interim appointments become necessary. The committee will meet quarterly and will be established to serve in a general review and advisory capacity, taking into account the city's investment objectives, available funds and current market conditions. The committee will review periodic reports which may include, but are not limited to: market value of the portfolio, percentages by type and institution, average life of the portfolio, expected cash flows, and average rate of return.

Sec. 3.02.090. State and federal amendments. If new legislation or regulation should amend the permitted instruments or institutions, those changes will be deemed to be immediately incorporated into this policy.

SECTION 3. – Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such

decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4. – *Savings.* The existing Chapter 3.02 of the Kent City Code, which is repealed and replaced by this ordinance, shall remain in full force and effect until the effective date of this ordinance.

SECTION 5. – *Corrections by City Clerk or Code Reviser.* Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 6. – *Effective Date.* This ordinance shall take effect and be in force thirty (30) days from and after its passage, as provided by law.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

PASSED: _____ day of _____, 2017.

APPROVED: _____ day of _____, 2017.

PUBLISHED: _____ day of _____, 2017.

I hereby certify that this is a true copy of Ordinance No. _____
passed by the City Council of the City of Kent, Washington, and approved
by the Mayor of the City of Kent as hereon indicated.

_____(SEAL)
KIMBERLEY A. KOMOTO, CITY CLERK



TO: City Council

DATE: March 21, 2017

SUBJECT: Water District #111 Franchise Ordinance – Introduce

MOTION: Introduce an ordinance establishing a 10-year franchise with King County Water District # 111.

SUMMARY: Over the past year, the City and King County Water District #111 have been negotiating this franchise agreement, which is the first ever between the city and an outside utility. The reasons for this franchise are complex, but recent case law developments in Washington State have created new issues relating to the city's ability to impose a utility tax on the District's operations within city boundaries. Until these recent developments, it was generally understood that cities could not impose a utility tax on special purpose districts. In lieu of imposing a utility tax, the city and the District have agreed to this franchise arrangement.

This franchise runs for ten years, with the opportunity for one five year extension, if the parties mutually agree to the extension. The franchise fee is six percent of the District's gross revenues. "Gross revenues" is, however, defined and limited in the franchise to be essentially the same revenue sources the city imposes on its own water, sewer, and storm utilities. In exchange for this franchise fee payment, the city further agrees not to impose any utility tax during the franchise term.

The franchise addresses and resolves a number of lesser issues regarding, for example, street widening and relocation or abandonment of system pipes and other facilities, but the core reason for this franchise is the payment of the franchise fee in exchange for the city's promise not to impose a utility tax.

EXHIBITS: Franchise Ordinance

RECOMMENDED BY: Operations Committee

YEA: Boyce, Thomas, Ralph **NAY:**

BUDGET IMPACTS: Undetermined, because this is a first-time arrangement, but the Finance Department has provided a very rough estimate of \$200K in additional annual general fund revenue.

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ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Kent, Washington, granting King County Water District No. 111 a non-exclusive franchise to construct, maintain, operate, replace and repair a water system within public rights-of-way of the City of Kent, and fixing a time when the same shall become effective.

RECITALS

A. King County Water District No. 111, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Kent, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way as hereinafter defined; and

B. RCW 57.08.005 (3) authorizes the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

C. RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water facilities; and

D. the City and the District have prepared a Franchise Agreement to provide for the operation of District Facilities within the City right-of-way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. - *Definitions.* Where used in this franchise (the "Franchise") these terms have the following meanings:

A. "City" means the City of Kent, a Washington municipal corporation, and its respective successors and assigns.

B. "District" means King County Water District No. 111, a Washington municipal corporation, and its respective successors and assigns.

C. "Facilities" means tanks, reservoirs, water treatment facilities, meters, pipes, mains, services, valves, blow offs, vaults, fire suppression water facilities, risers, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, interties, lines, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating a water utility system, whether the same be located over or under ground.

D. "Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now or hereafter laid out, platted, dedicated or improved in District's service area within the present corporate boundaries of the City, and as such corporate boundaries may be extended within District's service area by annexation or otherwise.

E. "Ordinance" means this Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

F. "Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.

G. "Revenue" means income received by the District from the sale of metered water to direct retail customers whose connections to the District's water system are located within the City. Revenue shall not include: impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement district and utility local improvement district assessments and payments; grants; contributed assets (contributions in aid of construction); loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; hydraulic modeling fees; water availability document fees and charges; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

SECTION 2. - Franchise.

A. The City does hereby grant to District the right, privilege, authority and franchise to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through and across open city right-of-ways within the Franchise Area for purposes of its water utility functions as defined in Title 57 RCW beginning on the Effective Date of this Franchise; provided the City's grant of the right to use the Franchise Area to the District as

provided herein for its Facilities shall not be construed to require the District to provide such Facilities to the City.

B. Nothing contained in this Ordinance is to be construed as granting permission to District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City.

C. In addition to the rights granted to the District to undertake and perform activities within the Franchise Area as provided herein, District shall have the right to discharge District water supply to and into the City's storm water system while performing water system flushing and other District activities, provided any District water to be discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system.

D. At all times during the term of this Franchise, District shall fully comply with all applicable federal, state, and local laws and regulations.

SECTION 3. - Non-interference of Facilities.

A. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. All survey monuments which have been distributed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. District agrees to promptly complete all restoration work

and to promptly repair any damage caused by such work at its sole expense.

B. If it is determined that the District has failed to restore the right-of-way in accordance with this Section, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and District shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

SECTION 4. - Relocation of Facilities.

A. Subject to each party's prior and consistent compliance with the Section 6 Planning Coordination requirements below, whenever the City causes the grading or widening of the Franchise Area or undertakes construction of storm drainage lines, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvements (for purposes other than those described in Section 4(D) below) and such project requires the relocation of the District's then existing Facilities within the Franchise Area, the City shall:

(1) Pursuant to RCW 35.21.905, or as amended, consult with the District in the predesign phase of any such project; and

(2) After receipt of written notice from the City, the District shall design and relocate such Facilities within the Franchise Area within ninety

(90) days for a smaller project and two hundred forty (240) days for a larger project to accommodate the City project, unless the Parties agree on a different time; in any event, the City and the District will, in good faith, use their best efforts to coordinate their project schedules to avoid delay to the City's project. A smaller project could be adjusting, at minimal time and cost, a water service line or a meter to a new grade or location, relocation of a valve box, relocation or extension of a fire hydrant, or relocation of an air vac assembly or blow off. Notwithstanding the above, the District may, at any time within thirty (30) calendar days after receipt of written notice requesting the relocation of its Facilities, submit to the City written alternatives to such relocations. The City shall within a reasonable time evaluate such alternatives and advise the District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, District shall submit such additional information as is necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City reasonably determines there is no other reasonable or feasible alternative, the City shall provide the District with further written notice to that effect. In that event, the City shall provide the District with conceptual plans and specifications for the City project and the District shall then relocate its Facilities by the date so established.

(3) Coordinate and work with the District to minimize conflicts between existing Facilities and the public improvements where possible, and to avoid having the District relocate its Facilities whenever possible.

B. If a city project causes the relocation of District Facilities, the cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:

(1) If the relocation occurs within ten (10) years after the District initially constructed such Facility at the District's cost, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty percent (50%);

(2) If the relocation occurs more than ten (10) years after the District initially constructed such Facility, then the relocation shall be at the District's sole cost.

C. Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the City requires the relocation of District Facilities within the Franchise Area for the benefit of any person or entity other than the City or the Washington State Department of Transportation, then District shall have the right as a pre-condition of such relocation to require such person or entity to:

(1) Make payment to District at a time and upon terms acceptable to the District for any and all costs and expense incurred by the District in the relocation of District Facilities; and

(2) Protect, defend, indemnify and save the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.

D. This Section 4 shall govern all relocations of District's Facilities required in accordance with this Franchise. Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other right not in the Franchise Area shall be borne by the City, provided the City obtains the District's prior consent to such location or relocation.

E. For the purpose of this Section 4, a project or improvement is considered to be caused by the City (as described in Section 4(A) above) if it is permitted by the City and both of the following conditions exist:

(1) The City is the lead agency for the project or improvement, and

(2) The City is responsible for the majority of the overall costs of the improvement or project, which, if applicable, includes any grant money received by the City from any federal or state agency but shall not include any funds received by the City from third parties such as developer assessments, impact fees, contributions in aid of construction, and contributions in lieu of construction.

F. If a City project requires the relocation of then existing Facilities within the Franchise Area as provided in this Section 4, the District and the City may agree to include the relocation of any Facilities as required as part of the City's public works project under terms and conditions agreed between the City and the District.

SECTION 5. - Right-of-Way Management.

A. Excavation. Whenever the District excavates in any right-of-way for the purpose of installation, construction, operation, maintenance, repair or relocation of its Facilities, it shall apply to the City for a permit to do so in

accordance with the ordinances and regulations of the City requiring permits to operate in City right-of-way. No District work shall commence within any City right-of-way without a permit, except as otherwise provided in this Franchise and applicable City Ordinance.

B. Restoration after Construction. The District shall, after any installation, construction, relocation, operation, maintenance or repair of Facilities within the Franchise Area, restore the right-of-way as nearly as reasonably possible to its condition prior to any such work. The District agrees to promptly complete all restoration work and to promptly repair any damage to the right-of-way caused by such work at its sole cost and expense. If it is determined the District has failed to restore the right-of-way in accordance with this Franchise and other applicable City regulations, the City shall provide the District with written notice including a description of the actions the City believes necessary to restore the right-of-way.

C. Bonding Requirement. The District, as a public agency, shall not be required to comply with the City's standard bonding requirement for working in the City's right-of-way.

D. Emergency Work, Permit Waiver. In the event of an emergency where any District Facilities located in the right-of-way are broken or damaged, or if the District's construction area for the District's Facilities is in a condition as to place health or safety of any person or property in imminent danger, the District shall immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining a permit as required by this Franchise; provided the District shall notify the City as soon as reasonably possible relative to such emergency activity and shall immediately obtain a permit for such activity if required by this Franchise or City Ordinance.

E. City Work Zones. The District shall not be required to obtain a City right-of-way permit to undertake utility work when the City and the District by separate agreement are jointly undertaking a project in the Franchise Area and the District work is located within the City "work zone" for which the City has already approved a traffic control, pedestrian safety or other applicable plans.

F. Complete Right-of-Way Permit Applications. If the District is required to obtain a City right-of-way permit to undertake utility work within City right-of-way, the City shall issue a permit as soon as reasonably possible and will use its best efforts to issue the permit within ten (10) business days of receiving a complete application for such permit from the District.

G. City Invoices. The City shall invoice the District for all City fees and charges relating to the issuance of any City right-of-way permit to the District, including inspection fees and charges, on a monthly basis, and the City's final fees and charges within thirty (30) days of the completion of any District work in City right-of-way subject to a City permit, and the City's final acceptance of any such District work.

SECTION 6. - Planning Coordination.

A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents to the extent they apply to the District's service area within the City limits as follows:

(1) Each Party will participate in a cooperative effort to develop their respective Comprehensive Plan Utilities Elements that meet the requirements described in RCW 36.70A.070 (4).

(2) Each Party will participate in a cooperative effort with the other Party to ensure that the Utilities Elements of their Comprehensive Plans are accurate as they relate to their operations and are updated to ensure continued relevance at reasonable intervals.

(3) Each Party shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities as requested by the other Party within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in the non-requesting Party's possession, or can be reasonably developed from the information in the non-requesting Party's possession.

(4) Each Party will provide information relevant to their operations within a reasonable period of written request to assist the other Party in the development or update of their respective Comprehensive Plan(s), provided that such information is in the non-requesting Party's possession, or can be reasonably developed from the information in the non-requesting Party's possession.

B. District and City shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(1) For the purpose of planning, the District and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other Party.

(2) By February 1st of each year, District shall provide the City with a schedule of the District's planned capital improvements which may affect the rights-of-way for that year.

(3) By February 1st of each year, City shall provide the District with a schedule of City's planned capital improvements which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.

(4) The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

(5) All construction locations, activities, and schedules should be coordinated to minimize public inconvenience, disruption or damages.

(6) The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.

(7) Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records in electronic format as available that show the location of its facilities within rights-of-way.

SECTION 7. - Indemnification.

A. District shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against

them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of District or its agents, servants, employees, contractors, subcontractors or assigns in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. City shall indemnify, defend and hold the District, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, servants, employees, contractors, subcontractors or assigns in exercising the rights granted City in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, employees, volunteers or assigns.

C. In the event any such claim or demand be presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other Party, the Party shall promptly notify the other Party thereof, and the notified Party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

D. Should a court of competent jurisdiction determine that this Franchise 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 City and District, their officers, employees and agents, District's liability hereunder shall be only to the extent of District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

SECTION 8. - *Default.* If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency.

SECTION 9. - *Non-exclusive Franchise.* This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area, which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

SECTION 10. - *Franchise Term.* This Franchise shall have a term of ten (10) years from its Effective Date as defined in Section 31 herein; provided, this Franchise shall be automatically extended for one additional five (5) year period unless either Party at least one hundred eighty (180) days prior to the termination date of the Franchise provides written notice to the other Party of its intent to terminate the Franchise at the end of the

Franchise term; provided, at the end of the five (5) year term, this Franchise shall be automatically extended for successive one (1) year periods unless either Party at least one hundred twenty (120) prior to the termination date of any one (1) year extension provides written notice to the other Party of its intent to terminate the Franchise at the end of the then current Franchise term.

SECTION 11. - *Non-assumption.* In consideration of the District's payment of the Franchise Fee to the City as provided in Section 12 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear its statutory authority pursuant to chapter 35.13A RCW or other statutes to attempt to assume jurisdiction over all or part of the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the term of this Franchise. The City's agreement and forbearance includes not facilitating or cooperating with any other city or town to attempt pursuant to RCW 35.13A.060 or as such statute may be amended or superseded to assume jurisdiction over the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the term of this Franchise.

SECTION 12. - *Franchise Fee.*

A. In consideration of the rights granted the District under this Franchise, the District shall pay to the City a franchise fee ("Franchise Fee") in the amount of six percent (6.0%) of the District's Revenue beginning the first day of the first calendar quarter occurring at least sixty (60) days after the Effective Date of this Franchise, subject to the provisions of Section 12(B) herein.

B. Franchise Fees shall be paid to the City in quarterly installments. Franchise Fee payments for each calendar quarter or portion thereof shall be due thirty (30) days following the end of the calendar quarter (quarters ending at the end of March, June, September and December).

C. Should the District be prevented by judicial or legislative action from paying any or all of the Franchise Fees, the District shall be excused from paying that portion of the Franchise Fee and this Franchise agreement will immediately terminate, unless the Parties otherwise agree.

D. In consideration of the District's payment of a Franchise Fee to the City as provided in Section 12 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear any legal authority it may have to impose a utility, business and occupation tax, public utility tax, privilege tax, excise tax or any other tax (collectively, "Excise Tax") upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise. However, if a court of competent jurisdiction determines the City may not agree to forbear its statutory authority to impose an Excise Tax upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise, or to limit any such Excise Tax on the District's revenues, gross receipts, or gross income, the District shall have the right and option, at its sole election, to (1) terminate this Franchise and the payment of Franchise Fees to the City, and if the City determines to impose an Excise Tax on the District, the District shall have the right to bring an action to challenge the legal validity of any such Excise Tax, or (2) if the Parties mutually agree, elect not to terminate this Franchise and the District may agree to pay any such Excise Tax, provided the District's Franchise Fees herein to the City shall be credited against any such Excise Tax the City may impose.

E. In consideration of the District's payment of a Franchise Fee to the City as provided herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear any legal authority it may have to impose compensation or a rental fee (collectively, "Rental Fee") upon the District for the District's use of the Franchise Area as provided for herein.

F. The District shall have the right to recover the Franchise Fee from the District's ratepayers residing within the City and may identify the Franchise Fee as a separate billing item on utility customer billings by using the following line item:

"Effect of City of Kent Franchise Fee: \$X.xx"

SECTION 13. - *Compliance with Codes and Regulations.*

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable City ordinances and codes, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without District's written approval. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and City rules and regulations, including the City public works policies and pre-approved plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

B. If any territory served by District is annexed to the City after the Effective Date of this Franchise, this Franchise shall be deemed to be the

new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then remaining under this Franchise for the Franchise Area, unless a longer time period is required by that statute. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise Fee for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next calendar quarter and paid to the City at the same time as the fee for the Franchise Area is paid for that quarter.

SECTION 14. - *Location of Facilities and Equipment.* With the exception of components that are traditionally installed above ground such as fire hydrants, blow offs, vault lids, risers, pump stations, generators, electrical control panels, power meters, telephone connections, automated reading equipment and appurtenances, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's land use and zoning code and applicable development pre-approved plans.

SECTION 15. - *Record of Installations and Service.* With respect to excavations by District and the City within the Franchise Area, District and the City shall each comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law.

Upon written request of the City, District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so

submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its improvements located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

As-built drawings of the location of any Facilities placed by District in the Franchise Area, shall be made available to the City within ten (10) working days of request.

SECTION 16. - Shared Use of Excavations.

A. District and the City shall exercise best efforts to coordinate construction work that either Party may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford

the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations, ordinances or District policies prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made;

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

SECTION 17. - *Insurance.* District shall maintain in full force and effect throughout the term of this Franchise, a minimum of Two Million Dollars (\$2,000,000.00) liability insurance for property damage and bodily injury. In satisfying the insurance requirement set forth in this Section, District may self-insure against such risks in such amounts as are consistent with good utility practice. Upon request, the District shall provide the City with sufficient written evidence, as determined by the City in its reasonable discretion, that such insurance (or self-insurance) is being so maintained by District. Such written evidence shall include, to the extent available from District's insurance carrier, a written certificate of insurance with respect to any insurance maintained by District in compliance with this Section.

SECTION 18. - *Abandonment and/or Removal of District Facilities.* The Parties agree that the standard practice will be to abandon

underground District Facilities in-place whenever practical, subject to the following conditions:

(1) The District shall continue to own and be responsible for any such facilities abandoned within the Franchise Area.

(2) The City shall have the right to require the District to remove any Facilities abandoned within the Franchise Area if the City reasonably determines the removal of the abandoned Facility is required to facilitate the construction or installation of a City project within the Franchise Area and the City determines there is no other reasonable or feasible alternative to the removal of the Facility. The City will make reasonable efforts to avoid conflicts with abandoned Facilities whenever possible, however, whenever a conflict cannot be resolved except by removal from the right-of-way of previously abandoned District Facilities, then the District shall, at the District's expense, remove such abandoned Facilities by their own forces or by participating in the City's public works project. When necessary, removal of abandoned Facilities shall be limited to the area of direct conflict. In removing such material, the District shall conform to all local, state, and federal regulations applicable to asbestos abatement, when applicable.

(3) Within ten working days (10) of the District's permanent cessation of use of any of its Facilities as determined by the District, or any portion thereof, the District shall provide the City with as-built record drawings showing the location of the Facilities to be abandoned. If the facilities to be abandoned include asbestos pipe, the District will, in good faith, use its best efforts to provide as-built drawings locating the asbestos pipe or, if unable to provide as-built drawings, will provide the most complete and accurate drawings the District can make available to provide adequate notice of the location of all abandoned asbestos pipe.

(4) District Facilities that are abandoned in-place shall be abandoned pursuant to City Standards, to the satisfaction of the Public Works Director.

(5) The Parties expressly agree that this section shall survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

SECTION 19. - *Vacation of Franchise Area.* If the City determines to vacate any right-of-way which is part of the Franchise Area where District Facilities are located or maintained, any ordinance vacating such right-of-way shall provide and condition such vacation on the District obtaining, at no cost to the District, a permanent easement at least fifteen (15) feet wide in such vacated right-of-way for the construction, operation, maintenance, repair and replacement of its Facilities located and to be located in such vacated right-of-way.

SECTION 20. *Assignment.* All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 water-sewer district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

SECTION 21. - *Notice.* Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party

(collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City:

City Clerk
City of Kent
220 Fourth Avenue South
Kent, WA 98032
Phone: (253) 856-5700
Fax: (253) 856-6700

To District :

General Manager
King County Water District No. 111
27224 144th S.E.
Kent, WA 98042
Phone: (253) 631-3770
Fax: (253) 631-8072

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this Section to the other Party.

SECTION 22. - *Non-Waiver.* The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

SECTION 23. - *Alternate Dispute Resolution.* If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

SECTION 24. - *Governing Law/Venue.* This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall only be filed in King County Superior Court, King County, Washington.

SECTION 25. - *Entire Agreement.* This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof. This Franchise shall supersede, rescind and cancel any prior franchise granted by the City to the District, including such franchise granted by City Ordinance No. 3447.

SECTION 26. - *Amendment.* This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in

accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 7 "Indemnity" above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with Subsections (1) and (2) referenced immediately above, the provisions of this Franchise shall control.

SECTION 27. - Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District as set forth in this ordinance. The District shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District by this ordinance and file with the City Clerk the executed statement of Acceptance of Franchise, attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 28. - *District Acceptance of Franchise.* District shall have no rights under this Franchise nor shall District be bound by the terms and conditions of this Franchise unless District shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

SECTION 29. - *Effective Date of Franchise.* The terms and conditions of this ordinance shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of this ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective Date") of the Franchise.

SECTION 30. - *Severability.* If any one or more section, subsection, or sentence of this franchise is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this franchise and the same shall remain in full force and effect.

SECTION 31. - *Corrections by City Clerk or Code Reviser.* Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

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SECTION 32. - *Effective Date of Ordinance.* This ordinance shall take effect and be in force five (5) days after its publication, as provided by law.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

PASSED: _____ day of _____, 2017.

APPROVED: _____ day of _____, 2017.

PUBLISHED: _____ day of _____, 2017.

I hereby certify that this is a true copy of Ordinance No. _____ passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

_____(SEAL)
KIMBERLEY A. KOMOTO, CITY CLERK

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of King County Water District No. 111 (District) hereby declares on the District's behalf the District's acceptance of the nonexclusive franchise to King County Water District No. 111 approved by the City of Kent City Council on _____, _____, 2017, by the adoption of City of Kent Ordinance No. _____.

DATED this _____ day of _____, 2017.

King County Water District No. 111

By: _____
Its: _____



TO: City Council

DATE: March 21, 2017

SUBJECT: Ordinance Amending Chapter 9.38 of the Kent City Code "Parking" – Adopt

MOTION: Adopt Ordinance No. _____ amending various sections within Chapter 9.38 of the Kent City Code to address parking in the City of Kent.

SUMMARY: This ordinance amends various sections within Chapter 9.38 of the Kent City Code to address parking within the City of Kent, particularly those parking lots and garages that serve City buildings and parks, including those located near the City Hall campus. The ordinance also grants general authority to the Mayor to designate, assign, and authorize parking within these locations, including the authority to issue permits and passes that exempt holders from some parking limitations, including time limits.

If this ordinance is adopted, the Mayor intends to implement a policy in substantially the same form as the enclosed draft, which expressly grants and delegates to the Parks Facilities Superintendent the authority to assign and designate parking within City parking lots and garages. Among other things, this policy reserves the City Hall parking lot and portions of the first floor of the Centennial Center parking garage, during the hours of 9 a.m. – 6 p.m., Monday through Friday, for use by those visiting the City Hall campus to conduct City business or take part in City activities. The policy also gives the Facilities Superintendent flexibility to designate, assign, and restrict parking as necessary, and to create a system of permits to assist in regulating parking.

The ordinance and policy have become necessary due to the increased difficulty of finding parking in and around the City Hall campus during regular business hours. Due to growth in the downtown area, a number of parking spots within the City Hall lot and the Centennial Parking garage are being used by visitors to downtown businesses. This non-City business use makes finding parking difficult in the immediate area for those who are conducting business at the City, as well as City employees.

EXHIBITS: 1) Ordinance
2) Draft Personnel Policy 7.22

RECOMMENDED BY: Operations Committee

YEA: Ralph, Boyce, Thomas **NAY:**

BUDGET IMPACT: N/A

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ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Kent, Washington, amending various sections within Chapter 9.38 of the Kent City Code to address parking within the City of Kent, particularly parking adjacent to municipal facilities, including those located near the City Hall campus.

RECITALS

A. Parking regulations within the City of Kent are codified in Chapter 9.38 of the Kent City Code ("KCC"). These regulations include provisions that prohibit parking in some locations and impose time limits on parking in other locations. Chapter 9.38 KCC also authorizes the facilities manager to issue permits to the Mayor, Councilmembers, and other City staff, which exempt the holder from some of the chapter's parking restrictions.

B. This ordinance amends portions of Chapter 9.38 KCC to clarify and revise a number of parking provisions concerning the City's municipal parking facilities. This ordinance also grants general authority to the Mayor or the Mayor's designee to designate, assign, restrict, and authorize parking within all municipal parking facilities, including the authority to issue permits, passes, or other exceptions necessary to regulate parking.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. - *Amendment – New KCC 9.38.055.* Chapter 9.38 of the Kent City Code, entitled “Parking,” is amended to add a new section 9.38.055, entitled “Parking in City Hall parking lot and Centennial Center parking garage” as follows:

Sec. 9.38.055. Parking in City Hall parking lot and Centennial Center parking garage. Except as provided for under KCC 9.38.070 and KCC 9.38.170, it is illegal to park a vehicle in the parking lot between City Hall and the Centennial Center, or within the Centennial Center parking garage, in violation of this section.

A. *No general public parking during business hours.* Monday through Friday, between the hours of 9 a.m. and 6:00 p.m., the parking lot between City Hall and the Centennial Center, and the first floor of the Centennial Center parking garage, are reserved for use by individuals who visit the City Hall campus to attend a City-sponsored event at City Hall, the Centennial Center, or the Kent Police Department; to conduct business at City Hall, the Centennial Center, or the Kent Police Department; or to otherwise make use of the amenities or services offered at City Hall, the Centennial Center, or the Kent Police Department. Such visitors may park within the City Hall parking lot, or within those spaces on the first floor of the Centennial Center parking garage that are marked or otherwise designated as available for use by visitors, and as limited in time or otherwise restricted by this chapter and official signs or markings. During such business hours, these parking facilities are not otherwise open for use by the general public. Visitors may not park vehicles in any parking space that is marked or otherwise designated for use by City employees or reserved for City vehicles.

B. *Reserved parking.* The second and third floors of the Centennial Center parking garage, including the ramps leading to and from each floor, are reserved exclusively for use by authorized City employees or to park City vehicles as determined appropriate by the Mayor or designee. These parking facilities are not otherwise open for use by the general public or visitors to the City Hall campus.

C. *Penalty.* Any violation of the provisions of this section shall be an infraction punishable by a monetary penalty of fifty dollars (\$50). Vehicles parked in violation of this section may be towed and impounded as provided by law.

SECTION 2. – *Amendment – Revise KCC 9.38.060.* Section 9.38.060 of the Kent City Code, entitled “Two (2) hour parking zones,” is amended as follows:

Sec. 9.38.060. Two (2) hour parking zones.

A. *Two hour parking limit.* Except as provided for under KCC 9.38.070 and ~~permits issued by the city facilities manager under KCC 9.38.170,~~ at such times as the director of public works or designee shall place the appropriate sign, or the facilities superintendent for municipal parking facilities, it shall be illegal to park any motor or other vehicle for an uninterrupted period in excess of two ~~(2)~~ hours between the hours of 9:00 a.m. and 6:00 p.m. on either side of, unless otherwise indicated, the following streets, ~~public~~ parking lots, ~~public~~ parking garages, or portions thereof:

1. *Centennial Parking Garage:* that portion of the first floor as posted or otherwise marked. A vehicle that displays a valid disabled parking placard or disabled license plate is exempt from the two hour limitation.

2. *City Hall parking lot between City Hall and the Centennial Building:* all parking stalls unless otherwise posted or marked. A vehicle

that displays a valid disabled parking placard or disabled license plate is exempt from the two hour limitation.

3. *East Pioneer Street*: from Central Avenue North easterly approximately one hundred fifty (150) feet to the alley east of Central Avenue North, south side only.

4. *First Avenue North and First Avenue South*: from a point two hundred (200) feet north of West Meeker Street to West Titus Street.

5. *Railroad Avenue North and Railroad Avenue South*: from East James Street to East Smith Street, east side only; and from East Smith Street to East Gowe Street.

6. *Ramsay Way*: from two hundred thirty (230) feet east of 4th Avenue North to three hundred fifty (350) feet east of 4th Avenue North.

7. *Ramsay Way*: from four hundred forty (440) feet east of 4th Avenue North to five hundred twenty (520) feet east of 4th Avenue North, south side only.

8. *Ramsay Way*: from four hundred eighty (480) feet east of 4th Avenue North to five hundred twenty (520) feet east of 4th Avenue North, north side only.

9. *Ramsay Way*: from thirty (30) feet north of West Temperance Street to one hundred fifty (150) feet north of West Temperance Street.

10. *Second Avenue North and Second Avenue South*: from West Harrison Street to West Titus Street.

11. *State Avenue North and State Avenue South*: from East Smith Street to East Gowe Street.

12. *West Gowe Street and East Gowe Street*: from Fourth Avenue South to Central Avenue South.

13. *West Meeker Street and East Meeker Street*: from Fourth Avenue to State Avenue.

14. *West Harrison Street*: from Fourth Avenue North to Second Avenue North.

15. *West Titus Street*: from Second Avenue South to First Avenue South, north side only.

Provided, that this section shall not apply on Sundays or holidays.

B. Penalty. Any violation of the provisions of this section shall be an infraction punishable by a monetary penalty of thirty dollars (\$30). Vehicles parked in violation of this section ~~may be~~ are subject to towed and impounded as provided by law.

SECTION 3. – Amendment – Revise KCC 9.38.065. Section 9.38.065 of the Kent City Code, entitled “Four (4) hour parking zones,” is amended as follows:

Sec. 9.38.065. Four (4) hour parking zones.

A. Four hour parking limit. Except as provided for under KCC 9.38.070 and ~~permits issued by the city facilities manager under~~ KCC 9.38.170, at such times as the director of public works or designee shall place the appropriate sign, it shall be illegal to park any motor or other vehicle for an uninterrupted period in excess of four (4) hours between the hours of 9:00 a.m. and 6:00 p.m. on either side of, unless otherwise indicated, the following streets, public parking lots, public parking garages, or portions thereof:

1. *Railroad Avenue North and Railroad Avenue South*: from East Smith Street to East Gowe Street.

Provided, that this section shall not apply on Sundays or holidays.

B. Penalty. Any violation of the provisions of this section shall be an infraction punishable by a monetary penalty of thirty dollars (\$30). Vehicles parked in violation of this section ~~may be~~ are subject to towed or impounded as provided by law.

SECTION 4. – Amendment – Revise KCC 9.38.160. Section 9.38.160 of the Kent City Code, entitled “Municipal parking facilities regulated - Penalty,” is hereby amended as follows:

Sec. 9.38.160. Municipal parking facilities regulated – Penalty.

~~A. — Parking shall be permitted at municipal parking facilities only in designated parking areas, in the manner provided by law, and as limited in time or otherwise restricted by official signs, including parking permits issued by the city facilities manager pursuant to KCC 9.38.170.~~

~~AB. Municipal parking facilities—Definition. Municipal parking facilities for the purposes of this section means any the public adjacent parking lot area or parking garage that servesing the following a municipal facilitiesy. Such facilities include: Kent City Hall, the Centennial Center, Kent Municipal Court, Kent Corrections Facility, , but are not limited to, the city Kent eCommons, Riverbend Golf Complexcity golf facility, city sKent Senior eCenter, the parks department’s maintenance shop facility, the public works department’s operations shop facility, and all parks or recreation facilities owned or operated by the city., city shops, City Hall, the Centennial Parking Garage and adjacent parking areas, the corrections facility, and those public lots between Smith and Harrison Streets and Second Avenue and Fourth Avenue, Gowe and Titus Streets and Second Avenue and Third Avenue, and the southeast corner of Second Avenue and Titus Street.~~

~~B. Municipal parking facilities—Reserved exclusively for users of municipal facility. Except as otherwise provided by RCW 9.38.055, those parking lots or parking garages that are connected or adjacent to a municipal facility are reserved exclusively for use by individuals who are visiting the municipal facility during its regular hours of operation to attend a City-sponsored event, to conduct business with the City, or to otherwise~~

make use of the amenities or services offered by the municipal facility. Such visitors may park within those spaces that are marked or otherwise designated as available for use by visitors, and as limited in time or otherwise restricted by the Mayor or designee through official signs or markings. During a municipal facility's regular hours of operation, its parking lot is not otherwise open for use by the general public. Visitors may not park vehicles in any parking space within the municipal parking facility that is marked or otherwise designated for use by City employees, for City vehicles, or for other reserved uses or vehicles. It is illegal for a vehicle to be parked in violation of this section.

C. *Public parking facilities.* A public parking lot is available for general use by the public in downtown Kent, which is located adjacent to Titus Street and between Second Avenue and First Avenue, as limited in time or otherwise restricted by official signs or markings.

D€. *Penalty.* Any violation of this section shall be an infraction and punishable by a monetary penalty of fifty dollars (\$50). Vehicles parked in violation of this section may be towed and impounded ~~are subject to impoundment~~ as provided by law.

SECTION 5. - *Amendment – Revise KCC 9.38.170.* Section 9.38.170 of the Kent City Code, entitled "Parking Permits," is hereby amended as follows:

Sec. 9.38.170. Parking permits and passes or exemptions.

A. *Authority to create and issue—Mayor or designee.* The Mayor or designee may designate, assign, restrict, and authorize parking within all municipal parking facilities. This authority specifically includes the ability to regulate parking through the issuance of parking permits or parking passes that either authorize the bearer to park in a particular place or area, or exempt the bearer from some or all of the parking limitations

imposed by this chapter, including the time limitations imposed under KCC 9.38.060 and KCC 9.38.065.

B. *Form of permits and passes.* Permits or passes may be in any form the Mayor or designee determines to be appropriate and conspicuous. The city council finds that it is necessary to have a system of special parking permits to be administered by the city facilities manager which authorizes council members and the mayor to utilize existing two (2) hour parking zones and fifteen (15) minute parking zones at or near the City Hall and other city facilities during regular business hours between 9:00 a.m. until 6:00 p.m. necessary for the attendance of such officials at meetings and official business with the city. The city facilities manager is authorized to issue parking permits for city council members and the mayor on forms, cards, or stickers as he or she determines to be appropriate and conspicuous. Such permits or passes should shall contain a rendition of the city's corporate seal or official logo, the signature of the issuer, or some other means of authentication to identifying the bearerholder thereof as a person who is an authorized to park in the applicable location, or as a person who is user and member of the city council or the mayor and to be exempt from one or more of the parking restrictions established under this chapter, excluding disabled parking stalls. For any permit or pass to be valid, it must be displayed at all times while the vehicle is parked within the applicable location. If the permit or pass is not displayed, any permission or exemption the permit or pass conveys is ineffective and no infraction shall be dismissed on such basis. Such permits authorize unlimited parking for official business at two (2) hour parking zones provided under KCC 9.38.060 for Meeker Street and Gowe Street, and for all municipal parking facilities identified under KCC 9.38.160. Any permits issued by the facilities manager under this section shall be signed by the facilities manager and issued for such periods as he or she deems appropriate.

B. Exception to permit or pass requirement—Police or government vehicles. ~~The city facilities manager is authorized to issue parking permits for city corrections facility employees, Aukeen District Court employees, King County probation office employees, and prosecutors whose municipalities use Aukeen District Court on forms, cards, or stickers as he or she determines to be appropriate and conspicuous. Marked police vehicles and other police or government vehicles displaying exempt license plates are exempt from the parking and time restrictions imposed by KCC 9.38.060, KCC 9.38.065, and KCC 9.38.160, may use the parking lot without the necessity of a permit or pass. being issued a permit. Such permits authorize unlimited parking for city or district court business at the lot southeast of the corrections facility at 1230 South Central Street. The parking lot shall be for the exclusive use of individuals with these parking permits except for any legally designated handicapped parking. The permits shall be signed by the facilities manager and issued for such periods as he or she deems appropriate.~~

C. Residential parking zone manager. The residential parking zone manager, appointed pursuant to KCC 9.38.175(C), is authorized to issue temporary parking permits for the personal and business vehicles of city contractors, subcontractors, and their employees for use only while engaged in city contract work that requires such persons to be present in residential parking zones.

D. Human Resources Department—Commute Trip Reduction Program. ~~The city's director of Human Resources or designee may recommend the Mayor or designee issue carpool parking permits under the city's Commute Trip Reduction Program, which entitle the bearer to park a vehicle within designated carpool spaces on the first floor of the Centennial Center parking garage, which spaces are exempt from any time limitation otherwise imposed.~~

SECTION 6. – Amendment – Revise KCC 9.38.190. Section 9.38.190 of the Kent City Code, entitled “Penalty for violation of certain sections,” is hereby amended as follows:

Sec. 9.38.190. Penalty for violation of certain sections. Any violation of any section of this chapter for which no penalty is specifically provided shall be an infraction and punishable by a monetary penalty of fifty dollars (\$50). Vehicles parked in violation of this section are subject to impoundment as provided by law.

SECTION 7. – Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 8. – Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 9. – Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its passage, as provided by law.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

PASSED: _____ day of _____, 2017.

APPROVED: _____ day of _____, 2017.

PUBLISHED: _____ day of _____, 2017.

I hereby certify that this is a true copy of Ordinance No. _____
passed by the City Council of the City of Kent, Washington, and approved
by the Mayor of the City of Kent as hereon indicated.

_____(SEAL)
KIMBERLEY A. KOMOTO, CITY CLERK

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CITY OF KENT
PERSONNEL POLICY

NUMBER 7.22

EFFECTIVE DATE: _____

SUBJECT: PARKING AND PARKING PERMITS

SUPERSEDES: New

APPROVED: _____
Suzette Cooke, Mayor

POLICY:

Through the Kent City Code, Council has authorized the Mayor to designate, assign, restrict, and authorize parking within all municipal parking facilities. Through this policy, the Mayor delegates authority to the Facilities Superintendent, which delegation includes authority to issue and administer parking permits that exempt the permit holder from certain parking limitations. This policy explains staff responsibilities concerning parking within the City, particularly around the City Hall campus, and establishes guidelines to assist the Facilities Superintendent in administering parking permits. City employees violating this policy may be subject to discipline, and any vehicle parked in violation of the Kent City Code or this policy may be towed at the registered owner's expense.

7.22.1 DEFINITIONS

Facilities Superintendent: The term "Facilities Superintendent" refers to the employee appointed to the position of Facilities Superintendent by the Director of the City's Parks, Recreation, and Human Services Department, or the Superintendent's designee.

7.22.2 CITY HALL/CENTENNIAL CENTER PARKING LOT:

The parking lot between City Hall and the Centennial Center is reserved for use by visitors to the City Hall campus. Between the hours of 9 a.m. through 6 p.m., Monday through Friday, employees are not to park non-City vehicles within this parking lot. In accordance with KCC 9.38.060, this prohibition does not apply to an employee whose vehicle displays a valid disabled parking placard or disabled license plate. During this same time period, City vehicles should not be parked within this parking lot for longer than two hours. Any City vehicle that requires parking for longer than two hours should be parked within other areas authorized either by this policy or the Facilities Superintendent.

7.22.3 CENTENNIAL CENTER PARKING GARAGE:

- A. Third Floor—Employee Parking. During their workday, employees may park non-City vehicles on the third floor of the Centennial Center parking garage, including the ramp that leads from the second floor to the third floor. Employees may park non-City vehicles in other areas of the Centennial Center parking garage as the Facilities Superintendent may authorize through the issuance of an appropriate permit or the posting of a sign that declares the parking space open for general employee parking.
- B. Second Floor—City Vehicle Parking. The second floor of the Centennial Center parking garage, including the ramp that leads from the first floor to the second floor, is reserved exclusively for City vehicles, and department directors or other authorized members of the Mayor's Leadership Team. Parking spots within this designated area will be assigned by the Facilities Superintendent. Any unauthorized vehicle parked in violation of the Kent City Code or this policy is subject to immediate towing in accordance with state and local law.
- C. First Floor—Visitor and Carpool Parking. The first floor of the Centennial Center parking garage is generally reserved for use by visitors to the City Hall campus and carpoolers authorized through the City's Commute Trip Reduction program. The Facilities Superintendent may authorize, restrict, or designate other parking on the first floor of the parking garage, including without limitation employee or electric vehicle parking, through the issuance of an appropriate permit, or the posting of a sign or other marking that declares the purpose for which the parking space may be used. Any unauthorized vehicle parked in violation of this policy, or in a space marked and reserved for another use, is subject to immediate towing in accordance with state and local law.

City employees may not park non-City vehicles within parking spaces reserved exclusively for carpoolers, unless the employee possesses an authorized carpool permit. City employees also may not park non-City vehicles within parking spaces reserved for visitors or City vehicles, unless the employee possesses a parking permit that exempts the employee from this prohibition.

7.22.4 FACILITIES SUPERINTENDENT AUTHORITY

The Facilities Superintendent possesses all authority necessary to designate, assign, restrict, and authorize parking within all municipal parking facilities, and to issue permits exempting holders from the time limitations established by KCC 9.38.060 and KCC 9.38.065.

7.22.5 PARKING PERMITS

The Facilities Superintendent may create a system of permits that visually identifies for City officials and law enforcement where the holder of the permit is authorized to park within the City's municipal parking facilities. If a permit is issued to a City employee, for a particular non-City vehicle or for a City vehicle, the employee must display the permit on the vehicle at all times while the vehicle is parked within the parking facility. The permit must be displayed on the vehicle to which it was issued, and in the manner and location as the Facilities Superintendent may require.

Parking in violation of this policy or displaying an invalid permit may result in any or all of the following: discipline under Policy 2.11, issuance of a parking infraction by law enforcement under the Kent City Code, or towing of the improperly parked vehicle. A permit is invalid if it is displayed on a vehicle other than the vehicle to which it was issued, displayed by an employee other than the employee to whom it was issued, or displayed after the permit's noted expiration date.

The following are permits the Facilities Superintendent has or may issue under this policy. This list, however, is not intended to limit the discretion granted to the Facilities Superintendent, who may institute any permit system the Superintendent deems appropriate. All permits issued prior to the effective date of this policy will automatically expire on July 31, 2017, except any carpool permits previously issued through the City's Commute Trip Reduction Program:

- A. Employee Permit: This permit allows an employee, or an identified non-City vehicle, to park in those areas specifically designated and reserved for employee parking. This permit does not authorize parking within the City Hall parking lot, which is prohibited under Section 7.22.2 above.

If no specific employee designation is provided for within a particular municipal parking facility, the employee may park in any parking space generally made available to the public.

- B. CTR Carpool Permit: In addition to any designated employee parking area, this permit allows an employee to park in those areas specifically designated and reserved for carpool parking under the City's Commute Trip Reduction Program. This permit is issued by the Benefits Division of the City's Human Resources Department under Policy No. 4.0 in cooperation with the Facilities Superintendent. This permit does not authorize parking within the City Hall parking lot, which is prohibited under Section 7.22.2 above.
- C. Mayor/Council Permit: This permit allows the Mayor or a Councilmember to park in any municipal parking facility, including the City Hall parking lot, or on-street parking space, irrespective of any parking designation or time limitation assigned to the parking space. This exemption, however, specifically excludes those marked parking spaces that are reserved for the disabled who possess the required disabled parking placard, or those spaces reserved for carpool members under the City's Commute Trip Reduction Program.

- D. Director Permit: In addition to any designated employee parking areas, this permit allows department directors, or other authorized members of the Mayor's Leadership Team, to park in assigned parking spaces on the second floor of the Centennial Center parking garage. This permit does not authorize parking within the City Hall parking lot beyond the two (2) hour time limit provided for by KCC 9.38.060.
- E. Jail/Court/Attorney Permit: In addition to any designated employee parking areas, this permit allows authorized court, attorney, or jail personnel to park within any non-disabled or non-carpool parking space on the first floor of the Centennial Center parking garage, within the parking lot of the Kent Commons, or within the two-hour on-street parking spots located around the City Hall campus, irrespective of any time limitation attached to the parking space. However, this permit does not authorize parking in the City Hall parking lot beyond the two (2) hour time limit provided for by KCC 9.38.060.
- F. City Fleet Permit: This permit authorizes a City vehicle to be parked within those parking spaces that are specifically designated and reserved for City vehicles. This permit does not authorize parking within the City Hall parking lot beyond the two (2) hour time limit provided for by KCC 9.38.060.
- G. Temporary Permit: This permit authorizes a vehicle to be parked within any non-disabled or non-carpool parking space on the first floor of the Centennial Center parking garage, within the City Hall parking lot, or within the two-hour on-street parking spots located around the City Hall campus, irrespective of any time limitation attached to the parking space.

Upon staff request, the Facilities Superintendent may issue temporary permits to non-City officials or non-City employees for any reasonable purpose, including business that is being conducted at the City and expected to exceed two hours in duration. Upon the request of a department director, the Facilities Superintendent may issue a temporary permit to a City employee to authorize parking within the City Hall parking lot or the first floor of the Centennial Center parking garage to accommodate an employee's particular need, including without limitation an injury or disability.

A temporary permit must display an issuance date and an expiration date, and they are only valid for the time period inclusive of those dates.

All permits must be displayed as required by the Facilities Superintendent, which requirement may be stated on the permit itself.

7.22.6 VIOLATIONS

If an employee parks a vehicle in violation of this policy or Chapter 9.38 of the Kent City Code, the employee may be subject to any or all of the following:

- A. Discipline in accordance with Policy No. 2.11;

- B. A parking infraction under Chapter 9.38 KCC; and
- C. Towing and impoundment of the illegally parked vehicle.

7.22.7 COLLECTIVE BARGAINING AGREEMENTS/CIVIL SERVICE RULES:

Employees covered by collective bargaining agreements and/or civil service rules will be subject to the specific terms of those agreements and/or rules with respect to the subject of this policy. In the event the collective bargaining agreement and/or civil service rules do not address this policy subject, then employees shall be governed by this policy.

DRAFT

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TO: City Council

DATE: March 21, 2017

SUBJECT: Interlocal Agreement with King County for Animal Services – Authorize

MOTION: Authorize the Mayor to sign the Interlocal Agreement with King County for animal services beginning January 1, 2018 through December 31, 2022, on the condition that the total number of municipal participants does not decrease, subject to terms and conditions acceptable to the Finance Director and City Attorney.

SUMMARY: As part of the Regional Animal Services of King County Coalition (RASKC), the contracting cities are customers of the Animal Services Program provided by the county and are partners in making regional animal services work effectively. The term of the new Interlocal Agreement is five years and will take effect on January 1, 2018, and unless extended, will remain in effect until December 31, 2022. The contract calls for automatic renewal for a second five year term as long as certain conditions are met.

EXHIBITS: 2018 – 2022 Interlocal Agreement

RECOMMENDED BY: Operations Committee

YEA: Ralph, Thomas, Boyce **NAY:** N/A

BUDGET IMPACTS: 2018 Estimated Payment Calculation for the City of Kent is \$363,000 and is budgeted in the General Fund.

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2018 Regional Animal Services
Interlocal Agreement

This AGREEMENT is made and entered into effective as of this 1st day of January, 2018, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of _____, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, the City and the County are parties to a 2010 Animal Services Interlocal Agreement which, as extended, will terminate on December 31, 2017 (the "2010 Agreement"); and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided through December 31, 2017; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

- a. **“Agreement”** means this 2018 Animal Services Interlocal Agreement, including any and all Exhibits hereto. Unless the context clearly indicates otherwise, the term **“Agreement”** is intended to reference all 2018 Animal Services Interlocal Agreements by and between the County and other Contracting Cities.
- b. **“Animal Services”** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, **“Animal Services”** are sometimes referred to herein as the **“Program.”**
- c. **“Contracting Cities”** means all cities, including Latecomer Cities, that are parties to an Agreement.
- d. **“Contracting Parties”** means all Contracting Cities and the County.
- e. **“Control District”** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- f. **“Enhanced Control Services”** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the **“Enhanced Control Services Contract”**).
- g. **“Enhanced Licensing Support Services”** are additional Licensing Support Services that the City may purchase under certain terms and conditions as described in **Exhibit F** (**“Enhanced Licensing Support Services”**)
- h. **“Latecomer City”** means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 5.
- i. **“Parties”** means the City and the County.
- j. **“Service Year”** means the calendar year in which Animal Services are or were provided pursuant to this Agreement.

2. **Services Provided.** Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services on behalf of the City, consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Collaboration Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 10 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.

a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, appeal, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control provisions that differ from those of the County and of any amendments to the City Ordinance adopted subsequent to the effective date of this Agreement.

b. Authorization to Act on Behalf of City. Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:

i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.

- ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the City unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.
- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a monthly basis (no later than fifteen (15) calendar days from the end of each calendar month) or more frequently.
4. **Term.** This Agreement will take effect on January 1, 2018 and, unless extended pursuant to subparagraphs 4a or 4b, shall remain in effect until December 31, 2022.
- a. **Automatic Extension.** The Agreement shall automatically continue for a second five year term, until December 31, 2027, unless one or more of the Contracting Parties provide written notice by June 30, 2021, of their intent to opt out of a second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.

- b. **Contingent Extension.** If one or more Contracting Cities provides written notice to the County of its intent to opt out of a second term, the Agreement shall continue for a second five-year term, until December 31, 2027, if:
 - (i) the cost to any remaining party is not estimated to increase by more than ten percent, based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing party, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing City; and
 - (ii) no later than March 1, 2022, the remaining Parties agree in writing upon terms that substantially carry forward the cost and service levels in the initial term. If the Parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.
 - c. **Date References.** For purposes of construing date specific rights and responsibilities of the Parties upon extension of this Agreement for a second term, references in this Agreement to an initial term date shall mean a date that is five years later. This subsection is not intended to authorize more than one five-year extension period.
 - d. **Termination.** Any Contracting Party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021. The Agreement may not be terminated for convenience during either the first or second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.
5. **Latecomers.** The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause either a decrease in the level of services provided to the Cities by the County or an increase in the costs payable by the Cities to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."

6. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in Exhibit C, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 7 below and Exhibit D, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of payment-related notices and dates is included at Exhibit C-7):

- a. **Service Year 2018:** The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the County, on or before August 15, 2019, as described in this section.
- b. **Service Years after 2018.**
 - i. **Estimated Payment Determined by December 15.** The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
 - ii. **Estimated Payments Due August 15.** The City will pay the County the Estimated Payment Amount on or before each August 15.
 - iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 7.
 - iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-

payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 15.g.

c. **Payment Obligation Survives Expiration or Termination of Agreement.**

The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.

d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

7. Reconciliation of Estimated Payments and Revenues.

a. In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on

or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

- b. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement.. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Collaboration Committee on any proposals to generate new revenue.
- c. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS (or other animal services provider,) shelter service, Enhanced Control Service, and Enhanced Licensing Support Service, if applicable), they will be reinvested in the Program to reduce the County's costs of the system that are not included in the allocation to cities and to improve service delivery.

8. Enhanced Licensing Revenue Support Services

- a. A City may request licensing revenue support from the County during the term of this Agreement by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such enhanced licensing support service will be provided are further described at **Exhibit F**. Provision of enhanced licensing support service during the term of this agreement is *subject to* the County determining it has capacity to provide such services. Provision of enhanced licensing support services is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
- b. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
- c. The County has the option to implement licensing support services for cities receiving transition and shelter credits.

9. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

10. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in

said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. **Dispute Resolution.** Whenever any dispute arising among any of the Parties to this Agreement is not resolved by routine meetings or communications, the disputing Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

12. Joint City-County Collaboration Committee. A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenues, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both County and City members of the Joint City-County Collaboration Committee. Recommendations of the Joint City-County Collaboration Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- a. Services provided (as described in Section 2 of this agreement); Control Services; Shelter Services and Licensing Services;
- b. RASKC Revenues and Costs, including any future proposals for significant revenues to support RASKC.

13. Reporting. The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Collaboration Committee.

14. Amendments. Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

15. General Provisions.

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other in procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be

delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
 Caroline.whalen@kingcounty.gov
 King County Dept. of Executive Services
 401 Fifth Avenue, Suite 135
 Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

16. Administration. This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of January 1, 2018.

King County

City of _____

Dow Constantine
King County Executive

City Manager/Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

List of Exhibits

Exhibit A: Animal Services Description

Exhibit B: Control Service District Map Description

Exhibit B-1: Map of Control Service District

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Pre-Commitment Estimated 2018 Payment (*showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term*)

Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2018 Payment

Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2018

Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit

Exhibit C-5: [Intentionally Omitted]

Exhibit C-6: Summary of Calculation Periods for Use and Population Components

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit F: Enhanced Licensing Support Contract (Optional)

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 each will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts (“host sites”) in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 - 1. Emergent animal bite,
 - 2. Emergent vicious dog,
 - 3. Emergent injured animal,
 - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
 - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall),

lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
 2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
 3. Trespass,
 4. Stray Dog/Cat/other animal confined,
 5. Barking Dog,
 6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner’s Dog/Cat/other animal confined.
- e. The Joint-City County Collaboration Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Collaboration Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit and/or Shelter Credit.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section.

Major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program). No major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated. Nor will any such capital project costs be allocated to the Contracting Cities during the term of this Agreement without prior agreement of the Contracting Cities.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
 - a. Dangerous animals will be confined as appropriate/necessary.
 - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
 3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), or other animal service providers the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood (or other animal service providers), shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS (shelter in Lynnwood (or other animal service providers)for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, (or other animal service providers)and the County will refer residents of that City to PAWS (or other animal service providers) for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS (or other animal service providers) on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
 4. **County Contract with PAWS, or other animal service providers.** Nothing in this Agreement is intended to preclude the County from contracting with other entities to care for animals taken in by the County.
 5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Collaboration Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

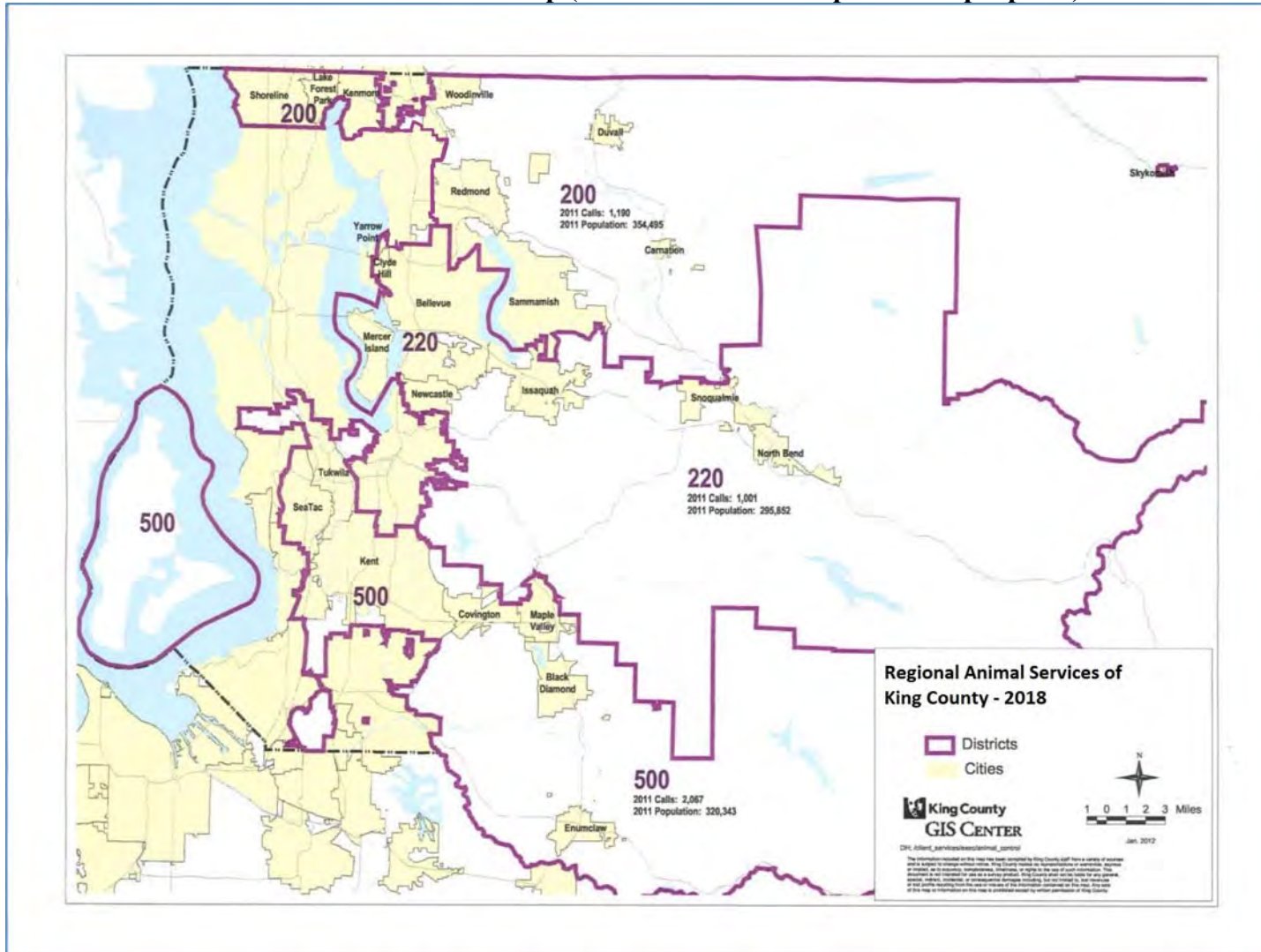
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

**Exhibit B-1
RASKC Control District Map (* 3 Districts are for operational purposes)**



***Note: 3 districts are for operational purposes; cost allocation is calculated combining all districts into one)**

Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of one (1) year of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions below, an initial cost allocation is made for the Service Year (example 2018) based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**.

Based on the calculation process described in **Parts 1 and 2**, an “Estimated Payment” amount owed by each City for each Service Year is determined. Each Estimated Payment covers one (1) year of service. Payment for service is made by each City every August 15.

Part 1: Service Year Cost Allocation Process

- Control Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the number of calls for service attributable to each Contracting Party. Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS (or other animal service providers) will pay only a population-based charge.
- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

Part 2: Revenue and Other Adjustments to the Cost Allocation.

In 2018 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods). Historical actual data shall be derived from the most recent complete

year, or the most recent December – November actual, whichever is more, unless otherwise approved by the Joint City County Collaboration Committee.

- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2022) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (adjusted annually as indicated in Exhibit C-4, payable annually through 2022,). The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement. Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- All Contracting Cities may request Enhanced Licensing Support Services by executing a separate Enhanced Licensing Support Acknowledgement form with the County (**Exhibit F**). This support is subject to availability of County staff.
- In each Service Year subsequent to 2018, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap. The Annual Budget Inflation Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction’s licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated to offset the County’s costs not included in the cost allocation model *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS (or other animal service provider); net costs includes consideration of the amounts paid by such City to PAWS (or other animal service provider); and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, and/or purchasing Enhanced Licensing Support Services per Exhibit F , net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Each Service Year .

$$EP = [(EC + ES + EL) - (ELR + TC + SC)]$$

Where:

“EP” is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

“EC” or “Estimated Control Services Cost” is the City’s estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving “EC.”*

“ES” or “Estimated Shelter Services Cost” is the City’s estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving “ES.”*

“EL” or “Estimated Licensing Services Cost” is the City’s estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving “EL.”*

“ELR” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2018, ELR is based on the amount of revenue from each type of active license issued to City residents in 2016, or December 2015-November 2016, whichever is more (the “Calculation Period”). **Exhibit C-2** shows a preliminary estimate of 2016 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2019. Additional factors for Estimated Licensing Revenue:

For Contracting Cities that have executed an Enhanced Licensing Support Acknowledgement form per **Exhibit F**, **ER** is increased by adding the estimated net amount of revenue, if any, estimated to be derived as a result of enhanced licensing support provided to the City (the “Licensing Revenue Target” or “**RT**” less the estimated enhanced licensing support cost); this amount is shown in the column captioned “Estimated Revenue from Enhanced Licensing Support” on **Exhibit C-1**).

License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ELR as compared to Total Licensing Revenue.

Notwithstanding the foregoing, **“ELR”** may be based on an *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Collaboration Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Collaboration Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City-County Collaboration Committee meeting in which Licensing Revenue estimates are presented in preparation for the December 15 Estimated Payment Calculation notification), it shall be used in developing the December 15 Final Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment.

“TC” is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“SC” is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“**B**” is the “**Budgeted Total Net Allocable Costs**” estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Enhanced Licensing Support Services (described in **Section 7**). A preliminary calculation (by service area — Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2018 Payments is set forth in **Exhibit C-3**.

“**Total Licensing Revenue**” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees, refunds and rebates. With respect to each Contracting Party, the amount of “**Licensing Revenue**” is the revenue generated by the sale of pet licenses to residents of the jurisdiction, excluding late fees, refunds and rebates. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

“**Total Non-Licensing Revenue**” means all revenue from fines, forfeitures, and all other fees and charges imposed by the County's Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Designated Donations, grants, or** entrepreneurial activities.

“**Designated Donations**” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“**Enhanced Licensing Support Services**” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7** and **Exhibit F**.

“**Annual Budget Inflator Cap**” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to

individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflation Cap.

“**Service Year**” is the calendar year in which Animal Services are/were provided.

“**Calculation Period**” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for the Service Years.

“**Population**” with respect to any Contracting Party for Service Year 2018 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July, reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2017 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2018 is provided on December 15, 2017, the population numbers used will be from the OFM report issued in July 2017 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 1, 2017 and December 31, 2018. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment EP for Service Year 2018 assuming that the County and all Cities that have expressed interest in signing this Agreement as of December 31, 2016, do in fact approve and sign the Agreement.

Component Calculation Formulas (used in each Service Year):

Estimated Control (EC) Services Costs is calculated as follows:

$$EC = ((C \times .8) \times ACFS) + ((C \times .2] \times Pop\%)$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Control Services Cost is \$1,979,509., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payment for 2018 and each Service Year.

“ACFS” is the total Average annual number of Calls for Service during the Calculation Period for the Service Year for Control Services originating within the City *expressed as a percentage* of the ACFS for all Contract Parties.. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment for each Service Year, the Calculation Period for CFS is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year. **Exhibit C-2** shows a preliminary estimate of **CFS for 2014-2016**, used to determine the Pre-Commitment Estimated 2018 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2017.

“Pop%” is the Population of the City or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

Estimated Shelter (ES) cost for each Service Year is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, (or other animal service provider), then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage (“A” as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop\%)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop\%) + (S \times .8 \times AA)$$

Where:

“S” is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Shelter Services Cost is \$2,960,088., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and for each Service Year.

“Pop%” is the population of the City, or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

“AA” is the animal intakes that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City, averaged during the Calculation Period and *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for “AA” is the rolling annual average based on the most recently completed three (3) calendar years (for example 2014-2016 for Service Year 2018)(actual usage). **Exhibit C-2** shows a preliminary estimate of “A” for 2014-2016 used to determine the Pre-Commitment Estimated 2018 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2017.

Estimated Licensing (EL) cost for each Service Year is calculated as follows:

$$\text{EL} = (\text{L} \times .2 \times \text{Pop}\%) + (\text{L} \times .8 \times \text{ALI})$$

Where:

“**L**” is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year . For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Licensing Cost is \$686,512., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and each Service Year.

“**Pop%**” is the Population of the City expressed as a percentage of the population of all Contracting Parties.

“**ALI**” (Average Licenses Issued) is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for “**ALI**” is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year.. **Exhibit C-2** shows a preliminary estimate of “**ALI**” to be used for calculating the Pre-Commitment Estimated 2018 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2017.

Regional Animal Services of King County -DRAFT C-1

2018 Estimated Payment Calculation (Draft)

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Enhanced Licensing Net Revenue (est'd)	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	la	lb	lc	a+b+c = ld					
Beaux Arts	\$ 447	\$ 188	\$ 281	\$ 917	\$ 51,271	\$ 354	\$ -	\$ 354	
Bellevue	\$ 165,398	\$ 186,770	\$ 95,183	\$ 447,350	\$ 537,682	\$ (73,668)	\$ -	\$ (73,668)	
Black Diamond	\$ 9,188	\$ 18,017	\$ 4,031	\$ 31,236	\$ 515,765	\$ (15,471)	\$ 5,816	\$ (9,655)	
Carnation	\$ 4,628	\$ 4,837	\$ 1,743	\$ 11,207	\$ 57,999	\$ (3,208)	\$ 552	\$ (2,656)	
Clyde Hill	\$ 3,210	\$ 2,534	\$ 1,996	\$ 7,741	\$ 57,448	\$ (293)	\$ -	\$ (293)	
Covington	\$ 61,463	\$ 109,188	\$ 17,754	\$ 188,385	\$ 88,655	\$ (99,730)	\$ 52,621	\$ (47,109)	
Duwall	\$ 13,708	\$ 11,401	\$ 6,125	\$ 31,233	\$ 525,031	\$ (6,202)	\$ -	\$ (6,202)	
Enumclaw	\$ 41,052	\$ 51,268	\$ 10,293	\$ 102,614	\$ 545,077	\$ (57,537)	\$ 26,546	\$ (30,991)	
Issaquah	\$ 63,302	\$ 40,710	\$ 19,444	\$ 123,455	\$ 572,357	\$ (51,098)	\$ -	\$ (51,098)	
Kenmore	\$ 47,880	\$ 14,016	\$ 19,017	\$ 80,913	\$ 590,879	\$ 9,966	\$ -	\$ 9,966	
Kent	\$ 328,893	\$ 860,393	\$ 77,478	\$ 1,266,764	\$ 535,270	\$ (910,484)	\$ 547,583	\$ (362,911)	
Lake Forest Park	\$ 24,688	\$ 8,126	\$ 11,372	\$ 44,185	\$ 544,144	\$ (41)	\$ -	\$ (41)	
Maple Valley	\$ 61,112	\$ 71,308	\$ 21,307	\$ 153,727	\$ 594,772	\$ (58,955)	\$ 6,027	\$ (52,928)	
Mercer Island	\$ 21,488	\$ 22,208	\$ 14,911	\$ 58,607	\$ 55,155	\$ (2,452)	\$ -	\$ (2,452)	
Newcastle	\$ 20,060	\$ 14,315	\$ 7,770	\$ 42,144	\$ 534,419	\$ (7,725)	\$ -	\$ (7,725)	
North Bend	\$ 13,348	\$ 15,151	\$ 6,363	\$ 34,863	\$ 524,262	\$ (10,601)	\$ 1,376	\$ (9,225)	
Redmond	\$ 67,148	\$ 70,494	\$ 34,638	\$ 172,280	\$ 5128,550	\$ (43,730)	\$ -	\$ (43,730)	
Sammamish	\$ 648,70	\$ 59,289	\$ 40,364	\$ 164,524	\$ 515,757	\$ (7,767)	\$ -	\$ (7,767)	
SeaTac	\$ 91,581	\$ 237,977	\$ 13,430	\$ 342,989	\$ 543,288	\$ (299,701)	\$ 146,076	\$ (153,625)	
Shoreline	\$ 111,659	\$ 34,532	\$ 38,389	\$ 184,580	\$ 5143,418	\$ (41,162)	\$ -	\$ (41,162)	
Snoqualmie	\$ 18,983	\$ 20,483	\$ 8,319	\$ 47,786	\$ 532,462	\$ (15,324)	\$ -	\$ (15,324)	
Tukwila	\$ 68,213	\$ 177,656	\$ 9,487	\$ 255,356	\$ 532,550	\$ (222,806)	\$ 112,017	\$ (110,789)	
Woodinville	\$ 18,015	\$ 7,266	\$ 8,119	\$ 33,400	\$ 532,487	\$ (913)	\$ -	\$ (913)	
Yarrow Pt	\$ 1,079	\$ 653	\$ 734	\$ 2,465	\$ 52,719	\$ 254	\$ -	\$ 254	
Unincorp. King County	\$ 658,097	\$ 921,327	\$ 217,965	\$ 1,797,389	\$ 860,267	\$ (937,122)	\$ -	\$ (937,122)	
Total	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109	\$ 2,770,684	\$ (2,855,425)	\$ 898,614	\$ (1,956,811)	

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,121,959	\$ 3,088,288	\$ 763,512	\$ 5,973,759
Budgeted Non-Licensing Revenue	\$ 142,450	\$ 128,200	\$ 77,000	\$ 347,650
Budgeted New Regional Revenue	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109

*Pet License assumption based on 2016 Actual (Preliminary)

Note: Estimated for Precommitment period based on most current data. 2018 Final Estimated Payment Calculation will be issued per the terms of the 2018 IIA

Regional Animal Services of King County
Draft 1-20-17

Exhibit C-2

Population, Calls for Service, Shelter Intakes, and Licenses Issued - Data by Jurisdiction -
Used to Derive the Precommitment 2018 Estimated Cost Allocation

Jurisdiction	2016 Population	Average Calls for Service 2014 -2016	Average Intakes 2014 - 2016	Average Licenses Issued 2014 - 2016
Beaux Arts	300	1	-	40
Bellevue	139,400	333	162	12,605
Black Diamond	4,305	23	25	573
Carnation	1,850	12	6	248
Clyde Hill	3,060	6	1	261
Covington	18,750	167	159	2,529
Duvall	7,425	33	11	849
Enumclaw	11,410	113	72	1,453
Issaquah	34,590	152	31	2,425
Kenmore	22,320	120	-	2,654
Kent	124,500	862	1,277	9,990
King County (Uninc'd)*	245,920	1,729	1,252	30,662
Lake Forest Park	12,940	60	-	1,597
Maple Valley	24,790	158	91	2,979
Mercer Island	23,660	36	12	1,930
Newcastle	11,090	48	12	1,036
North Bend	6,570	33	18	910
Redmond	60,560	130	53	4,346
Sammamish*	61,250	122	34	5,293
SeaTac	27,810	249	360	1,579
Shoreline	54,990	276	-	5,114
Snoqualmie	13,110	42	20	1,079
Tukwila	19,540	187	270	1,118
Woodinville	11,570	41	-	1,083
Yarrow Pt	1,040	2	-	98
Grand Total	942,750	4,935	3,866	92,451

Notes: 3-Year Average is rounded to nearest whole number. (2016 Source data based on preliminary usage count)

Final usage data (2014-2016) and population data for 2017 will be used to update and determine the Final 2018 Payment Calculation

Source: WA ST Office of Financial Management (population), Regional Animal Services of King County (usage)

*Usage adjusted for 2016 Klahanie Annexation

Regional Animal Services of King County
1-20-2017

Exhibit C-3

Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2018 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2018 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Control Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$161,969
2	Direct Service Field Staff Costs	\$799,269
3	Call Center Direct Service Staff Costs	\$268,415
4	Overtime, Duty, Shift Differential and Temp Costs	68,340
5	Facilities Costs	8,055
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$23,000
8	Medical Costs	\$50,000
9	Other Services	\$75,000
10	Transportation	\$200,981
11	Communications Costs	39,336
12	IT Costs and Services	\$126,625
13	Misc Direct Costs	\$90,536
14	General Fund Overhead Costs	47,140
15	Division Overhead Costs	\$121,798
16	Other Overhead Costs	23,995
	2018 Budgeted Total Allocable Control Services Cost	\$2,121,959
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$142,450
	2018 Budgeted Net Allocable Control Services Cost	\$1,979,509

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Shelter Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$242,954
2	Direct Service Shelter Staff Costs	\$1,349,896
3	Direct Service Clinic Staff Costs	\$311,401
4	Overtime, Duty, Shift Differential and Temp Costs	\$121,686
5	Facilities Costs	\$151,916
6	Office and Other Operational Supplies and Equipment	\$145,166
7	Printing, Publications, and Postage	\$11,000
8	Medical Costs	\$150,000
9	Other Services	122,500
10	Transportation	\$13,132
11	Communications Costs	\$1,200
12	IT Costs and Services	\$99,009
13	Misc Direct Costs	\$70,300
14	General Fund Overhead Costs	\$83,923
15	Division Overhead Costs	\$207,655
16	Other Overhead Costs	\$6,550
	2018 Budgeted Total Allocable Shelter Services Cost	\$3,088,288
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$128,200
	8	
	2018 Budgeted Net Allocable Shelter Services Cost	\$2,960,088

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal shelter operations vary by year but include costs such as shipping of food and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone and radio. Information technology direct costs include IT equipment replacement as well as direct services costs.
- 12 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 13 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .
- 14 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia fees.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Licensing Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$52,291
2	Direct Service Licensing Staff Costs	\$404,377
3	Overtime, Duty, Shift Differential and Temp Costs	\$7,742
4	Facilities Costs	\$14,000
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$81,700
7	Other Services	\$37,109
8	Communications Costs	\$2,000
9	IT Costs and Services	\$76,424
10	Misc Direct Costs	\$1,966
11	General Fund Overhead Costs	\$19,160
12	Division Overhead Costs	\$42,280
13	Other Overhead Costs	\$21,163
	2018 Budgeted Total Allocable Licensing Services Cost	\$763,512
14	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$77,000
	8	
	2018 Budgeted Net Allocable Licensing Services Cost	\$686,512

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.
- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .

- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4

Calculation and Allocation of Transition Funding Credit ("TC"), and Shelter Credit ("SC")

A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for each Service Year, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

During Reconciliation, if a City receiving Transition Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita average shelter intakes ("AA") exceed the average for all Contracting Parties. During the initial term of this Agreement, a total of \$750,000 will be applied as a credit in each Service Year to Contracting Cities whose per capita average shelter intakes ("AA") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never

result in the Estimated Payment amount being less than zero (\$) (i.e., cannot result in the County owing the City an Estimated Payment.) The Shelter Credit shall be calculated annually as part of the Final Estimated Payment Calculation provided prior to the Service year. The Shelter Credit shall be determined based on the City’s relative per capita three (3) year average of animal intakes (“AA”) in excess of the three (3) year average for all contracting parties for the same period. The County will consider providing the Shelter Credit in the second term at the same level as for the initial term.

Table 3: Shelter Credit Allocation—2018

Regional Animal Services of King County

Proposed Credit Distribution (3Yr Average Intakes) (2016 Population)

Jurisdiction	District	2016 Pop	Average Intake (2014-2016)	Intake per Capita	Difference between 3 Yr By-City Avg and 3 Yr City Average per Capita	Intake over the Per Capita By-City Avg.	Pro-Rate % of Jurisdiction per capita Intake over the average (Encl. KC)	Pro-Rate Allocation of Shelter Credit
Carnation	200	1,250	6.00	0.0032	(0.0005)	1		
Duwali	200	7,425	11.00	0.0015	(0.0024)	18		
Kennore	200	22,320	-	-	(0.0035)	96		
Kirkland*	200	84,680	52.00	0.0011	(0.0028)	234		
Lake Forest Pk	200	12,940	-	-	(0.0035)	50		
Redmond	200	60,560	53.00	0.0009	(0.0030)	180		
Sammamish	200	61,250	28.00	0.0005	(0.0034)	208		
Shoreline	200	54,950	-	-	(0.0035)	212		
Woodinville	200	11,570	-	-	(0.0035)	45		
Beaux Arts	220	300	-	-	(0.0035)	-		
Bellevue	220	139,400	162.00	0.0012	(0.0027)	375		
Clyde Hill	220	3,060	1.00	0.0003	(0.0035)	11		
Issaquah	220	34,550	31.00	0.0009	(0.0030)	102		
Mercer Island	220	23,690	12.00	0.0005	(0.0033)	79		
Newcastle	220	11,050	12.00	0.0011	(0.0028)	31		
North Bend	220	6,570	18.00	0.0027	(0.0011)	7		
Snoqualmie	220	13,110	20.00	0.0015	(0.0023)	30		
Yarrow Point	220	1,040	-	-	(0.0035)	4		
Kent	500	124,500	1,277.00	0.0103	0.0064	(798)	58.28%	\$ 437,056
SeaTac	500	27,810	360.00	0.0129	0.0091	(253)	18.48%	\$ 138,507
Tukwila	500	19,540	270.00	0.0138	0.0100	(195)	14.23%	\$ 106,736
Black Diamond	500	4,305	25.00	0.0058	0.0020	(8)	0.62%	\$ 4,515
Coungton	500	18,750	159.00	0.0085	0.0046	(87)	6.34%	\$ 47,566
Enumclaw	500	11,410	72.00	0.0063	0.0025	(25)	2.05%	\$ 15,377
Maple Valley	500	24,750	91.00	0.0037	(0.0002)	4		\$ -
King City Unincorp*	All	245,520	1,257.00	0.0051	0.0013	(310)		
Total		1,027,480	8,867	0.0086	0	(1,358)	100%	\$ 750,000
Average:	System Per Capita Average (Intakes/Population)		0.00395				Credit to be applied:	750,000

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway. System average is calculated by dividing the sum of each jurisdiction's annual average intakes over a rolling three-year period divided by the total population.

*Unincorporated King County intakes include non-RAS intakes.

Regional Animal Services of King County
1/28/2017

During Reconciliation, if a City receiving Shelter Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City’s net final cost until the Net Final Cost is zero.

Exhibit C-5:

[Intentionally Omitted]

Exhibit C-6:

Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

ELR is Estimated Licensing Revenue attributable to the City

ACFS (Average Calls for Service) is the rolling three (3) year average number of Calls for Service originating in the City

AA (Average Animals) is the rolling three (3) year average number of animals in the shelter attributable to the City

ALI (Average Licenses Issued) is the Rolling three (3) year average number of active paid regular pet licenses issued to City residents

Pop is Population of the City expressed as a percentage of all Contracting Parties;

Calculation Periods -- Service Year 2018

Component		Estimated 2018 Payment (final) (published December 15 2017)	Reconciliation Payment Amount (determined by June 2019)
ELR (Estimated Revenue)		> of December 2016– November 2017 just prior to Service Year or 2016 Actual	Actual Licensing Revenue 2018
ACFS (Avg. Calls for Service)		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA (Avg. Animal intakes)		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI (Avg. Licenses Issued)		Three (3) year rolling average (2014, 2015, 2016)	N/A

Pop, (Population)		OFM April 2017, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018
------------------------------	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

Calculation Periods: Service Year 2019 and subsequent Service Years

Component		Estimated (Service Year) Payment (published December 15 prior to Service Year)	Reconciliation Payment Amount (determined by June 30 following each Service Year)
ELR		> of December- November just prior to Service Year or previous complete calendar year	Actual Licensing Revenue (Service Year)
ACFS		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI		Three (3) year rolling average (2014, 2015, 2016)	N/A
Pop,		OFM April prior to prior to Service Year, adjusted for all annexations ≥ 2,500 and/or Latecomer Cities joining that are known to take effect prior to or during the Service Year.	Same, adjusted for all annexations ≥ 2,500 and/or Latecomer Cities joining, occurring prior to or during the Service Year.

If the Agreement is extended for a second term, calculated cost and reconciliation shall be developed in a manner comparable to Service Year 2019 as shown above.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2018

Item	Date
Final Estimated 2018 Payment calculation provided to City by County	December 15, 2017
2018 Estimated Payment due	August 15, 2018
2018 Reconciliation Adjustment Amount calculated	On or before June 30, 2019
2018 Reconciliation Adjustment Amount payable	On or before August 15, 2019

Service Year 2019 and subsequent years

Item	Date
Final Estimated 2019 Payment calculation provided to City by County	December 15, 2018 (December 15 prior to start of Service Year)
2019 Estimated Payment due	August 15, 2019 (August 15 of Service Year)
2019 Reconciliation Adjustment Amount calculated	On or before June 30, 2020 (by June 30 immediately following the Service Year)
2019 Reconciliation Adjustment Amount Payable	August 15, 2020 (by August 15 immediately following the Service Year)

The schedule is developed in the same manner as described above for all Service Years unless otherwise noted in the Agreement.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

Notice of Intent by one or more of the Parties to opt out of the automatic extension for an additional five (5) year term.	June 30, 2021
Deadline for written agreement to Contingent Extension (per section 4(b))	March 22, 2022

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional five (5) year term.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Not less than monthly, 15 days following the end of the calendar month.
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

Requests for Enhanced **Licensing Revenue Support Services** in a Service Year may be made at any time on or before December 1, prior to the Service Year, unless mutually agreed to by the County and City.

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, and various credits, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “Adjusted Net Final Cost” (“ANFC”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS or other animal service providers, if applicable), such excess will be reinvested to reduce costs incurred by the County. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$ANFC_0 =$	Actual Revenue	+	Transition Credit	+	Shelter Credit	-	Cost Allocation	-	Other Services Charge	
	AR		TC		SC		CA		OSC	

$$ANFC_0 = AR + TC + SC - CA - OSC$$

- A. If $ANFC_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “OSC” in the formula for Contracting Cities purchasing shelter services from PAWS (or other animal service providers) and/or purchasing Enhanced Control Services and/or Enhanced Licensing Support Services), **then:**

$ANFC_1 = 0$, i.e., it is *reset to zero* and the difference between $ANFC_0$ and $ANFC_1$ is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where $ANFC_0 \geq 0$ are allocated to the County to offset costs incurred by the County that are not included in the cost allocation model (excluding unincorporated area only costs)**. Contracting Parties for which $ANFC_0 \geq 0$ do not receive a reconciliation payment.

- B. If $ANFC_0 < 0$, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS, (or other animal service providers) Enhanced Control Services, and/or Enhanced Licensing Support Services), then the negative dollar amount is not “reset” and $ANFC_1$ is the same as $ANFC_0$.
- C. If $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the County to the City no later than August 15, except that if a City is receiving a Transition Credit and/or a Shelter Credit, the difference shall be used to offset the Credit (s) until the Credit (s) are reduced to zero, at which point the remaining difference shall be paid by the County to the City; if $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue, less refunds and rebates**, attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“TC” is the Transition Funding Credit, if any, for the Service Year.

“SC” is the Shelter Credit, if any, for the Service Year.

“OSC” Other Services Charge is the actual amount paid by a City receiving shelter services to PAWS (or other animal service providers) for such services during the Service Year, if any, plus the actual amount paid or owed by a City to the County for the purchase of Enhanced Control Services and/or Enhanced Licensing Support Services, during the Service Year, if any.

“CA” is the **“Cost Allocation”** as *estimated* for the Service Year for the provision of Animal Services allocated between all the Contracting Parties for the purposes of determining the Estimated Payment. The Cost Allocation is the sum of Estimated Control (EC) costs, Estimated Shelter (ES) costs, and Estimated Licensing (EL) costs calculated as described in **Exhibit C**.

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County will offer Enhanced Control Services to the City during the term of the Animal Services Interlocal Agreement, subject to the terms and conditions as described herein.

The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.

A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15, unless waived by the County, of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in the context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service beginning in 2018. Costs will be based on the budgeted annual cost for the service year for which the service is provided, and shall include the cost of the employee (salary, benefits), equipment (which shall not exceed 3,000 annually)

and animal control vehicle for the employee's use). Costs are subject to adjustment each year.

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in Exhibit D of the Agreement (see "Other Service Charges").
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general periodic calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this

Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the costs are paid during the Service Year, they shall be credited as part of Reconciliation.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the cost are paid during the Service Year, they shall be credited as part of Reconciliation.

- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A. Option 1, a Contract may not be terminated if the term of service resulting is less than one year.

- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

By:

By:

Date

Date

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____*

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: ____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

variously scheduled service, including but not limited to adjusting allocations of service from increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing work rules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A. Option 1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. For example, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

<p align="center">Option 1 - Example 1: Aggregate of 50% of an FTE Requested by all Participating Cities</p>	<p align="center">Option1 - Example 2: Aggregate of 1 FTE Requested by all Participating Cities</p>
<p>Cost to City: (% of Half-Time FTE requested) x \$69,182/year in 2018</p> <p><i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$17,295for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months).</p> <p>** (50% of a Half-Time FTE)</p>	<p>Cost to City: (% of FTE requested) x 118,152/year in 2018*</p> <p><i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,769and City C would pay \$29,538 for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months)</p>

* This example is based on 2018 budgeted costs. Costs will be based on actual Service Year budgeted costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ___ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

___ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:
\$_____.

___ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description – days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Exhibit F

Enhanced Licensing Support Services – Terms of Service (Optional)

The County is prepared to offer enhanced licensing support to the City subject to the terms and conditions described herein, between a City and the County having executed the Enhanced Licensing Support Services Acknowledgement (“Acknowledgement”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement (the “Agreement”).

- A. Service Requests, Submittal:** Requests for the County to provide Enhanced Licensing Support Services should be made by submitting the Enhanced Licensing Support Services Acknowledgment form (**Attachment A** to this **Exhibit F**) to the County between June 30 and December 1 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Acknowledgment shall be submitted for each Service Year, unless specified otherwise in the Acknowledgement between the City and the County. The Acknowledgement form shall identify the Revenue Target (the amount of licensing revenue estimated to be gained through Enhanced Licensing Support Services) requested by the City.
- B. County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff and other resources available, and consistent with the priorities stated in **Section 7.c** of the Agreement. The County may adjust the Licensing Revenue Target based on the capacity of the County to fulfill the requested service.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide enhanced licensing support services to the City, the County shall identify the cost for such service for the applicable Service Year or years if more than one year is requested. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. Services Provided by City:** Active participation by the City is an important success factor in the overall pet licensing process. The City may, at the City’s additional cost, engage in the following activities to help enhance the overall effectiveness of the marketing effort:

1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County may provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
2. Dedicate volunteer/staff hours to help follow up on pet licenses that are not renewed.
3. Provide representation at local public events to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the Joint City-County Collaboration Committee marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target (RT) and Payment for Enhanced Licensing Revenue Support:

1. For **all Contacting Cities**: The City will identify a proposed Licensing Revenue Target (RT) in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services. At Reconciliation, the City shall be charged for licensing support service an amount not to exceed the cost specified and agreed to in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, for each City contracting for Enhanced Licensing Support Services, the County shall submit an Enhanced Licensing Support Services Marketing Plan for the upcoming season. The Marketing Plan shall generally identify the various activities, scope, and scheduling to be performed. The City and County shall mutually agree on the Marketing Plan.

2. Each Party will provide the other with a periodic report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than a two (2) week advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

G. Execution of Licensing Revenue Support Services Agreement and Acknowledgment Form

Unless otherwise amended in writing, the Terms of Service noted above, if agreed, shall be documented and acknowledged by the City and County by mutually executing the Enhanced Licensing Support Services Acknowledgment form (Exhibit F, Attachment A)

Exhibit F: Attachment A

ENHANCED LICENSING SUPPORT SERVICES ACKNOWLEDGEMENT FORM

Final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the for Enhanced Licensing Support Services Terms of Service – **Exhibit F** of the *Animal Services Interlocal Agreement for 2018 Through 2022* (“the Agreement”) dated effective as of July 1, 2017.)

1. City _____ Date of Request: _____

2. Enhanced Licensing Support Services for Service Year: _____.

3. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____

4. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:

Name:

Title:

Phone:

Email:

To be completed by King County:

The County agrees to provide the City enhanced licensing support services in Service Year _____ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Enhanced Licensing Support Services Charge, as further described in the Enhanced Licensing Support Services – Terms of Service and **Exhibit D** of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed, per the terms as specified in the Licensing Revenue Support Agreement – Terms of Service, effective as of this ____ day of _____, 20__.

King County

City of _____

By:

By:

Date: _____

Date: _____



TO: City Council

DATE: March 21, 2017

SUBJECT: 2016 Final Supplemental Budget Adjustment Ordinance – Adopt

MOTION: Adopt Ordinance No. _____. approving the final consolidating budget adjustment ordinance for adjustments made between December 1 and December 31, 2016, reflecting an overall budget increase of 3,693,440.

SUMMARY: Authorization is requested to approve the technical gross budget adjustment ordinance reflecting an overall budget increase of \$3,693,440.

The requested budget adjustment includes:

- \$2,517,160 for debt service on the 2016 refunding debt, largely due to bringing the PFD bonded debt in-house. Half of this amount; \$1,258,580 is to transfer funds from the Capital Resource and Street Operating Funds to the Debt Service Fund. The remainder represents the actual principal and interest payment issued from the Debt Service Fund.
- \$1,100,000 of additional B&O taxes received that are to be transferred to the Capital Resources Fund.
- \$76,280 for payment of our Transit Now obligation to King County.

It is important to note that no additional monies are being spent as a result of the requested budget adjustments. The City has already paid its obligations in each of these areas. We are requesting to update the budget for historical purposes and budgetary legal compliance.

EXHIBITS: Ordinance and Exhibits

RECOMMENDED BY: Operations Committee

YEA: Ralph, Boyce, Thomas **NAY:**

BUDGET IMPACTS: These expenditures are funded by existing resources.

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ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Kent, Washington, approving the consolidating budget adjustments made between December 1 and 31, 2016, reflecting an overall budget increase of \$3,693,440.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

ORDINANCE

SECTION 1. – *Budget Adjustments.* The 2015-2016 biennial budget is amended to include budget fund adjustments for the fourth quarter of 2016 from December 1 through 31, 2016, as summarized and set forth in Exhibit “A,” which is attached and incorporated into this ordinance. Except as amended by this ordinance, all terms and provisions of the 2015-2016 biennial budget Ordinance No. 4137, as amended by Ordinance Nos. 4149, 4168, 4173, 4185, 4200, 4211, 4221, 4226 and 4237 shall remain unchanged.

SECTION 2. – *Severability.* If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 3. – Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

SECTION 4. – Effective Date. This ordinance shall take effect and be in force five days after its publication, as provided by law.

SUZETTE COOKE, MAYOR

ATTEST:

KIMBERLEY A. KOMOTO, CITY CLERK

APPROVED AS TO FORM:

TOM BRUBAKER, CITY ATTORNEY

PASSED: _____ day of _____, 2017.

APPROVED: _____ day of _____, 2017.

PUBLISHED: _____ day of _____, 2017.

I hereby certify that this is a true copy of Ordinance No. _____ passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

_____(SEAL)
KIMBERLEY A. KOMOTO, CITY CLERK

Exhibit A
City of Kent
Budget Adjustment Ordinance
Adjustments December 2016

Fund Title	Previously Approved	Approval Requested	Total Adjustment Ordinance
General Fund			
Excess B&O Rev-Trf to CRF		1,100,000	1,100,000
Total	-	1,100,000	1,100,000
Street Operating Fund			
Transit Now 2016 Accrual		76,280	76,280
2016 Refunding Debt Service		119,320	119,320
Total	-	195,600	195,600
Capital Resources Fund			
2016 Refunding Debt Service		1,139,260	1,139,260
Total	-	1,139,260	1,139,260
Non-Voted Debt Service Fund			
2016 Refunding Debt Service		1,258,580	1,258,580
Total	-	1,258,580	1,258,580
Grand Total	-	3,693,440	3,693,440

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Agenda Item: Consent Calendar – 7H

TO: City Council

DATE: March 21, 2017

SUBJECT: Reappoint Josh Bang to Lodging Tax Advisory Committee – Confirm

MOTION: Confirm the re-appointment of Josh Bang to the Lodging Tax Advisory Committee for an additional 4-year term.

SUMMARY: The Lodging Tax Advisory Committee recommends Josh Bang be reappointed to the Lodging Tax Advisory Committee for an additional four year term.

Mr. Bang is the General Manager for the Marriott TownePlace Suites in Kent and has been an active member of the Lodging Tax Advisory Committee for the past four years. The position he currently holds is to be filled by a representative who represents activities funded by lodging tax.

Mr. Bang's current position will expire 2/1/2017. His re-appointment would be for another four year term, which would expire 2/1/2021.

RECOMMENDED BY: Lodging Tax Advisory Committee

BUDGET IMPACTS: None

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TO: City Council

DATE: March 21, 2017

SUBJECT: 2017 Consultant Services Agreement with JayRay Ads & PR, Inc. –
VisitKent – Authorize

MOTION: Authorize the Mayor to sign the 2017 Consultant Services Agreement with Jay Ray Ads & PR, Inc. to provide marketing for VisitKent in an amount not to exceed \$164,635.00, subject to final terms and conditions acceptable to the Economic & Community Development Director and City Attorney.

SUMMARY: Jay Ray will be the City's marketing company for the 2017 marketing and communications plan. This plan will be implemented as the approved budget of \$164,635.00 allows. It will engage consumers through the four stages: travel, dreaming, planning, booking and experiencing Kent.

Visit Kent is the tourism promotion and marketing arm for the City of Kent. Programs are designed to increase overnight hotel stays, boost local and regional destination awareness, and enhance the image and economic strength of residents and the business community.

EXHIBITS: 1) Consultant Service Agreement
2) Exhibit A Scope of Work

RECOMMENDED BY: Economic & Community Development Committee

YEA: Boyce, Berrios **NAY:**

BUDGET IMPACTS: Funding will come out of Lodging Tax Funds

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CONSULTANT SERVICES AGREEMENT between the City of Kent and

JayRay Ads & PR, Inc.

THIS AGREEMENT is made between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and JayRay Ads & PR, Inc. organized under the laws of the State of Washington, located and doing business at 535 Dock Street, #205, Tacoma, WA 98402, (253) 627-9128 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

Destination Marketing & Communications Plan: 2017

Goals:

1. Strengthen Kent's year-round economy: More heads in beds, cheeks in seats, feet on streets
2. Elevate awareness of Kent's internal attractions in addition to what's nearby
3. Help increase overnight stays, focusing on winter weekends and shoulder-seasons
4. Enhance Kent's overall image both locally and regionally (Western U.S.)
5. Inspire locals to recommend Kent to friends and family
6. Earn the support and partnership of businesses, government officials and stakeholders to recognize tourism as a crucial part of the economy

Deliverables:

- Website improvement and redesign via WordPress
- Website operations
- Social media management
- Marketing campaigns and digital advertising
- Media relations
- Project management (project meetings, LTAC presentations, monthly reports)

Time Frame:

March 1, 2017 to December 31, 2017

Consultant further 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. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by December 31, 2017.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$164,635.00, for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and

executed amendment to this agreement. The Consultant agrees that the hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit A.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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 Ch. 51.08 RCW, the parties make the following representations:

- A. The Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.
- B. The Consultant maintains and pays for its own place of business from which Consultant's services under this Agreement will be performed.
- C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Consultant 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 Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

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 Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. Consultant shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or

suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B attached and incorporated by this reference.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement.

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 Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act. The City's use or reuse of any of the documents, data, and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though Consultant 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.

XII. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant 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.

XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. 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.

C. 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.

D. 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. Any written notice hereunder 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 hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. 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 Consultant.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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. All of the above documents are hereby made a part of this Agreement. However, 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.

H. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant 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 Kent. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(title)</i></p> <p>DATE: _____</p>	<p>CITY OF KENT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Suzette Cooke</u></p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT:</p> <p>Bridget Baeth JayRay Ads & PR, Inc. 535 Dock Street #205 Tacoma, WA 98402 (253) 627-6548 (telephone)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF KENT:</p> <p>Ben Wolters, ECD Director City of Kent 220 Fourth Avenue South Kent, WA 98032 (253) 856-5703 (telephone) (253) 856-6454 (facsimile)</p>
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	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kent Law Department</p>
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DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

**CITY OF KENT
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

**CITY OF KENT
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
Company, hereby acknowledge and declare that the before-mentioned company was the prime contractor for the Agreement known as _____ that was entered into on the _____ (date), between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____

For: _____

Title: _____

Date: _____

Visit Kent

SUPPORTS 2017 MARKETING & COMMUNICATIONS PLAN

Budget: March-December 2017

February 23, 2017

SOCIAL MEDIA & WEB: \$64,525

Website Improvements & ReDesign Deliverables	Budget
Kick-off meeting with client and creative brief	
Design website using WordPress	
Conduct a content audit and re-write copy using writing for web best practices	
New site plug-ins/modules (press room, events calendar, business listings, blog, search bar on homepage...)	
Create key words for improved search engine optimization	
SUBTOTAL	\$20,000

Website Operations Deliverables	Budget
Write and post website blog copy (1-2 per week)	
Manage overall website content such as events calendar and listings, and make content updates as needed	
SUBTOTAL	\$17,650

Social Media Deliverables	Budget
Create social content for nine months on Twitter, Instagram and Facebook, following approved social media plan and content calendar	
Schedule and post content on behalf of Visit Kent for nine months on Twitter, Instagram and Facebook	
Design social graphics (up to two a week/three sizes/nine months) OR do quarterly photo shoots	
Package and send content themes to Kent for approval, monthly	
Stock photography allowance to enhance posts as needed	\$500
Monthly report of engagement metrics	
SUBTOTAL	\$26,875

MARKETING: \$57,275

Marketing Deliverables	Budget
Develop marketing campaigns (up to three) that lean heavily on social media promotion/media relations	
Campaign copywriting (two rounds of revisions)	
Digital advertising allowance	\$12,000
Sponsored social media post allowance	\$1,000
Photography to capture Kent's travel and tourism spots (up to eight hours, includes locating sites, coordination of photographer, photo editing and development of an image library of 50-75 photos; models not included)	
Design allowance for web and social graphics (two rounds of revisions)	\$6,000
Collateral allowance (includes design and writing for up to three items; does not include cost of printing; one round of revisions)	\$7,500
SUBTOTAL	\$57,275

MEDIA RELATIONS: \$32,835

Media Relations Deliverables	Budget
Develop targeted travel media and blogger lists in Cision and update media database--ongoing	
Draft annual editorial calendar and facilitate editorial strategy session with client (one round of revisions)	
Produce digital media kit (fact sheet and two backgrounders as determined) (one round of revisions)	
Develop up to seven travel and tourism focused pitches annually (one round of revisions)	
Distribute pitches to media contacts and follow up	
Monitor Kent travel and tourism media coverage--monthly	
Provide monthly report and track earned media	
SUBTOTAL	\$32,835

PROJECT MANAGEMENT: \$10,000

Project Management	Budget
Develop project budgets and work plans and provide monthly report	
Project status calls with client (every three weeks)	
Strategy sessions with client, in person (up to four)	
Presentations to LTAC as needed (up to six)	
SUBTOTAL	\$10,000
TOTAL BUDGET	<u>\$164,635</u>

Approval

I give JayRay my approval to proceed with this project based on this budget, subject to JayRay's Standard Terms and Conditions.

Signed

Date

VISIT KENT

Destination Marketing & Communications Plan: 2017

Scope of Work

March 1, 2017 to December 31, 2017

Goals:

1. Strengthen Kent's year-round economy: More heads in beds, cheeks in seats, feet on streets
2. Elevate awareness of Kent's internal attractions in addition to what's nearby
3. Help increase overnight stays, focusing on winter weekends and shoulder-seasons
4. Enhance Kent's overall image both locally and regionally (Western U.S.)
5. Inspire locals to recommend Kent to friends and family
6. Earn the support and partnership of businesses, government officials and stakeholders to recognize tourism as a crucial part of the economy

Deliverables:

- Website improvement and redesign via WordPress
- Website operations
- Social media management
- Marketing campaigns and digital advertising
- Media relations
- Project management (project meetings, LTAC presentations, monthly reports)

Measurements:

Indicator of Success	2016	2017	Change from 2016
Earned media (number of articles)	n/a	Benchmark year	n/a
PR impressions	n/a	Benchmark year	n/a
Unique Web users	55,209	60,730	10%
Bounce rate (lower percentage is better)	83%	50%	Reduce by 33%
Social media reach	n/a	Benchmark year	n/a
Social media followers (Facebook, Twitter, Instagram)	9,874	10,860	10%

Campaign Calendar:

March 2017 to March 2018*

- Year-round: Destination awareness campaign
- Year-round: Thunderbirds promotions
- April to May: Drive market campaign (Spring shoulder season)
- May: National Travel & Tourism Week (Local campaign)
- September to October: Drive market campaign (Fall shoulder season)
- December to March*: Winter weekends campaign (Stay the night promotion)

*January to March 2018 campaign ad buys to come from 2018 marketing budget. We will plan for the winter campaign and design graphics using allocated funds from the 2017 budget, since the winter campaign needs to begin in December 2017.

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TO: City Council

DATE: March 21, 2017

SUBJECT: Contract with COWI for Milwaukee II Levee – Authorize

MOTION: Authorize the Mayor to sign a Consultant Services Agreement with COWI, in an amount not to exceed \$178,975.00 for an alternatives analysis of flood protection facilities for the Milwaukee II Levee, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: The City executed an Interlocal Agreement (ILA) with the King County Flood Control District to provide funding for an analysis of alternatives, development of design plans and specifications, and property acquisition related to the Milwaukee II Levee along the Green River in Kent. This ILA sets forth the requirements for a study of alternative flood protection facilities and alignments, such as an earthen embankment levee or a flood wall levee. The study will consider impacts to recreation, habitat, South 259th Street, and other features to ultimately guide the project team to a preferred alternative for full design and construction.

The Milwaukee II Levee is located between the Horseshoe Bend Levee (accredited by FEMA in 2015), and the Foster Park Levee which was constructed in 2008. Construction of the Milwaukee II Levee with connection to these adjacent levee reaches will reduce flood risk from the Green River for businesses and residential properties in this area, and allow for levee accreditation for the section and sections further downstream.

EXHIBITS: Consultant Contract

RECOMMENDED BY: Public Works Committee

YEA: Ralph, Fincher, Higgins **NAY:**

BUDGET IMPACTS: This contract is fully reimbursable through the King County Flood Control District.

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CONSULTANT SERVICES AGREEMENT between the City of Kent and

COWI North America, Inc.

THIS AGREEMENT is made between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and COWI North America, Inc. organized under the laws of the State of Delaware, located and doing business at 1191 2nd Ave., Suite 1110, Seattle, WA 98101, Phone (206) 748-4036, Contact: E. Richard Patterson (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The Consultant shall provide engineering services to prepare a Milwaukee II Flood Facility Study. For a description, see the Consultant's Scope of Work which is attached as Exhibit A and incorporated by this reference.

Consultant further 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. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by December 31, 2017.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed One Hundred Seventy Eight Thousand, Nine Hundred Seventy Five Dollars (\$178,975.00), for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant agrees that the hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit A Attachment B.
- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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 Ch. 51.08 RCW, the parties make the following representations:

- A. The Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.
- B. The Consultant maintains and pays for its own place of business from which Consultant's services under this Agreement will be performed.
- C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Consultant 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 Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

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 Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. Consultant shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL

INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B attached and incorporated by this reference.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement.

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 Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act. The City's use or reuse of any of the documents, data, and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though Consultant 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.

XII. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant 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.

XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. 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.

C. 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.

D. 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. Any written notice hereunder 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 hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. 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 Consultant.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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. All of the above documents are hereby made a part of this Agreement. However, 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.

H. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant 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 Kent. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(title)</i> DATE: _____	CITY OF KENT: By: _____ <i>(signature)</i> Print Name: <u>Suzette Cooke</u> Its <u>Mayor</u> DATE: _____
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NOTICES TO BE SENT TO: CONSULTANT: E. Richard Patterson COWI North America, Inc. 1191 2 nd Ave., Suite 1110 Seattle, WA 98101 (206) 748-4036 (telephone)	NOTICES TO BE SENT TO: CITY OF KENT: Timothy J. LaPorte, P.E. City of Kent 220 Fourth Avenue South Kent, WA 98032 (253) 856-5500 (telephone) (253) 856-6500 (facsimile)
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	APPROVED AS TO FORM: _____ Kent Law Department
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COWI - Milwaukee II/Schleicher

DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

**CITY OF KENT
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

**CITY OF KENT
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
Company, hereby acknowledge and declare that the before-mentioned company was the prime contractor for the Agreement known as _____ that was entered into on the _____ (date), between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____

For: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

Milwaukee II Flood Facility Study

During the term of this Agreement, COWI, the engineering consultant (Consultant) shall perform professional services for the City of Kent (City). This project is expected to include two phases. Phase 1 is the preparation of a Milwaukee II Flood Facility Study for the area extending from approximately 3rd Avenue South west to the Interurban Trail and from the Green River north for a distance of about 400 ft. This study will allow the City and King County Flood Control District (District) to select a preferred alternative. Phase 2 will include the preparation of Final Design Plans, Specifications, and Estimate in connection with the selected alternative. Phase 2 is not included in the present Scope of Work.

I. PROJECT OBJECTIVES AND DESCRIPTION

The primary objective of the Milwaukee II Flood Facility, hereinafter referred to as the Project, is to:

- Reduce flood risks and improve levee factors of safety by constructing a flood protection facility that exceeds federal standards and can be certified and accredited by FEMA.

Secondary objectives of the Project include:

- Increased recreation opportunities by allowing for completion of a missing link of the Green River Trail that exists within the project limits.
- Improved riparian and aquatic habitat conditions.
- Reduced long-term maintenance.
- Construction of a flood protection facility that does not adversely impact the S. 259th Street and Interurban Trail crossing or the Foster Park parking lot.
- Construction of a flood protection facility that does not need active management during flood events, if feasible.
- Creation of a flood protection facility that leaves no private property on the river side of the facility.
- Accommodation of the future reconstruction of S. 259th Street under the Union Pacific Railroad bridge to provide additional clearance, while also accommodating the Green River Trail under the bridge and along the project limits.
- Construction of a flood protection facility with long-term stabilization in mind (i.e. minimum scour, stable slopes, minimal channel and slope maintenance).

II. GUIDANCE DOCUMENTS

All documents prepared under the terms of this AGREEMENT shall be developed in accordance with the latest edition and amendments of the following:

King County

- Water and Land Resources Division Project Charter approved by Kjris Lund, former District Executive Director, on 12/15/2016.

City of Kent:

- Road Standards

**City of Kent
Scope of Work – Exhibit A**

- Standard drawings and sample documents prepared by the City and furnished to the Consultant shall be used as a guide in all applicable cases

WSDOT Publications:

- Standard Specifications for Road, Bridge, and Municipal Construction, English Edition, (M41-10)
- Standard Plans for Road, Bridge, and Municipal Construction, English edition (M21-01)
- Design Manual (M22-01)
- Bridge Design Manual, (M23-50)
- Plans Preparation Manual (M22-31)
- Construction Manual (M41-01)
- Local Agency Guidelines Manual

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- Standard Specifications for Highway Bridges, AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 4th Edition with 2008 Interim Revisions
- Guide for the Development of Bicycle Facilities, 1999
- A Policy on Geometric Design of Highways and Streets, 5th Edition, 2004 ('Green Book')

U.S. Department of Transportation, Federal Highway Administration (FHWA):

- Manual on Uniform Traffic Control Devices for Streets and Highways
- Evaluating Scour at Bridges (HEC 18)
- Bridge Scour and Stream Instability Countermeasures (HEC 23)

USACE and Other Publications:

- Retaining and Flood Walls (EM 1110-2-2502)
- Stability Analysis of Concrete Hydraulic Structures (EM 1110-2-2100)
- Strength Design for Reinforced Concrete Hydraulic Structures (EM 1110-2-2104)
- Coastal Engineering Manual (EM 1110-2-1100)
- Design and Construction of Levees (EM 1110-2-1913)
- Design of Hydraulic Steel Structures (EM 1110-2-2105)
- Design of Pile Foundations (EM 1110-2-2906)

III. PROJECT SCHEDULE

The anticipated project schedule is as shown below:

<u>Milestone</u>	<u>Date</u>
Consultant Notice to Proceed	1 Mar 2017
Data Gaps Deliverable	1 Apr 2017
Stakeholder Meetings	Apr-May 2017
Proposed Screening Criteria and Weighting	1 May 2017
Alternatives Workshop	1 Jun 2017
Draft Alternatives Report	15 August 2017
Final Alternatives Report	1 Oct 2017

City of Kent
Scope of Work – Exhibit A

The duration of the reviews by the City and County is three (3) weeks for each deliverable. The Consultant shall respond to review comments within two (2) weeks after receiving them. The project schedule is an anticipated schedule and may be subject to adjustment at mutual agreement, whether initiated by the City or Consultant.

IV. DATA AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The City will provide the following items and services to the Consultant that will facilitate the studies and preparation of the documents for work within the limits of the Project. The Consultant is entitled to rely on the accuracy and completeness of this and other data furnished and represented by the City and others. These may include:

- Survey, Basemaps, Roadway, Traffic Control, and Erosion Control
- Drainage/Hydraulic Information
- Geotechnical Information
- Environmental Information
- Secure rights-of-entry as necessary.

V. INTELLECTUAL PROPERTY

The documents listed as "**Deliverables**" in the Detailed Task Description, Section VII of this scope of work, and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements will be furnished by the Consultant to the City upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to Consultant. The City will assume all risks associated with such use, modifications, or conversions. The Consultant may remove from the electronic materials delivered to the City, all references to the Consultant involvement and will retain a tangible copy of the materials delivered to the City which will govern the interpretation of the materials and the information recorded. Electronic files are considered working files only; the Consultant is not required to maintain electronic files beyond 90 days after the project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

VI. ABBREVIATIONS

The following abbreviations are referred to throughout this scope of work:

AASHTO	American Association of State Highway and Transportation Officials
ASTM	American Society for Testing and Materials
BA	Biological Assessment
BDM	WSDOT Bridge Design Manual
BRAC	Bridge Replacement Advisory Committee
DAHP	Department of Archaeology and Historic Preservation
Ecology	Washington State Department of Ecology

**City of Kent
Scope of Work – Exhibit A**

ECS	Environmental Classification Summary
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
H&LP	Highways and Local Programs
HPA	Hydraulic Project Approval
JARPA	Joint Aquatic Resources Permit Application
LRFD	Load Resistance Factor Design
NEPA	National Environmental Protection Act
NMFS	National Marine Fisheries Service
NRHP	National Register of Historic Places
PS&E	Plans, specifications, and estimates
SEPA	State Environmental Protection Act
TS&L	Type, Size and Location
WDFW	Washington State Department of Fish and Wildlife
WSDOT	Washington State Department of Transportation
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service

VII. DETAILED TASK DESCRIPTION

General Assumptions:

- 1. The level of effort for each phase and task of work is limited to the amount of labor and expenses indicated in Exhibit "B". These costs are itemized in Exhibit "B" to aid in project tracking purposes only. The budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.*
- 2. The Project duration is anticipated to be as indicated in Section III. Phase 2 duration will be determined later. The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by the City or any third party.*
- 3. Remedial action associated with hazardous wastes located within the Project limits are not within this scope of services. Hazardous, dangerous, or contaminated soil/ground water may be encountered on or within the project limits. Should any of these materials be encountered, addressing the situation will be Extra Work.*
- 4. The analyses, design, plans, specifications, and estimate performed or prepared as part of the Project will be in English units. Metric units will not be used on this Project.*
- 5. The plans will be prepared in accordance with City of Kent Drafting Standards as applied to AutoCAD drawing software.*

6. *The City has the authority to approve proposed work scope and schedule changes.*

TASKS

Task 1 – Management and Coordination

This task includes the effort needed to organize and manage the design team, and to report on the project progress.

1. Project Management

Provide direction to the design team. Conduct project coordination meetings as required with appropriate task leaders. Monitor the planned versus actual rate of expenditure for each task and take corrective actions if necessary. Collect from each task leader, the percent complete as measured by how much work is left to be accomplished on a task by task basis. Maintain a high exposure to the project team of the issues to be resolved and their potential impacts to the measures of success for the project.

2. Communicate Progress

Conduct ongoing, proactive, responsive communications with the City staff involved in the direction and execution of the project. Attend project coordination meeting at the completion of the draft AAR. Prepare and submit monthly invoices with a brief progress report that will include identification of work performed in the previous month's schedule.

3. Quality Assurance/Quality Control

The project manager will implement and conduct COWI quality control/quality assurance program throughout the project. This requirement will apply to all subconsultant deliverable work.

4. City Coordination Meetings (Up to 2)

Assumptions:

1. *The Consultant's project manager and/or project engineer will meet with the City's project manager/engineer on as-needed basis throughout the project, limited to the estimated level of effort.*
2. *Internal project team coordination meetings will be held via teleconference on an as-needed basis during project duration. These meetings will be in addition to the two (2) coordination meetings held with the City, but budgeted as part of the specific work tasks.*

Deliverables:

City of Kent
Scope of Work – Exhibit A

1. *Monthly Invoices and Progress Report (1 copy)*
2. *Written Change Authorizations*
3. *Meeting preparation and attendance*

Task 2 – Data Review

This task includes reviewing existing information provided by the City that may be used to further develop the project alternative selection study.

1. Review existing Survey Files (Topographic and Digital Terrain Model) from the City. The City will combine files together for purposes of advancing the alternative evaluations. The combined files will also include existing Right-of-Way (ROW) limits and parcel boundaries.
2. Review existing Civil Engineering Files from the City
3. Review existing Utility Information
 - a. Collect existing utility GIS information from City.
 - b. Collect existing franchise utility plans from Puget Sound Energy, Comcast and CenturyLink
4. Review existing Geotechnical Information
5. NOT USED
6. Review existing environmental studies.

Assumptions:

1. *City will provide current Lidar study and available survey files*
2. *City will supply all necessary topographic and digital terrain model files in AutoCAD format*
3. *City will provide information related to prior alignment alternatives and/or studies completed to date*
4. *City will provide available existing environmental documentation completed for other levee projects, habitat restoration projects, or City-wide.*
5. *City provided survey files will include existing Right-of-Way.*

Deliverables:

1. *Listing of Available Documents/Data Gaps,*
2. *Compiled basemap that includes available private utility information*

Task 3 – Stakeholder and Public Communications

1. Stakeholder Meeting Support
2. Public Communications Support

Assumptions:

1. *City will conduct all stakeholder meetings and provide a summary of meetings to Consultant team. Consultant team will not participate in stakeholder meetings. Consultant will review stakeholder meeting notes for use in developing project alternatives.*
2. *City will be responsible for public communications*
 - a. *Consultant team will provide concept level graphics for use by the City in public communications; i.e. up to four concept planviews.*

Deliverables:

1. *Up to four (4) concept-level planviews.*

Task 4 – Develop Project Design Criteria and Alternative Evaluation Parameters

City of Kent
Scope of Work – Exhibit A

1. Develop Design Criteria and Project Parameters and confirm with City and County
2. Develop Alternative Evaluation Criteria and confirm with City and County

Assumptions:

1. *Task can be accomplished via emails from City and County*

Deliverables:

1. *Project Design Criteria and Parameters memo*
2. *Proposed Alternative Evaluation criteria and associated weighting for of Evaluation Criteria*

Task 5 – Alternatives Workshop

This task includes the effort needed to prepare, execute, and summarize the results of a project alternative development, review, and selection workshop. The goal is to develop up to four (4) alternative ideas with the City and County and to filter the alternatives to two or three viable alternatives to further evaluate in more detail. The workshop will be led and coordinated by the City with primary attendance from City and County staff. The consultant project team will provide up to three representatives, whose primary role will be to answer technical questions from the City and County participants.

1. Workshop Preparation (Basemap, Conceptual Alternatives Exhibits)
 - a. Pre-workshop civil preparation will include a basemap of the project site.
 - b. Pre-workshop geotechnical analysis will include two proposed riverbank cross-sections; one with the King County standard habitat bench and one without. These will be evaluated with respect to County, USACE and FEMA requirements for levee stability, which will be used to establish recommended minimum levee setbacks for planning purposes.
 - c. Pre-workshop biological work will include providing up to three exhibits addressing habitat design possibilities.
2. Workshop Execution

Assumptions:

1. *Half-day (4 hour) workshop will be held at City of Kent facility*
2. *City to lead workshop with primary participation from City and County staff. Consultant team to attend as technical resources.*
3. *City to provide workshop summary for use by the consultant project team in developing report.*

Deliverables

1. *Basemap (prior to workshop)*
2. *Concept Level Exhibits (prior to workshop)*

Task 6 – Develop Two (2-3) Second Tier Alternatives

The purpose of this task is to further develop the two or three alternatives developed and screened in the Workshop for final alternative evaluation ultimately leading to a preferred alternative for final design.

1. Description of Alternatives
 - a. Geometry
 - i. Location of levee or floodwall and associated site grading
 - b. ROW Issues

City of Kent
Scope of Work – Exhibit A

- c. Structure
 - d. Geotechnical
 - e. Drainage and Utilities
 - f. Trail Location and Dimensions
 - g. Habitat Improvements
 - h. Environmental Permitting Constraints
 - i. We will develop matrix identifying environmental permit requirements, additional studies, and associated schedule considerations comparing two alternative overall project designs.
 - i. S 259th Street Roadway Alignment and Grading Concepts
 - j. Opinion of Construction Cost
2. Develop Comparison Matrix/Apply Weighting
 3. Rank Alternatives by Score

Assumptions:

1. *Consultant will prepare a concept level design for two or three alternatives as determined in the Alternatives workshop (Task 5)*
2. *Comparison Matrix Evaluation Criteria and Weighting to be developed and vetted in conjunction with the City and County. It is expected that this criteria is a refinement of the Evaluation Criteria developed for the workshop.*

Deliverables:

1. *Draft Alternatives Report with Figures and Tables*

Task 7 – Closure

The purpose of this task is to complete the Draft Report from Task 6 and close out the preliminary study effort. The result will be a clear path forward for final design of the accepted alternative.

1. Minor Report Revisions
2. Teleconference meeting with City and County

Assumptions:

1. *City will provide County comments on draft Alternatives Report to consultant for incorporation into Final Alternatives Report.*
2. *Final close out meeting with City and County will be conducted via teleconference.*
3. *Flood Control District will select the preferred alternative.*

Deliverables:

1. *Final Alternatives Report with Recommended Alternative*

LABOR DETAIL - CPFF

Project: Milwaukee II Flood Facility Study – Phase I Tasks

Owner: City of Kent

Prime: COWI North America, Inc.

WORK ELEMENT	FEES					DIRECT SALARY COST
	COMPANY	COWI	GeoEngineers	Berger	Perteet	
1	Phase 1 - Alternative Study					
Task 1	Management and Coordination					
1.1	Project Management (7 months)	\$2,354	\$105	\$1,295	\$495	\$4,249
1.2	Communicate Progress	\$1,964	\$0	\$0	\$264	\$2,228
1.3	Quality Assurance/Quality Control	\$1,995	\$0	\$0	\$636	\$2,631
1.4	Coordination Meetings (Up to 3)	\$1,118	\$307	\$0	\$226	\$1,651
Total: Task 1 - Management and Coordination						
Task 2	Data Review					
2.1	Survey Files (Topographic and Digital Terrain Model)	\$134	\$0	\$0	\$136	\$270
2.2	Civil Engineering Files	\$460	\$0	\$0	\$364	\$825
2.3	Utility Information	\$134	\$0	\$0	\$478	\$612
2.4	Geotechnical Information	\$134	\$154	\$0	\$99	\$387
2.5	Existing ROW Files	\$0	\$0	\$0	\$0	\$0
2.6	Research previous environmental studies.	\$512	\$226	\$0	\$713	\$1,451
Total: Task 2 - Data Review						
Task 3	Stakeholder and Public Communications					
3.1	Stakeholder Meeting Support (No meeting attendance)	\$620	\$0	\$0	\$0	\$620
3.2	Public Communications Support	\$462	\$0	\$0	\$0	\$462
Total: Task 3 - Stakeholder and Public Communications						
Task 4	Develop Project Design Criteria and Alternative Evaluation Parameters					
4.1	Develop Design Criteria and Project Parameters	\$1,633	\$409	\$740	\$377	\$3,159
4.2	Develop Alternative Evaluation Criteria	\$620	\$182	\$0	\$151	\$953
Total: Task 4 - Develop Project Design Criteria and Parameters						
Task 5	Alternatives Workshop					
5.1	Workshop Preparation (Basemap, Concept Alt. Exhibits)	\$1,987	\$1,223	\$3,000	\$719	\$6,929
5.2	Workshop Execution	\$930	\$307	\$0	\$477	\$1,714
Total: Task 5 - Alternatives Workshop						
Task 6	Develop 2-3 Second Tier Alternatives					
6.1	Description of Alternatives					
6.1.1	Geometry	\$1,210	\$0	\$0	\$1,406	\$2,616
6.1.2	ROW Issues	\$0	\$0	\$0	\$703	\$703
6.1.3	Structure	\$4,861	\$0	\$0	\$0	\$4,861
6.1.4	Geotechnical	\$0	\$970	\$0	\$0	\$970
6.1.5	Drainage and Utilities	\$0	\$0	\$0	\$1,381	\$1,381
6.1.6	Trail Features	\$0	\$0	\$3,375	\$0	\$3,375
6.1.7	Habitat Improvements	\$0	\$1,967	\$0	\$0	\$1,967
6.1.8	Environmental Permitting Constraints	\$0	\$911	\$0	\$0	\$911
6.1.9	S 259th Roadway Alignment	\$0	\$0	\$0	\$1,588	\$1,588
6.1.10	Opinion of Construction Cost	\$1,461	\$457	\$0	\$1,231	\$3,149
6.2	Develop Criteria Comparison Matrix/Apply Weighting/Rank Alts	\$620	\$240	\$1,120	\$226	\$2,207
6.3	Report Preparation	\$6,396	\$1,199	\$570	\$0	\$8,166
Total: Task 6 - Develop 2-3 Second Tier Alternatives						
Task 7	Closure					
7.1	Minor Report Revisions	\$838	\$514	\$850	\$151	\$2,353
7.2	Meeting with City and County	\$68	\$0	\$0	\$0	\$68
Total: Task 7 - Closure						
TOTAL LABOR HOURS		\$30,512	\$9,172	-	\$11,822	\$51,507
Overhead Cost		\$58,590	\$19,506	-	\$21,647	\$99,743
Fixed Fee		\$8,910	\$2,868	-	\$3,347	\$15,125
TOTAL LABOR COST		\$98,012	\$31,546	\$10,950	\$36,816	\$177,325
Other Direct Costs		\$300	\$350	\$500	\$500	\$1,650
Grand Total		\$98,312	\$31,896	\$11,450	\$37,316	\$178,975

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANT SERVICES AGREEMENTS

Insurance

The Consultant 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 Consultant, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant 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 \$3,000,000 each occurrence, \$3,000,000 general aggregate.

EXHIBIT B (Continued)

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

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Consultant's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant 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 Consultant before commencement of the work.

F. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Consultant.

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Agenda Item: Consent Calendar – 7K

TO: City Council

DATE: March 21, 2017

SUBJECT: Contract with ICF International for the Mill Creek Environmental Impact Statement – Authorize

MOTION: Authorize the Mayor to sign a Consultant Services Agreement with ICF International to produce an Environmental Impact Statement for the Mill Creek Reestablishment Project in the amount of \$348,881.77, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: The Mill Creek Reestablishment Project includes removing accumulated sediment from Mill Creek in order to restore the original channel capacity of the creek. The project will help reduce flood risk throughout the Kent Valley. Removing sediment from the creek will have environmental impacts to wetlands and fish habitat. An Environmental Impact Statement (EIS) will be necessary to obtain permits to construct the project. With this consultant services agreement, ICF International will prepare an EIS. Also included in the scope of work is coordinating with permitting agencies, analyzing alternatives for the project, assisting with public outreach, and responding to and tracking comments from both the public and permitting agencies.

The consultant work will be authorized in phases.

EXHIBITS: Consultant Contract

RECOMMENDED BY: Public Works Committee

YEA: Fincher, Ralph, Higgins **NAY:**

BUDGET IMPACTS: This contract was included in the 2017 Storm Drainage Budget.

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CONSULTANT SERVICES AGREEMENT between the City of Kent and

ICF Jones & Stokes, Inc.

THIS AGREEMENT is made between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and ICF Jones & Stokes, Inc. organized under the laws of the State of Delaware, located and doing business at 1108 11th Street, Suite 301, Bellingham, WA 98225, Phone: (360) 255-2920, Contact: Chris Soncarty (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The Consultant shall prepare a SEPA Draft and Final Environmental Impact Statement for the Mill Creek Reestablishment Project. For a description, see the Consultant's Scope of Work which is attached as Exhibit A and incorporated by this reference.

Consultant further 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. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by December 31, 2018.

III. COMPENSATION.

A. The City shall pay the Consultant, based on time and materials, an amount not to exceed Three Hundred Forty Eight Thousand, Eight Hundred Eighty One Dollars and seventy seven cents (\$348,881.77), for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant agrees that the hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit A.

B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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 Ch. 51.08 RCW, the parties make the following representations:

- A. The Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.
- B. The Consultant maintains and pays for its own place of business from which Consultant's services under this Agreement will be performed.
- C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Consultant 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 Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

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 Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. Consultant shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL

INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B attached and incorporated by this reference.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement.

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 Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act. The City's use or reuse of any of the documents, data, and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though Consultant 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.

XII. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant 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.

XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. 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.

C. 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.

D. 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. Any written notice hereunder 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 hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. 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 Consultant.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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. All of the above documents are hereby made a part of this Agreement. However, 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.

H. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant 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 Kent. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(title)</i></p> <p>DATE: _____</p>	<p>CITY OF KENT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Suzette Cooke</u></p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT:</p> <p>Chris Soncarty ICF Jones & Stokes, Inc. 1108 11th St., Suite 301 Bellingham, WA 98225</p> <p>(360) 255-2920 (telephone)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF KENT:</p> <p>Timothy J. LaPorte, P.E. City of Kent 220 Fourth Avenue South Kent, WA 98032</p> <p>(253) 856-5500 (telephone) (253) 856-6500 (facsimile)</p>
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	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kent Law Department</p>
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ICF Jones & Stokes - Mill Crk Reestab/Hallock

DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

**CITY OF KENT
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

**CITY OF KENT
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
Company, hereby acknowledge and declare that the before-mentioned company was the prime contractor for the Agreement known as _____ that was entered into on the _____ (date), between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____
For: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF WORK

**City of Kent
Mill Creek Reestablishment Project
SEPA Environmental Impact Statement
Scope of Work**

INTRODUCTION

This scope of work outlines the tasks to be completed by ICF Jones & Stokes, Inc. (ICF) in preparation of the State Environmental Policy Act (SEPA) Draft and Final Environmental Impact Statement (EIS) for the City of Kent (CITY) Mill Creek Reestablishment Project (project). ICF has followed guidance for the approach and content of a SEPA EIS provided by:

- SEPA policies and procedures, as set forth in the State of Washington Administrative Code (WAC) 197-11-960.
- City of Kent SEPA policies and procedures as set forth in Kent Municipal Code 11.03.

Currently, flows in Mill Creek result in seasonal flooding within the City of Kent along the Mill Creek channel between South 267th Street at the upstream end and South 204th Street at the downstream end (study area) due to substantial sediment deposition within the stream channel. It is anticipated that the Mill Creek Reestablishment Project EIS would evaluate alternative methods, locations, and schedule for managing sediment deposition in the portion of the stream channel within the study area.

The CITY has selected ICF Jones & Stokes, Inc. (ICF) as consultant to manage and prepare environmental documentation for the Mill Creek Reestablishment Project. This scope of work sets forth the approach for the management/administration of the project, alternatives analysis, public scoping/involvement support, technical analysis for the development of the Draft EIS, public review of the Draft EIS, response to public comments on the Draft EIS, and preparation of the Final EIS based on the information available to ICF at the time of scope preparation.

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 – Project Management and Coordination

Consistent with CITY requirements, ICF shall prepare monthly progress reports identifying work completed during the invoicing period, invoicing period hours, period labor costs, period direct expenses, status of Tasks, and, if Tasks are behind schedule and/or over budget, how the ICF shall address these issues and bring them back into compliance with the contract. The progress reports will also identify any outstanding issues or foreseeable issues that are of concern.

The ICF project manager, deputy project manager, project director, and financial administrative assistant will be responsible for administering the contract, scheduling resources, handling team communication (both internally and with the CITY), responding to requests for information, preparing invoices, tracking budget, and related project management and administrative tasks.

SCOPE OF WORK (CONTINUED)

In addition to project management, this task also includes up to 80 hours of coordination time between the CITY and ICF project manager and/or deputy project manager across the anticipated 22 month duration of the project.

Deliverables

- Monthly progress reports and invoices and related budget coordination by email or phone.

Assumptions

- The CITY will lead the permitting process, including internal City of Kent planning department coordination.
- Scope assumes up to 1 hour per month for the project manager and 0.5 hour per month for the financial assistant will be required over a 22 month duration to comply with CITY invoicing requirements. The ICF Project Director will be available for four hours as needed to support the Project Manager with project budget, schedule and management.
- ICF Project Manager and Deputy Project Manager will be available for up to 40 hours each for internal, client, and Agency/Tribe coordination over the duration of the project. ICF may also coordinate with other consultants that may be working on other elements of the project as needed and requested by the CITY.
- This scope does not include ICF preparing permit applications or obtaining any permits on behalf of the CITY

TASK 1.2 – Client Kick-Off Meeting

ICF project manager, deputy project manager, project engineer and senior wetland biologist will prepare for and participate in a project kick-off meeting with the CITY. The CITY will provide ICF with any project relevant existing information, literature, studies, documents, designs, and general information for ICF review in advance of the meeting. Any meeting notes the CITY has from the Pre-Application meeting the CITY had with the U.S. Army Corps of Engineers, Washington Department of Fish and Wildlife, Washington Department of Ecology (Agencies) and the Muckleshoot Indian Tribe (Tribe) will be provided to ICF for review.

The meeting will also focus on developing the Project Objectives, defining the No Action Alternative, and developing up to three preliminary action alternatives that would potentially be evaluated in the DEIS.

It is assumed that the project objectives would generally be consistent with, but may not limited to the following elements and that the alternatives to be developed by the CITY and ICF and evaluated in the EIS would meet the project objectives to various degrees:

- Reduce flooding for those portions of the City of Kent within the Mill Creek Subbasin
- Avoid and minimize the need for dredging and channel maintenance in the future, post project
- Reduce channel erosion within those portions of Mill Creek within the study area

SCOPE OF WORK (CONTINUED)

- Improve habitat conditions for fish and wildlife, particularly juvenile salmonids
- Avoid and minimize impacts to wetlands and wetland buffers
- Enhance wetland functions within the project footprint to reduce the need for compensatory mitigation

Deliverables

- Draft and Final Project Objectives
- Written Description of preliminary thoughts on Conceptual Alternatives

Assumptions

- CITY will provide ICF with all relevant project information prior to the kick-off meeting to the extent possible
- Up to 2 hours are included for the Project Manager and Deputy PM and Project Engineer to review relevant project information prior to the kick-off meeting.
- The kick-off meeting will be held in the City of Kent and will encompass up to 4 hours for the Project Manager, Deputy Project Manager and Project Engineer, including travel to and from ICF's Seattle office
- ICF will prepare the meeting agenda, a draft and final summary of the project objectives and description of conceptual alternatives, with an estimated level of effort of 2 hours for both the Project Manager and Deputy Project Manager and 1 hour by the Project Engineer
- CITY will provide one round of electronic compiled comments in track changes to ICF on the draft deliverables for incorporation by ICF into final deliverables

TASK 1.3 – Internal Team Meetings

ICF will hold up to three internal team meetings at the beginning of each key phase of the project. One internal team meeting will be held for the following tasks:

- Task 2 – Develop Preliminary Alternatives
- Task 3 – Public Scoping and Outreach
- Task 5 – Development of Draft and Final EISs

These meetings will be used to outline the project schedule, expectations, deliverables, scope and budget and provide for questions and answers with technical staff. Having three discrete internal team meetings will allow the meetings to be focused, limited in scope and relevant to the tasks at hand.

Deliverables

- None

Assumptions

- Internal meetings will be limited to two hours each.

SCOPE OF WORK (CONTINUED)

- An agenda will be provided for each internal team meeting, requiring up to 1 hour for the Project Manager for each meeting
- Materials relevant to each meeting will be prepared and printed for hand-out as appropriate. Will require up to 1 hour for the Project Manager and up to 2 hours for each meeting for the Administrative Assistant

TASK 1.4 – Records/Administrative Record Management

ICF will adhere to Administrative Records Protocol related to maintaining correspondence, meeting minutes, drawings, reports, and other documents received and generated over the course of the project. This information shall be maintained to facilitate retrieval in accordance with the Washington State Public Disclosure Act (RCW 42.56).

All information related to the EIS process will be maintained by ICF, including all documents cited, phone conversations/personal communications, email and other records considered part of the administrative record. This is limited to information that supports the findings, conclusions and recommendations of ICF's reports, including hydrologic and hydraulic modeling and methodology for the modeling.

Deliverables

- None

Assumptions

- All files and documents will be hosted on ICF's internal, secure computer system during the EIS preparation process. ICF will retain these files and documents for up to one year following completion of the Final EIS.

TASK 2 – DEVELOP PRELIMINARY ALTERNATIVES

This task is focused on developing the alternatives to be considered in the EIS to meet the Agencies and Tribe's request for a robust alternatives analysis as part of the SEPA EIS. Prior to the start of Task 2, written notice to proceed from the City shall be obtained by ICF.

TASK 2.1 – DEVELOP PROJECT OBJECTIVES AND REASONABLE RANGE OF ALTERNATIVES

ICF will finalize the project objectives and reasonable range of alternatives based on the outcome of Task 1.2 and input from the CITY. ICF will work with the CITY to develop three project alternatives that represent a reasonable range of action alternatives that would be consistent with the project objectives. The alternatives will be limited in area to the existing right-of-way along Mill Creek and other properties that are owned by the CITY, or that the CITY may be considering purchasing in support of the project within the study area, either for mitigation or to provide other project related elements (i.e., sediment traps, increased stormwater storage).

In general the study area to be considered in developing the reasonable range of alternatives will include an area along the Mill Creek channel between South 267th Street at the upstream end and South 204th Street at the downstream end.

SCOPE OF WORK (CONTINUED)

Each alternative will only be developed to a conceptual level of detail, intended for discussion purposes with the CITY. The level of detail will provide a general description of each alternative and how each alternative would achieve the project objectives. Figures showing possible locations for specific elements/features of each alternative will be included to assist the written description. The level of detail will include typical design sketches and figures for elements/features of each alternative (e.g., typical configurations of sediment traps, floodplain benches, and possible erosion control measures). ICF will provide the CITY with written descriptions and figures depicting Draft Conceptual Alternatives. The CITY will provide ICF with consolidated comments on the Draft Conceptual Alternatives which ICF will address and to prepare for discussion with the Agencies/Tribe (Task 2.2).

ICF will coordinate with the CITY to develop the No Action Alternative. Under SEPA the No Action Alternative is defined as what would be most likely to happen if the proposal did not occur. The CITY will provide ICF with some of the elements that should be considered as part of the No Action Alternative.

Deliverables

- Draft Objectives and Conceptual Alternatives Summary for discussion with Agencies/Tribes (Task 2.2) (electronic copy)

Assumptions

- The CITY will provide ICF with construction related information associated with the Draft Conceptual Alternatives developed by ICF, such as construction sequencing, construction access, construction equipment types/quantities needed for construction, fish exclusion/removal techniques, dewatering techniques (if necessary), water quality control, transport and disposal of dredged materials, and possible mitigation options for unavoidable impacts.
- The CITY will provide consolidated comments on the Draft Summary. Conflicting comments will be resolved by the CITY prior to submitting comments to ICF
- It is assumed that the three Action Alternatives will consider other actions that may achieve the Project Objectives in addition to dredging the channel. These actions could include the use of sediment traps within Mill Creek, up to complex channel cross sections that may include “floodplain benches” and off-channel habitat features to provide increased storage capacity and habitat complexity within the system.
- ICF will develop up to three Draft Conceptual Alternatives consistent with the project objectives, plus the No Action Alternative; one round of consolidated CITY comments.
- The No Action Alternative will include a description of what would be reasonably expected to occur if the proposed project did not occur. The CITY will help ICF frame this alternative and provide reasonable considerations that must be defensible.
- The ICF project manager, deputy project manager, wetland biologist and hydraulic engineer will be available for one in-person meeting of up to four hours to discuss and draft the Draft Conceptual Alternatives with the CITY

TASK 2.2 – COORDINATE WITH AGENCIES/TRIBE ON ALTERNATIVES

Once the Final Conceptual Alternatives have been developed, ICF will support the CITY during coordination with the Agencies and Tribe. It is expected that an in-person meeting will be needed with the Agencies and Tribe to discuss the Final Conceptual Alternatives and how each alternative would meet the project objectives.

SCOPE OF WORK (CONTINUED)

Deliverables

- Draft Meeting Summary (electronic copy)
- Final Meeting Summary (electronic copy)

Assumptions

- The CITY will initiate and lead the coordination effort with the Agencies and Tribe. ICF will provide support during in-person meetings with the Agencies and Tribe
- In-person coordination meeting(s) will require up to 4 hours including travel. ICF project manager or deputy project manager, wetland biologist and hydraulic engineer will be available to participate
- ICF will support the coordination by preparing meeting agenda, hard copies of a figure illustrating the location and components of the 3 action alternatives, and participating in discussions regarding project objectives and conceptual alternatives
- The Final Meeting Summary will outline the Agency/Tribe feedback during the meeting, with emphasis on comments from the Agencies/Tribe on the Final Conceptual Alternatives. This feedback will be used to revise the conceptual alternatives in Task 2.3, below

TASK 2.3 – REVISE AND FINALIZE ALTERNATIVES BASED ON AGENCY/TRIBE FEEDBACK

The Final Meeting Summary (Task 2.2 Deliverable, above) will outline the feedback received from the Agencies and Tribe and the revisions/updates the Agencies and Tribe would like to see incorporated into the Draft Project Objectives and Conceptual Alternatives. The CITY will provide ICF direction regarding which revisions/updates to the project objectives and alternatives ICF is to carry forward and address under this task. ICF will work to revise the Final Project Objectives and Conceptual Alternatives Summary based on Agency/Tribe feedback and direction from the CITY. The CITY and ICF will work together to present the rationale outlining reasons feedback received from the Agencies/Tribe cannot be addressed or incorporated into the Final Project Objectives and/or Conceptual Alternatives.

The Final Project Objectives and Conceptual Alternatives will be carried forward for consideration within the Draft and Final EIS

Deliverables

- Final Objectives and Conceptual Alternatives Summary (electronic copy)

Revised Deliverable.

Assumptions

- CITY to direct ICF on specific Agency/Tribe feedback to address and incorporate into the Final Alternative Concepts
- CITY will provide detailed information on the 19 culverts within the study area. Detailed culvert information will include diameter, inlet and outlet inverts, and culvert length.
- No new analysis, beyond what is outlined in Task 2.4, below, will be required to evaluate Agencies/Tribe revisions/updates carried forward to develop the Final Alternative Concepts
- Agencies/Tribe may request minor revisions to the Final Concept Alternatives or a combination of the Final Concept Alternatives that may result in a modified written description and figure for the Final Alternative Concepts, which could require up to 8 hours for the Project Manager and Hydraulic

SCOPE OF WORK (CONTINUED)

Engineer. The Agencies/Tribe will not request any new or additional alternative concepts beyond those previously considered within the Draft Alternative Concepts

- The CITY will initiate and lead the coordination effort with the Agencies and Tribe. ICF will provide support during in-person meetings with the Agencies and Tribe

TASK 2.4 – EVALUATE ALTERNATIVES

Each Alternative, once revised to address Agencies/Tribe comments, will be evaluated relative to the Final Project Objectives and additional screening criteria, which will include the following considerations that are consistent with the 404(b)(1) guidance, and will meet the robust evaluation of alternatives required by the Corps for their internal process:

- Cost (cost will include justification related to any cap on overall project cost)
- Logistics (e.g., ability to schedule, stage, access site, and conduct necessary sequence of activities to complete the action)
- Technologies (consideration of feasible technologies that could also meet project objectives)
- Environmental Impact, including wetland/stream and wetland/stream buffer impacts

The evaluation of the alternatives relative to these criteria will be limited to the following elements: hydrologic and hydraulic analysis, quantitative comparison of wetland/buffer impacts, channel and streambank erosion within the canyon downstream of South/Southeast 267th Street, sediment transport, and qualitative evaluation of potential impacts and improvements to fish habitat. These elements will later be considered as part of the SEPA elements required in the EIS as part of Task 4.3, below.

The evaluation of alternatives will be consistent with the Internal Analysis Guidance document provided by the Army Corps of Engineers to the CITY.

This task will allow ICF to complete an initial evaluation of the Final Conceptual Alternatives, or the Robust Alternatives Analysis requested by the CITY, in a meaningful way that can be carried forward in the SEPA EIS, Task 4.

Deliverables

- Draft Alternatives Analysis Report (electronic copy)
- Final Alternatives Analysis Report (electronic copy)

Assumptions

- The hydrologic and hydraulic model will be completed to determine the flow capacity of the channel
- The Sediment Study for the Mill Creek Reestablishment Project prepared by AMEC (2015) will be used to provide the rationale for the sizing of any sediment traps that may be considered an option for one or more alternatives that may be evaluated. ICF will not perform any sediment analysis as part of the evaluation of alternatives.
- ICF will develop up to three graphics to help depict each alternative within the Alternatives Analysis Report.

SCOPE OF WORK (CONTINUED)

- The quantitative comparison of wetland and wetland buffer impacts will be based on the wetland boundaries as delineated by Shannon & Wilson (2016). ICF will not perform any wetland delineations as part of this scope of work
- CITY will provide a construction cost estimates necessary for the Final Alternative Concepts
- The CITY will provide ICF with electronic files, in AutoCAD Civil 3D 2014 or newer format, of the delineated wetland and OHWL boundaries, as well as the wetland and stream buffer boundaries.
- The CITY will provide ICF with electronic text file of the survey points of channel cross-sections collected within the Study Area.

TASK 3 – PUBLIC SCOPING AND OUTREACH SUPPORT

The CITY will take the lead on all public scoping and outreach. ICF will support the CITY throughout the process, as outlined below. Prior to the start of Task 3, written notice to proceed from the City shall be obtained by ICF.

TASK 3.1 –Scoping Meeting Support

A 30-day public scoping period will begin following release of the Determination of Significance by the CITY. The CITY will arranged all facilities and coordinate logistics for one scoping meeting in Kent. It is anticipated that the meeting will last up to three hours. The location of the meeting will be determined by the CITY. The meeting will be an open house format, lasting up to three hours.

The ICF project manager or deputy project manager will be available to attend the public meeting and participate in greeting, discussing the project with the public, and answering questions in an open house format.

The CITY will be responsible for scheduling the public meeting; obtaining the meeting venue; arranging security; facilitating the meeting; and preparing and publishing the meeting notice.

Deliverables

- None - The CITY will be responsible for providing a list of participants and meeting summaries for incorporation into the Draft and Final EIS.

Assumptions

- CITY shall be responsible for preparing and processing the Determination of Significance after Task 2.4 is completed, which will initiate the Public Scoping process.
- CITY will provide staff to facilitate the public meeting.
- ICF Project Manager or Deputy Project Manager will be available for up to 5 hours to prepare for, travel to/from, and participate in the public scoping meeting.
- Public scoping will be for 30 days. One public meeting will be held, during the 30 day public scoping period
- The CITY will be responsible for public notification, scheduling the Public Scoping Meeting, obtaining meeting venue, and preparing and publishing meeting location.
- Written public comments will be accepted at the scoping meeting. It is assumed the CITY will not provide the opportunity for oral comments to be recorded at the meetings.

SCOPE OF WORK (CONTINUED)

- CITY will be responsible for collecting all public comments and will provide all public comment to ICF in electronic format (i.e., searchable pdf or WORD format).

TASK 3.2 – Scoping Comment Management

ICF will use a structured software (i.e., MS Excel) to catalog and track public scoping comments received electronically from the CITY. ICF will develop, implement and manage a process for collecting, tracking, processing, posting, and analyzing public comments provided by the CITY.

Deliverables

- List of unique comment quotes sorted by SEPA resource areas for use in DEIS preparation

Assumptions

- CITY will collect all public scoping comments and provide to ICF in electronic format, such as searchable pdf or word document
- Up to 50 public comment submissions will be received at the scoping meeting
- The 50 public comment submissions will have up to 150 individual/unique comments (i.e. average of 3 unique comments per submission)
- ICF will create a file system and save/catalogue all public comments received by the CITY.
- Create electronic file folder and submission-naming system to save/catalogue all public comments per method submitted, and per type of commenter (i.e., citizen, agency, organization).
- Review each submission to categorize as unique letter vs. form letter and substantive vs. non-substantive and determine number of comments and classify or “bracket” each comment based on a set of topics.
- Track each comment and associated bracket code in spreadsheet.
- If more than 50 submissions are received, or their content/format is substantially different than assumptions presented in this scope of work, this scope and budget may be modified to reflect the additional effort related to processing an increased number of comments or format of comments.

TASK 3.3 – DEIS PUBLIC COMMENT PERIOD AND PUBLIC MEETING

A public comment period will begin following the release of the Draft EIS (Task 5) by the CITY. Public comment meeting will be held approximately midway through the comment period but not in the first 10 days or after the 20th day. The CITY will arrange facilities and coordinate logistics for one public comment meeting.

The CITY and ICF will staff the public comment meeting. ICF staff will be available to support the CITY during the public meeting. These ICF staff will be available to interact with the public and provide project information and answer project related questions in the open house area for the duration of the public meeting. The CITY will facilitate the public hearing portion of the meeting.

SCOPE OF WORK (CONTINUED)

The CITY shall be responsible for developing and enforcing ground rules for the Public Meeting.

The ICF Project Manager or Deputy Project Manager will be available for up to 2 hours of pre-meetings with the CITY to discuss the public meeting format, staff roles during the public meeting, and messaging, and general public process procedures.

Deliverables

- None

Assumptions

- CITY will be responsible for preparing and processing the Notice of Availability.
- The CITY will be responsible for scheduling the meeting, obtaining venue, arranging for security, and preparing and publishing the meeting notices.
- CITY will provide staff for meeting support for the public meeting. ICF staff will be available to support for the public meeting. For cost-estimating purposes, the public comment period is assumed to be 30 days.
- One public meeting will be held at the approximate midpoint in the public comment period.
- The meeting location will be selected and reserved by the CITY.
- The CITY will provide assistance for hearing impaired at the meeting, if needed.
- The CITY will provide a court report to record a written record of the public meeting
- The CITY will provide a written transcript of the public meeting to ICF (electronic word version)
- The CITY will develop and distribute the media advisories.
- CITY will provide language translation services as needed for public meeting.
- The meeting will be preceded by one preparation and planning session of up to two hours with the CITY and ICF Project Manager or Deputy Project Manager, and will cover orientation and public process procedures.
- The ICF Project Manager or Deputy Project Manager will be available for up to 5 hours to prepare for, travel to/from and participate in the public meeting.

TASK 3.4 – Draft EIS Public Comment Management

ICF will use a structured software (i.e., MS Excel) to catalog and track public comments. ICF will develop, implement, and manage a process for collecting, tracking, processing, posting, and analyzing public comments during the formal public comment period. Formal public comments will be collected by the CITY and provided to ICF electronically (i.e. searchable pdf or WORD format). ICF will sort comments by resource topic and prepare comment summaries.

Deliverables

- Computer-generated list of unique comments sorted by SEPA resource areas

SCOPE OF WORK (CONTINUED)

Assumptions

- The CITY will provide ICF with all comments received on the Draft EIS in electronic format (i.e., searchable pdf or WORD format).
- ICF shall assign each submission a unique identifying submission number and will enter and maintain the comments in the Excel file.
- ICF shall identify and track duplicate comments and distinguish these submittals from unique public comments. Unique comments will be organized, analyzed, and summarized by SEPA resource area.
- Up to 50 public comment submissions will be received, including hard copy comments received at the two public meetings: oral testimony, postcards, comment forms, and any other format, comments submitted via the web, comments mailed directly to ICF, or from comments submitted via the co-lead agencies
- The 50 public comment submissions will have up to 150 unique comments (i.e. an average of 3 unique comments per submission)
- Every unique comment will be input into Excel.
- Only one example of electronic or hard copy mass mailing letters will be input into Excel. Hard copy form letter comments will be manually sorted, and unique comments added to form letters will be uploaded to Excel.
- A computer-generated list of comments by SEPA resource area will be provided to the CITY within six weeks of the closing of the public comment period. This document will list all unique comments by SEPA resource areas.
- If the content/format of submissions is substantially different than assumptions presented in this scope of work, this scope, schedule, and budget will be modified to reflect the additional efforts related to processing an increased number of comments.

TASK 4 – DATA REVIEW, COLLECTION AND ANALYSIS

ICF will collect and review existing, publicly available information and data from various sources. The CITY will provide ICF with information and data relevant to the project that may not be publicly available. The information provided by the CITY may not be project specific, but provides information relevant to the project, such as reports for other projects within the study area that would be beneficial in defining the existing conditions, evaluating potential alternatives, or analyzing potential impacts.

ICF will use the information and data gathered, including information gathered during the site visits to prepare Technical Reports that will form appendices of the EIS. Prior to the start of Task 4, written notice to proceed from the City shall be obtained by ICF.

TASK 4.1 DATA COLLECTION AND FIELD REVIEW

ICF will search and gather existing information from various sources, including: libraries; local, state and federal agencies; tribal sources; the internet; and the CITY. The information gathered will be reviewed and used to define the existing conditions, evaluate potential effects of the project and support any conclusions presented in the technical reports to be prepared as part of Task 4.3, below.

SCOPE OF WORK (CONTINUED)

A site inspection will be performed to familiarize ICF technical staff with the project site conditions. The site inspection will allow technical staff to observe and document existing conditions within the study area. Five ICF staff will be present during the site inspection across the following environmental considerations:

- Wildlife, Rare Plants, and Habitats
- Rivers and Streams (wetland conditions will also be observed for consistency with City's existing delineation information)
- Parks and Recreation Areas
- Noise
- Visual Quality, and
- Social Effects and Environmental Justice

Prior to conducting the site inspection, the ICF staff who will be part of the site inspection team will participate in a two-hour meeting to discuss the site inspection, outline objectives for the site inspections, go over access, and outline specific information that must be obtained during the site inspection for the various environmental considerations outlined above.

The CITY will obtain permission for ICF staff to access the Mill Creek corridor within the study area, between South 276th Street and South 204th Street. The CITY will inform ICF of any and all areas where access is not permitted.

Deliverables

- None; data will be incorporated into Task 4.2

Assumptions

- Up to two hours for a pre-site inspection meeting, for 5 ICF staff to participate and discuss the objectives of the site inspection.
- ICF and the CITY will coordinate on the date of the site inspection, so the CITY can coordinate with landowners as necessary
- The CITY will coordinate with landowners within the study area and inform the landowners of ICF staff presence in the study area to conduct site inspection
- CITY will be responsible for obtaining permission from landowners for ICF staff to enter private property as necessary to perform the site inspection within the study area
- CITY will inform ICF of all properties where permission to access has granted, and ICF will only enter the private properties the City had identified as allowable.
- CITY will provide ICF with electronic files in AutoCAD Civil 3D 2014 or newer that identify and show the location of all above ground and below ground utilities within the study area. Information will indicate the height above ground for above ground utilities and depth below ground for below ground utilities for the purposes of considering potential alternatives.
- CITY will collect channel cross-sections sufficient for ICF to run the Hydraulic model. Should additional cross-sections be required, the CITY will be responsible for collecting those cross-sections. Delays in collecting the cross-sections could affect schedule. Cross section data shall be collected on

SCOPE OF WORK (CONTINUED)

a common horizontal and vertical datum to allow integration of the new survey data with previously collected survey data.

- Up to 8 hours will be provided to up to 5 staff to collect relevant information for the various resource areas and conduct the field review.
- The CITY will provide ICF with a Cultural Resources Technical Report.

TASK 4.2 PREPARE TECHNICAL REPORTS

The following technical reports will be prepared for the project. Each technical report is reflected as a line item on the attached cost estimate, to assess the anticipated level of effort.

As part of this task, ICF will prepare a project description that describes the preferred alternative, including design and construction. The project description will include up to three figures, including study area and vicinity map. The project description will rely on a bullet list describing elements of the project, to help the reader understand the full scope and intent of the project, including the project objectives and how the project meets or achieves the project objectives. The project description will be included as part of each Technical Report.

Technical Reports

Technical reports will be prepared by ICF. The level of detail and analysis provided in the Technical Reports will be “right sized” to the project and the potential effects of the project on the environmental considerations outlined below. The Technical Reports will be prepared to meet the criteria and level of detail required by SEPA. Based on the current understanding of the project, input from the CITY and understanding of the Agencies/Tribe concern with the project, the following draft and final technical reports will be prepared for the project:

- Water
- Plants and Animals (Fish, Wildlife and Habitat)

Draft Technical Reports will be submitted electronically to the CITY for review and comment. The CITY will provide one consolidated set of comments back to ICF and ICF will incorporate the comments and submit Draft Final Technical Reports to the CITY for review. The revised technical reports will constitute the Final Technical Reports, and will be used as the basis for, and likely appear as appendices to the EIS.

Deliverables

- Draft Technical Reports (electronic copy)
- Final Technical Reports (electronic copy)

Assumptions

- ICF will collect and review existing information from publicly available sources, as well as information provided by the CITY relevant to the project and project study area. This information will be used to characterize and define the existing conditions within the study area for the various bulleted above under Task 4.3.

SCOPE OF WORK (CONTINUED)

- Technical Reports will be based on existing and available information, and observations documented during the site visits to define and describe the existing conditions for each discipline. ICF will not need to collect any additional field data or information beyond that scoped herein in order to prepare the Technical Reports
- The CITY will provide ICF with description of project construction that includes the types of equipment that are anticipated to be required for construction, construction duration, staging of construction equipment, disposal of dredged materials, etc.
- The CITY will provide ICF with any and all information that may be relevant to the project and support the preparation of the Technical Reports identified above
- ICF will prepare the Project Description that will describe the Preferred Alternative. The Project Description will be used in each of the Technical Reports.
- ICF will develop all figures for the Technical Reports.

TASK 5 – DEVELOPMENT OF DRAFT AND FINAL EIS

ICF will develop an Administrative Draft EIS for the proposed project for CITY review. Following the CITY's review, a Draft EIS will be prepared and released for public review and comment. Following public review and addressing public comments, a Final EIS will be prepared and released. Prior to the start of Task 5, written notice to proceed from the City shall be obtained by ICF.

TASK 5.1 – FINAL ALTERNATIVES DEVELOPMENT

The Draft and Final EIS will include a No-Action Alternative and a Proposed Action Alternative unique to the project. ICF will develop a description of the Proposed Action and project objectives in coordination with the CITY. Information will be taken from Task 2, above.

The Draft and Final EIS will also include descriptions for the alternatives considered but rejected. Included in the discussion will be alternatives considered and rejected, as appropriate. The alternatives chapter will be written in a reader-friendly manner for insertion directly into the Draft EIS, as appropriate.

Graphics will be developed based on material developed by ICF under Task 3. ICF will prepare other graphics, such as vicinity maps and explanatory graphics, as necessary.

ICF will work with the CITY to refine the No-Action Alternative and the Proposed Action Alternative from what was developed previously under Task 2.1, based on public comments received under Task 3 and what, if any, future projects, improvements, or regulatory frameworks may be reasonable to consider under this scenario. ICF will work with the CITY to identify the operational timeframe for the No-Action Alternative. The CITY will provide ICF with a decision of the preferred alternative to be considered the Proposed Action in the Draft and Final EIS.

A draft Alternatives chapter will then be provided to the CITY for review. Upon receiving comments from the CITY, ICF will update the sections and insert them into the Administrative Draft EIS document.

Deliverables

- Draft and Final EIS Alternatives Chapter (electronic copy)

SCOPE OF WORK (CONTINUED)

Assumptions

- The No-Action Alternative will include projected changes in land-use and development within the study area.
- The CITY will provide ICF with as much information on project timing, phasing, and construction methods and equipment for the action alternatives as can be reasonably predicted at this point in the project.
- One round of consolidated review and comment in track changes by the City.

TASK 5.2 – PREPARE ADMINISTRATIVE DRAFT EIS

ICF will prepare an Administrative Draft EIS to address SEPA regulatory requirements and other state and local regulatory requirements; to summarize key findings from the technical analyses; and to include critical technical data (for appendices). The Administrative Draft EIS will be prepared for CITY review prior to publication.

The following outline will be followed for the Administrative Draft EIS, but may be modified as document development moves forward.

Document Front, Back, and Inside Cover. The document cover and inside cover will provide the title of the proposed action alternative, where it is located, the type of document, date, and appropriate CITY agency logo and name.

Fact Sheet. A Fact Sheet will be prepared that provides the project title and description; name and address of CITY as Lead Agency and the responsible official; contact persons; list of permits and approvals; authors and principal contributors; date of issue of the Draft EIS; date the Draft EIS comments are due; public meetings; agency action and projected date of action; and Draft EIS availability.

Summary. The Summary will summarize the contents of the Draft EIS, including the major conclusions, areas of controversy (including issues raised by agencies and the public during scoping), and issues to be resolved (including the choice among alternatives). The summary will list local, state, and federal permits, licenses, and other entitlements that may be required. The summary will also include a listing of any significant adverse impacts that cannot be mitigated, should any be identified.

Table of Contents

Abbreviations and Acronyms

Chapter 1: Proposed Action. Subtask 5.1 provides the basis for this chapter. Following review of that submittal, the chapter will be revised and formatted as part of the EIS.

Chapter 2: Alternatives. This chapter will describe the proposed action alternative and objectives, as well as the No-Action Alternative. For alternatives considered but rejected, a brief discussion regarding their elimination will also be included. Project construction methods and phasing will be discussed in this chapter, as well as any future maintenance that may be determined to be necessary.

Chapter 3: Existing Conditions, Project Impacts, and Mitigation Measures. Each section of this chapter will be organized by environmental resource as presented in Task 4.3. Each section will begin by describing the study area and succinctly describing the existing conditions of the study area. This chapter will also present the approaches and methods used for analyses and will describe the potential environmental impacts and proposed mitigation measures for the Proposed Action.

SCOPE OF WORK (CONTINUED)

Appendices. Technical reports will likely be included in a separate volume of appendices. Discussion with the CITY will determine if all technical reports will be included. At a minimum, supporting technical information that may be critical to understanding the conclusions in the documents will be included in the appendices.

Deliverables

- Clean Word files delivered electronically and compiled PDFs of figures (electronic copy)

Assumptions

- The CITY will coordinate their review of the Administrative Draft EIS and provide ICF with one round of consolidated edits and comments in track changes.
- The CITY will have 30 days to review the Administrative Draft EIS and provide ICF with comments.
- ICF will summarize the Wetland Delineation Report prepared by Shannon & Wilson for the project for the Draft and Final EIS. Figures within the Wetlands Delineation Report will be used as necessary. ICF may develop new/additional figures as necessary to quantify the wetland impacts resulting from the project.
- ICF will summarize the Cultural Resources Technical Report for the Draft and Final EIS. Figures within the Cultural Resources Technical Report will be used as necessary. ICF will not develop new/additional figures for the Cultural/Historic Resources Section of the Draft or Final EIS.
- Comments will not result in new data collection, areas of analyses, or new modeling efforts.

TASK 5.3 –PREPARE DRAFT EIS

Following compilation and submittal of comments from the CITY, ICF will review and respond to CITY comments on the Administrative Draft EIS. ICF will update the Administrative Draft EIS for a second review and approval by the CITY for publishing as the Draft EIS for public comment. The Draft EIS will undergo ICF's internal quality control. ICF's publications team will ensure the documents are easy to read, visually simple, and concise.

Certain resource areas will not require preparation of a technical report because the project is not expected to have a significant or adverse impact. For these resource areas, the existing conditions and potential impacts will be presented in the Draft and Final EIS, with no supporting technical reports provided. These resource areas include the following:

- Earth
- Air and Noise
- Energy and Natural Resources
- Environmental Health
- Land and Shoreline Use
- Housing
- Light and Glare, Aesthetics

SCOPE OF WORK (CONTINUED)

- Recreation
- Transportation
- Public Services and Utilities
- Wetlands
- Cultural and Historic Resources and Preservation

For wetlands, the CITY has provided ICF with the Wetlands Report prepared by Shannon & Wilson. ICF will summarize this report in the Draft and Final EIS and will use this report and the delineated wetland boundaries to quantify the impacts to wetlands. ICF will not identify the wetland mitigation, but will clarify within the Draft and Final EIS that wetland impacts will be mitigated as required by federal, state and local regulations.

For Historic and Cultural Resources, the CITY will provide ICF with a Cultural Resources Technical Report to be prepared by another consultant (not ICF) in support of the Project. The Cultural Resources Technical Report will be summarized by ICF in the Draft and Final EIS and included as supporting documentation to the Draft and Final EIS. No archaeological or historic architecture surveys or records searches will be performed by ICF. No site visits will be necessary in support of Cultural and Historic Resources.

Revised Draft Administrative EIS

Upon initial review by the CITY, ICF will update the Administrative Draft EIS per CITY comments and provide an interim deliverable for a second review by the CITY. This review will not result in the need for ICF to perform any new or additional analysis or field work.

Print Check Draft EIS

Upon review and approval of the Revised Administrative Draft EIS by the CITY, ICF will move forward with preparation of the Print Check Draft EIS for the CITY review (page-turn/print check review). The CITY will meet with ICF in the ICF Seattle office to review any final comments and edits, as necessary.

Deliverables

- Clean Word files delivered electronically and compiled PDFs of figures of the Revised Administrative Draft EIS
- Clean Word files and compiled PDFs of figures of the Print Check Draft EIS (hard-copy to be reviewed in ICF Seattle Office)

Assumptions

- The CITY will be available to meet in the ICF Seattle office to do the page-turn review. Page-turn review will be done in hard copy and require up to one 8-hour day for the Project Manager or Deputy Project Manager and lead editor working in conjunction with CITY staff.

TASK 5.4 – PRODUCE DRAFT EIS FOR PUBLIC REVIEW

Upon approval from the CITY, ICF shall create PDF files as well as burning files to DVDs for the CITY's use in publishing the DEIS for public review.

SCOPE OF WORK (CONTINUED)

Deliverables

- PDFs for the CITY:
 - Compiled PDF of entire Draft EIS without appendices
 - Compiled PDF of all appendices
 - Individual PDFs for each chapter of the Draft EIS
 - Individual PDFs for each appendix
 - 5 hard copies of the Draft EIS with appendices
 - 25 discs/DVDs containing the Draft EIS and appendices in PDF format

Assumptions

- This scope of work and budget will be amended to include the expense and labor related to additional Draft EIS production beyond the 5 hard copies and 25 discs/DVDs outlined above
- ICF will deliver the hard copy documents and discs/DVDs to the CITY via Fed Ex
- The CITY will be responsible for announcing and distributing hard copy documents and discs/DVDs of the Draft EIS for 30-day Public Review.

TASK 5.5 – PREPARE RESPONSE TO PUBLIC COMMENTS

After public comments on the Draft EIS are received by the CITY, ICF will work with the CITY to develop an approach for responding to public comments and preparing the Draft Final EIS. Each unique comment and one example from mass mailings (if received) will be listed in the public comment summary and a response provided. Based on a review of the comments, additional work required to complete the Final EIS will be completed as needed (Task 5.7).

The ICF Project Manager or Deputy Project Manager and Public Comment Lead will participate in up to 4 hours of meetings with the CITY to review and develop the approach to address public comments received on the Draft EIS and to discuss revisions to the Draft EIS necessary to adequately address comments. ICF will then prepare comment summaries of key comment themes, master responses to key themes, and responses to all unique comments. ICF will work iteratively with the CITY to review and revise the master responses to unique comments prior to insertion in the Administrative Draft Final EIS. Upon receiving comments from the CITY on the master responses and responses to unique comments, ICF will update the responses to comments as necessary. Additional context or details may be necessary to provide within the Administrative Draft Final EIS but it is assumed that no new analysis will be required to respond to the public comments.

Deliverables

- ICF a summary of key comments (i.e., bulleted list of key comment themes) and will develop key comment summary narratives and corresponding master responses and provide to the CITY for review

Assumptions

- ICF Project Manager or Deputy Project Manager and Public Comment Lead will be available for up to 4 hours to meet with the City.

SCOPE OF WORK (CONTINUED)

- ICF will develop up to 10 Master Responses and up to 150 individual/unique comments, assuming up to 50 comment submissions are received.
- For cost estimating purposes, it is assumed that no more than 10 key comment themes and master responses will be needed for the Final EIS and that ICF will rely in part on master responses to address up to 150 individual/unique comments.

TASK 5.6 – PREPARE ADMINISTRATIVE FINAL EIS

ICF will prepare an Administrative Final EIS to address SEPA regulatory requirements and other state and local regulatory requirements; to respond to public comments on the Draft EIS; and to revise/update the Draft EIS as necessary.

For purposes of this scope of work, ICF assumes that the Administrative Final EIS will include a response-to-comments document and the entire updated/revised Draft EIS, which will become the Final EIS. The Administrative Final EIS will include the following.

- Draft EIS with updates or revisions addressing public comments and any revised federal and state requirements.
- A list of persons, agencies, and organizations commenting on the Draft EIS.
- Responses to unique comments and master responses to key comment themes.

It is assumed that no additional or new analysis will be required to address public comments or to revise the Draft EIS and other information to support the response to comments. If additional analysis is needed, ICF will work with the CITY to amend the scope of work, budget, and schedule as necessary to adequately respond to and address public comments that require additional analysis.

Once complete, the Administrative Final EIS will be provided to the CITY electronically.

Deliverables

- Administrative Final EIS including Appendices, Word files delivered electronically

Assumptions

- The CITY will coordinate their review of the Administrative Final EIS and provide ICF with one round of consolidated edits and comments in track changes.
- The CITY will have 30 days to review the Administrative Final EIS.
- ICFs response to CITY comments will be addressed in the same Administrative Final EIS files.

TASK 5.7 – PREPARE REVISED FINAL EIS

Following compilation and submittal of comments from the CITY, ICF will review and respond to comments on the Administrative Final EIS and produce the Revised Administrative Final EIS for review.

It is anticipated that a series of meetings, requiring up to 8 hours and attended by the Project Manager and Deputy Project Manager will be required to resolve any outstanding CITY concerns. Once comments are

SCOPE OF WORK (CONTINUED)

resolved, ICF will update the Revised Administrative Final EIS for publication. The Revised Administrative Final EIS will undergo ICFs internal quality control processes.

Print-Check Final EIS

Upon completion of the Revised Administrative Final EIS, ICF will move forward with preparation of the Print-Check Final EIS for the CITYs review (page-turn/print check review). The CITY will meet with ICF for the page-turn/print check review at the ICF Seattle Office to review any final comments and edits, as necessary.

Deliverables

- Revised Administrative Final EIS, Word files delivered electronically
- Compiled PDFs of Print Check Final EIS, delivered electronically

Assumptions

- The CITY will perform a final page-turn review in the ICF Seattle Office with ICF Project Manager, Deputy Project Manager, Editor(s) and any technical staff that may be required.
- The page-turn review is the CITY's final opportunity to request changes before ICF prepares the Final EIS for production.
- No further changes will be made to the Final EIS once the page-turn review is complete.

TASK 5.8 – PREPARE FINAL EIS

After completion of Task 5.7, ICF will prepare the Final EIS.

The CITY will prepare public notices and develop press releases as necessary.

Deliverables

- 5 hard copies of the Final EIS with DVDs of the Appendices and Response to Comments delivered to the CITY
- 25 DVDs containing PDFs of the Final EIS delivered to the CITY

Assumptions

- ICF will deliver hard copies and DVDs to the CITY by FedEx
- The CITY will be responsible for distributing the 5 hard copies as appropriate (i.e., libraries, CITY offices, etc.) and posting the Final EIS on the City's website if/as necessary.
- Public Comments and any attachments submitted in support of public comments on the Draft EIS will be provided in electronic format on DVDs and not reproduced in hard copy format for the Final EIS.

Table 1. Cost Estimate for City of Kent - Mill Creek Reestablishment Project SEPA EIS

Task	Employee Name	Consulting Staff																	Labor Total	Direct Expenses	Total Price		
		Project Role																					
		Project Director	Project Manager / Water and Fish	Deputy Project Manager / SEPA Lead / Welland Biologist	Project Engineer	Restoration Designer	Historic / Cultural Resources	Noise	Bull Environment Lead	Bull Environment Support	Air	Earth	SEPA Support / Public Comment Lead	Admin Assistant / Production	Editor	GIS Analyst	Graphics	Financial Assistant				Env Health Haz	
Mng Consult	Sr Consult III	Mng Consult	Sr Tech Analyst	Sr Consult II	Sr Consult I	Sr Consult III	Sr Consult II	Asst Consult	Sr Consult III	Sr Consult III	Sr Consult III	Sr Consult I	Assoc Consult I	Assoc Consult I	Sr Consult II	Assoc Consult III	Admin Tech	Sr Consult I					
Task 1-Project Management																					\$0.00		\$33,490
Task 1.1 Project Management and Coordination																					\$0.00		\$0.00
Monthly Invoicing		4	22																	11	\$5,307.44		\$5,307.44
Project Coordination (client and internal)		4	40	40																	\$13,016.87		\$13,016.87
Task 1.2 Client Kick-Off Meeting																					\$0.00		\$0.00
Review Existing Information Pre-Meeting			2	2	2																\$973.96		\$973.96
Participate in Client Kick-Off Meeting			4	4	4																\$1,947.93		\$1,947.93
Written Project Objectives, Conceptual Alternatives			2	2	1																\$736.26		\$736.26
Task 1.3 Internal Team Meetings																					\$0.00		\$0.00
Internal Meeting for Task 2			4		2																\$1,158.49		\$1,158.49
Internal Meeting for Task 3			2	4									2	2	2	2				2	\$1,304.02		\$1,304.02
Internal Meeting for Task 5			4	2	2	2	2	2	2	2	2	2	2	2	2	2	2			2	\$4,515.75		\$4,515.75
Task 1.4 Records/Administrative Record Management				4																	\$4,469.40		\$4,469.40
Task 2-Develop Preliminary Alternatives																					\$0.00		\$0.00
Task 2.1 Develop Project Objectives and Reasonable Range of Alternatives																					\$0.00		\$0.00
Alternative 1		2	8	8	24	20														8	\$10,216.44		\$10,216.44
Alternative 2		1	4	4	12	12														8	\$5,823.38		\$5,823.38
Alternative 3		1	4	4	12	8														4	\$5,392.37		\$5,392.37
No Action Alternative			6	2	6	6															\$3,470.85		\$3,470.85
Task 2.2 Coordinate with Agencies/Tribe on Alternatives			6	4	4																\$2,267.86		\$2,267.86
Task 2.3 Revise and Finalize Alternatives based on Agency/Tribe Feedback			8	8	8	8															\$4,757.90		\$4,757.90
Task 2.4 Evaluate Alternatives (consistent with 404b1 analysis; All Analysis Rpt.)																					\$0.00		\$0.00
Alternative 1		1	20	20	32	50														6	\$16,565.20		\$16,565.20
Alternative 2		1	16	16	24	40														5	\$14,747.36		\$14,747.36
Alternative 3		1	8	8	24	40														5	\$12,273.14		\$12,273.14
No Action Alternative		1	8	4	12	32															\$8,273.73		\$8,273.73
Task 3-Public Scoping and Outreach																					\$0.00		\$0.00
Task 3.1 Scoping Meeting Support																					\$799.84		\$799.84
Participate in Public Scoping Meetings			5																		\$0.00		\$0.00
Task 3.2 Scoping Comment Management																					\$4,886.78		\$4,886.78
Organize by Resource Area			4	8																	\$0.00		\$0.00
Task 3.3 DEIS Public Comment Period and Meetings																					\$799.84		\$799.84
Participate in Public Meetings			5																		\$0.00		\$0.00
Task 3.4 Draft EIS Public Comment Management																					\$4,886.78		\$4,886.78
Organize Public Comments by Resource Area			4	8																	\$0.00		\$0.00
Task 4-Data Review, Collection and Technical Analysis																					\$7,555.39		\$7,555.39
Task 4.1 Data Collection and Field Review			10	10	10																\$0.00		\$0.00
Task 4.2 Prepare Technical Reports																					\$0.00		\$0.00
Draft Technical Reports																					\$12,313.26		\$12,313.26
Water		3	4	24	24	40														16	\$13,080.42		\$13,080.42
Plants and Animals (Fish, Wildlife, and Habitat)		3	40	24																	\$0.00		\$0.00
Final Technical Reports																					\$3,747.03		\$3,747.03
Water		2	4	6	6															4	\$2,978.36		\$2,978.36
Plants and Animals (Fish, Wildlife, and Habitat)		4	8																	4	\$0.00		\$0.00
Task 5-Development of Draft and Final EIS																					\$5,223.56		\$5,223.56
Task 5.1 Final Alternatives Development		2	8	8	4															6	\$4,897.73		\$4,897.73
Task 5.2 Prepare Administrative Draft EIS			16	8																	\$6,589.79		\$6,589.79
Earth																					\$9,197.43		\$9,197.43
Air and Noise																					\$4,321.59		\$4,321.59
Energy and Natural Resources																					\$6,024.17		\$6,024.17
Environmental Health																				24	\$8,328.43		\$8,328.43
Land and Shoreline Use																					\$3,738.45		\$3,738.45
Housing																					\$6,794.54		\$6,794.54
Light and Glare, Aesthetics			16																		\$5,285.31		\$5,285.31
Recreation																					\$5,437.44		\$5,437.44
Transportation																					\$5,437.44		\$5,437.44
Public Services and Utilities																					\$6,714.37		\$6,714.37
Water																					\$6,032.88		\$6,032.88
Plants				24																	\$6,288.73		\$6,288.73
Animals (Fish and Wildlife)				24																	\$3,918.74		\$3,918.74
Historic and Cultural Resources/Preservation																					\$0.00		\$0.00
Task 5.3 Prepare Draft EIS		4	4	4	4	4	4	8	8	4	4	8	4	4	16	16	16			4	\$11,899.62		\$11,899.62
Revised Administrative Draft EIS																					\$5,166.71		\$5,166.71
Print-Check Draft EIS			8	8	1	1	1	8	8	1	1	1	1	1	24	40	8				\$8,805.11		\$8,805.11
Task 5.4 Produce Draft EIS for Public Review																					\$0.00		\$0.00
Task 5.5 Prepare Response to Public Comments																					\$1,044.52		\$1,044.52
Meetings to Discuss Public Comments and Approach to Responding																					\$10,702.07		\$10,702.07
Key comment themes and master responses for City review		2	8	16	8																\$20,884.46		\$20,884.46
Respond to Public Comments		2	16	16	16	4	8	12	12	4	4	24	12	24						4	\$0.00		\$0.00
Task 5.6 Prepare Administrative Final EIS																					\$12,590.07		\$12,590.07
Revise DEIS in response to Public Comments			4	4	8	4	4	8	8	2	4	24	24	24						4	\$5,117.57		\$5,117.57
Task 5.7 Prepare Revised Final EIS																					\$8,364.36		\$8,364.36
Task 5.8 Final EIS			8	8																	\$0.00		\$0.00
Total hours		46	374	302	273	267	32	54	136	75	30	40	180	274	324	30	206	11	36			\$36.91	
Direct Salary 2016		\$50.43	\$49.97	\$46.64	\$55.51	\$33.66	\$41.42	\$43.02	\$40.87	\$28.85	\$60.00	\$55.19	\$34.83	\$25.49	\$38.38	\$39.02	\$25.47	\$32.44	\$36.91				
Billing Rate = Direct Salary x 3.2013 Effective Multiplier		\$161.44	\$159.97	\$149.31	\$177.70	\$107.76	\$132.60	\$137.72	\$130.84	\$92.36	\$192.08	\$176.68	\$111.82	\$61.60	\$122.87	\$124.91	\$81.54	\$103.85	\$118.16				
Subtotals		\$7,426.31	\$59,828.39	\$45,091.21	\$48,513.24	\$26,770.79	\$4,243.13	\$7,436.88	\$17,793.85	\$6,926.81	\$5,762.34	\$7,007.19	\$20,127.85	\$22,358.71	\$39,808.55	\$3,747.44	\$16,706.64	\$1,142.35	\$4,480.08	\$347,331.77			
Direct Expenses																							\$1,000
523.02 Reproductions																							\$200
523.04 Postage and Delivery																							\$250
523.05 Travel, Auto, Incl. Mileage at current IRS rate (54/mile)																							\$100
523.06 GIS/CAD/MAC																							\$1,550
Direct expense subtotal																							\$1,550
Total																							

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANT SERVICES AGREEMENTS

Insurance

The Consultant 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 Consultant, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant 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 \$3,000,000 each occurrence, \$3,000,000 general aggregate.

EXHIBIT B (Continued)

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

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Consultant's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant 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 Consultant before commencement of the work.

F. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Consultant.

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TO: City Council

DATE: March 21, 2017

SUBJECT: Goods and Services Agreement with Western Systems for Traffic Signal Cabinets – Authorize

MOTION: Authorize the Mayor to sign a Goods and Services Agreement with Western Systems for the purchase of six traffic signal cabinets and plug-in electrical components in an amount not to exceed \$158,622.47, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: All traffic signals are controlled by electronic components within the traffic signal control cabinet. These components include the controller, malfunction monitor, bus interface units, vehicle loop amplifiers, emergency vehicle pre-emption module, load switches, flasher module, flash tray transfers, and cabinet power supply.

These cabinets and components have a 20-year life cycle, but several in the City have exceeded that time frame.

These cabinets will be purchased off the state contract, which includes negotiated prices that assume a higher volume of goods.

EXHIBITS: Contract and written quote

RECOMMENDED BY: Public Works Committee

YEA: Ralph, Fincher, Higgins **NAY:**

BUDGET IMPACTS: This is a budgeted item, included in the B & O budget.

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GOODS & SERVICES AGREEMENT between the City of Kent and

Western Systems, Inc.

THIS AGREEMENT is made by and between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and Western Systems, Inc. organized under the laws of the State of Washington, located and doing business at 1122 Industry St., Building B, Everett, WA 98203, Phone: (425) 438-1133, Contact: Robert Nims (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

The Vendor shall supply six traffic signal controller cabinets and plug-in electronic equipment. For a description, see the Vendor's quote which is attached as Exhibit A and incorporated by this reference.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by August 31, 2017.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed One Hundred Fifty Eight Thousand, Six Hundred Twenty Two Dollars and forty seven cents (\$158,622.47), including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

The payment terms shall be net 30 days after delivery of each complete controller cabinet as described in the Vendor's quote.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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 Ch. 51.08 RCW, the parties make the following representations:

- A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

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

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

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

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

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.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach

agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Vendor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Agreement that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.
- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement. In addition to any other warranty provided for at law or herein, this Agreement is additionally subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for an additional year beyond the original warranty period applicable to the overall work. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Vendor shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

XI. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable

attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B attached and incorporated by this reference.

XIII. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor 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.

XIV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. 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.

C. 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 XI of this Agreement.

D. 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. Any written notice hereunder 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 hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. 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 Vendor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, 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. All of the above documents are hereby made a part of this Agreement. However, 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.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor 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 Kent. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

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

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

<p>VENDOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(title)</i></p> <p>DATE: _____</p>	<p>CITY OF KENT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Suzette Cooke</u></p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>Robert Nims Western Systems, Inc. 1122 Industry St., Building B Everett, WA 98203</p> <p>(425) 438-1133 (telephone) (425) 438-1585 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF KENT:</p> <p>Timothy J. LaPorte, P.E. City of Kent 220 Fourth Avenue South Kent, WA 98032</p> <p>(253) 856-5500 (telephone) (253) 856-6500 (facsimile)</p>
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	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kent Law Department</p>
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DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

**CITY OF KENT
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

**CITY OF KENT
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
Company, hereby acknowledge and declare that the before-mentioned company was the prime contractor for the Agreement known as _____ that was entered into on the _____ (date), between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____

For: _____

Title: _____

Date: _____

EXHIBIT A



Western Systems

Innovative Transportation Solutions

1122 INDUSTRY STREET, BLDG. B
EVERETT, WA 98203

PHONE (425) 438-1133
FAX (425) 438-1585

February 17, 2017

Quotation # **WSQ WA-RN3485SC**

Attention: Mike Sorensen / City of Kent

Quotation – (6) P+ (TS2-1) Cabinets

We are pleased to provide this quotation for controller cabinets and plug-in electronic equipment. All equipment can be purchased through WSDOES contract 04616 with all applicable discounts factored into the pricing. If you have any questions, please let us know.

Bid Item #1: Type P+ (T2-S1) Cabinet with Plug-ins

6 – Type P+ controller cabinet wired per City of Kent (TS2-1) specifications and including: Type P+ aluminum (2-door) enclosure (unfinished outside / white inside), UL listed with continuous welds, rolled stock handle on main door, hex handle on side door, Best™ CX core locks and 8" riser frame (unfinished) with; 16-position (TS2-1) load bay, generator bypass cable, AC outlet panel, auxiliary switch panel, detector panel 64 channel, (1) detector rack ½ width wired for 1 – PS / 16 – channels of detection / 4 – preemption channels, (3) detector racks ½ width wired for 1 – PS / 16 – channel of detection, fan & thermostat assemblies, power supply interface panel, power panel, TS2 cables, unused phase links and final assembly

Western Systems Part # **3012500005, 3310000000, 2510513017, 2010000040**

Include the following plug-in devices:

- 1 – Power supply shelf mount TS2 5A
Eberle Design, Inc. (EDI) Part # **PS250**
- 6 – Bus interface unit ½ width
Eberle Design, Inc. (EDI) Part # **BIU700H**
- 16 – Load switch cube with I/O indicators
Power Distribution & Control (PDC) Part # **SSS-87/I/O**
- 1 – Flasher cube
Power Distribution & Control (PDC) Part # **SSF-87**
- 6 – Flash transfer relay
Detrol Part # **295**
- 16 – Loop amplifier 4 channel ½ width rack mount LED display
Eberle Design, Inc. (EDI) Part # **LMD624H**
- 1 – UPS power module 1100W with (6) relays & 120V input/output with SNMP
Alpha Part # **FXM1100UPS/SNMP**
- 1 – Automatic transfer switch assembly with surge & RPA 120V
Alpha Part # **020-168-25**
- 1 – Battery equalizer for (1) string of 48V batteries
Alpha Part # **AlphaGuard**
- 1 – Battery cable harness kit 48V 9.8ft ¼-20 terminals FXM series
Alpha Part # **740-628-27**
- 4 – Battery AlphaCell 220 GXL (109 AH / 73 Lb)
Alpha Part # **220GOLD-HP**

\$ 24,143.45 unit cost **\$ 144,860.70** extended

Sales Tax \$ 13,761.77

TOTAL \$ 158,622.47



Western Systems

Innovative Transportation Solutions

1122 INDUSTRY STREET, BLDG. B
EVERETT, WA 98203

PHONE (425) 438-1133
FAX (425) 438-1585

GENERAL CONDITIONS OF SALE

The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Delivery: Estimated at 80-110 days after release.

Freight Terms: FOB Destination.

Validity Period: 60 days from date of quotation.

Taxes: Unless current resale certificates are on file with Western Systems, purchaser shall be responsible for all, tariffs, duties or sales or use taxes in addition to the quoted prices herein.

Payment Terms: Net 30 days / we impose a surcharge of 2% on the transaction amount on VISA and Master Card credit card products, which is not greater than our cost of acceptance. We do not surcharge VISA and Master Card debit cards. All prices are quoted as USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: This quotation does not provide or imply any on-site support services for the products on this quotation unless mentioned specifically as part of this quotation. Quotations for support services will be made upon request by purchaser.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance or carrier delays.

Warranty: Western Systems offers a 1 year warranty on materials goods from the date of factory shipment, unless superseded by manufacturer warranty.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. **THIS QUOTATION INCLUDES ONLY THE ITEMS LISTED HEREIN** If you see anything incorrect please let us know and we will issue a new or revised quotation.

Western Systems, Inc. shall in no event be liable for any special, consequential, incidental or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.

WE APPRECIATE YOUR CONTINUED SUPPORT!

Sincerely,
WESTERN SYSTEMS

Robert W. Nims

President

EXHIBIT B INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS

Insurance

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, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

EXHIBIT B (Continued)

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

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

E. Verification of Coverage

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 Contractor before commencement of the work.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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Agenda Item: Consent Calendar – 7M

TO: City Council

DATE: March 21, 2017

SUBJECT: FMSIB & PSRC Grant for S. 228th St UPRR – Accept

MOTION: Authorize the Mayor to accept \$4.35 million of grant funds from the Washington State Freight Mobility Strategic Investment Board and \$3 million of federal grant funds awarded through the Puget Sound Regional Council and authorize staff and/or the Mayor to sign any necessary documents, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: The City was originally awarded \$3.25 million from the Freight Mobility Strategic Investment Board (FMSIB) for the 228th Street Grade Separation at Union Pacific. FMSIB is also administering \$1.1 million of funds from the Union Pacific Railroad for that grade separation for a total of \$4.35 million.

The City was also successful in being awarded \$3 million of federal funds through the Puget Sound Regional Council (PSRC) for the S. 228th St. UP Grade Separation.

These funds have not been formally accepted through the City Council. In order to bill for and receive reimbursements with these grant funds they need to be formally accepted through council.

EXHIBITS: N/A

RECOMMENDED BY: Public Works Committee

YEA: Fincher, Ralph, Higgins **NAY:**

BUDGET IMPACTS: These funds are included in the City's budget for this project.

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TO: City Council

DATE: March 21, 2017

SUBJECT: Kent Kangley Pedestrian Improvements – Accept as Complete

MOTION: Authorize the Mayor to accept the Kent Kangley Pedestrian Improvements project as complete and release retainage to R.W. Scott Construction Company, upon receipt of standard releases from the state and the release of any liens.

SUMMARY: The project consisted of reconstructing 24 sidewalk ramps at 7 intersections along Kent Kangley Road (SR 516) between SE 256th Street and 124th Avenue S. The project also included constructing a mid-block crossing, which consisted of a traffic island and rectangular rapid flashing beacon. The improvements were designed for greater pedestrian safety and mobility in this high traffic area.

The awarded amount for this project was \$574,897.45. The total paid to R.W. Scott Construction Company is \$501,952.64.

EXHIBITS: None

RECOMMENDED BY: Public Works Director

YEA: N/A **NAY:** N/A

BUDGET IMPACTS: This project was funded from a combination of a Washington State Grant and General Fund contributions.

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TO: City Council

DATE: March 21, 2017

SUBJECT: 1st Avenue S. Storm Drainage Improvements – Accept as Complete

MOTION: Authorize the Mayor to accept the 1st Avenue S Storm Drainage Improvements project as complete and release retainage to Northwest Cascade, Inc. upon receipt of standard releases from the state and the release of any liens.

SUMMARY: This project has helped reduce street flooding on West Crow Street and 1st Avenue South near Willis Street. The project consisted of the installation of 1,500 LF of storm sewer pipe and catch basins. The project also included removal and replacement of sidewalk sections affected by storm drain installation on West Crow Street and 1st Avenue South; saw cutting, removal and replacement of asphalt pavement and base for the southbound lane of 1st Avenue South. Minimal quantities of various types of cement concrete curb and gutter were included in this project.

The awarded amount for this project was \$670,991.91. The total paid to Northwest Cascade, Inc. is \$602,017.01.

EXHIBITS: None

RECOMMENDED BY: Public Works Director

YEA: N/A **NAY:** N/A

BUDGET IMPACTS: This contract is funded by the City's drainage utility.

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TO: City Council

DATE: March 21, 2017

SUBJECT: 2017 Asphalt Overlays Project – Award

MOTION: Award the 2017 Asphalt Overlay Projects to Lakeridge Paving Co., LLC., in the amount of \$1,820,049.00 and authorize the Mayor to sign all necessary documents, subject to final terms and conditions acceptable to the City Attorney and Public Works Director.

SUMMARY: This project consists of the construction of ADA curb ramps, minor sidewalk repairs, planing bituminous pavement, storm sewer pipe replacement and other work.

The Engineer's estimated for this project is \$2,097,527.50.

EXHIBITS: Memo dated March 13, 2017

RECOMMENDED BY: Public Works Director

YEA: N/A **NAY:** N/A

BUDGET IMPACTS: The project will be paid out of the Solid Waste Utility funds and Drainage Funds for items related to storm water pipe replacement, planned for this purpose.

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PUBLIC WORKS DEPARTMENT

Timothy J. LaPorte, P.E.,
Public Works Director

Address: 400 West Gowe Street
Kent, WA. 98032-5895
Phone: 253-856-5500
Fax: 253-856-6500

DATE: March 13, 2017
TO: Mayor Cooke and Kent City Council
FROM: Timothy J. LaPorte, P.E. Public Works Director
RE: 2017 Asphalt Overlay Projects - Award

Bid opening for the 2017 Asphalt Overlay Projects was held on March 13, 2017 with five (5) bids received. The lowest responsible and responsive bid was submitted by Lakeridge Paving Co. LLC in the amount of \$1,820,049.00. The Engineer's estimate was \$2,097,527.50. The Public Works Director recommends awarding this contract to Lakeridge Paving Co. LLC.

Bid Summary

01. Lakeridge Paving Co. LLC	\$1,820,049.00
02. ICON Materials	\$ 2,070,199.50
03. R.W. Scott Construction Co.	\$2,168,210.50
04. Tucci & Sons Inc.	\$2,181,815.00
05. Lakeside Industries Inc.	\$2,549,422.50

Engineer's Estimate \$2,097,527.50

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REPORTS FROM STANDING COMMITTEES, COUNCIL, AND STAFF

A. **Council President**_____

B. **Mayor**_____

C. **Administration**_____

D. **Economic & Community Development**_____

E. **Operations**_____

F. **Parks & Human Services**_____

G. **Public Safety**_____

H. **Public Works**_____

I. **Regional Fire Authority**_____

J. **Other**_____

K. **Other**_____

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OFFICE OF THE MAYOR
Derek Matheson, Chief Administrative Officer
Phone: 253-856-5700
Fax: 253-856-6700

Address: 220 Fourth Avenue S.
Kent, WA. 98032-5895

DATE: 03/21/17
TO: Mayor Cooke
Councilmembers
FROM: Derek Matheson, Chief Administrative Officer
SUBJECT: CAO Report for Tuesday, March 22, 2017

The Chief Administrative Officer's report is intended to provide Council, staff and community an update on the activities of the City of Kent.

ADMINISTRATION

- The Kent City Council and Kent School District Board of Directors will meet on Wednesday, March 29, at 5:30 p.m. on the City Hall campus. We are still working on the agenda but likely topics include strategic planning, marijuana, school siting, and traffic.
- Chief Administrative Officer Derek Matheson and directors will meet with Poulsbo RV leadership on Monday, March 20, to discuss the State Route 509 project's impact.
- The council agenda includes an ordinance that will tighten the city's regulations for parking on the City Hall campus. Employees learned of the likely changes in an email earlier this month.

The council agenda also includes a franchise that would grant Water District #111 the right to use the city's rights of way for the next 10 years. In addition, the district would pay the city a franchise fee equal to six percent of its revenues and, in return, the city would agree not to impose a utility tax or assume the district's functions during the franchise period.

- Connection Condominiums invited Neighborhood Program Coordinator Toni Azzola to their meeting on Monday, March 20. The neighborhood wants to learn more about the Neighborhood Program and the benefits it has to offer. The condos are located just east of Home Depot off of SE 260th St.
- In collaboration with the City, canvassers with Regional Animal Services of King County will go door-to-door in Kent to help ensure all cats and dogs eight weeks and older are licensed, whether they are indoor or outdoor pets. The effort will run on weekends only, starting April 1 through the end of October. Canvassers can issue temporary licenses to unlicensed pets, which will allow 30-days for the purchase of a permanent license. The license for spayed or neutered animals costs \$30, and \$60 for unspayed or unneutered pets. The fine for having an unlicensed pet is \$125 for a spayed animal and \$250 for an unspayed pet. There are discounts for disabled and senior residents and for

those with juvenile pets. Pet licenses are available at Kent City Hall or online at KentPetLicense.com.

EMERGENCY MANAGEMENT

- Public Trainings
 - Held a 2 hour ICS overview training for the Starbucks Roasting plant staff
 - Spring CERT kicked off on March 9th. 27 people in class (evening class only)
 - ICS 100/200/700 Combo class is being offered on Saturday April 22nd
- Collaboration
 - Working with Kent School district to hold the 2nd annual Kent Fire Summer School. Last year was the first year it was held and we had 32 students. Kent School district is looking forward to more students attending this year.
 - Working with King County OEM on a Table Top exercise with Lake Young's and Mud Mountain Dams
- Grants
 - EMPG (Emergency Management Performance Grant) for \$70,466. The contract is signed and received back from State Military Department. The contract is good from June 1, 2016-August 31, 2017.
 - Department of Ecology Grant – for \$99,250. The contract is signed and being mailed back to EM. The contract is valid until June 30, 2017 . This grant is to purchase and supply two (2) firefighting foam trailers for use during Class-B or Flammable liquid hazardous material fires within South-King County (Fire Zone -3) and have available for local, regional and state responses.

HUMAN RESOURCES

- Benefits: Staff continues to work on implementation of automated onboarding and eVerify; are attending a NEOGOV presentation this week and the Deferred Compensation Plan Committee quarterly meeting is Wednesday, March 15, 2017.
- Community Outreach
 - Working with Kara Moore and Public Works to fill the supported employment Office Assistant position. Prior to the employee coming on board, we will have a meeting with the department and job coach to be sure everyone understands what the job entails as well as learning about the job coach's role.
 - Preparing for the University of Puget Sound Job fair to be held on March 29. Two Parks' staff members will attend.
- Labor, Classification and Compensation: Working on Salary Survey items, organizing policies and the upcoming policy training scheduled for April 18.
- Recruitment:
 - Permit Technician and Combination Building Officer will open externally beginning March 14.
 - NEOGOV Seattle City Tour is on Thursday.
 - Maintenance Worker III- Sewer Vactor Operator will open internally beginning Tuesday, March 21.

- Testing for Maintenance Worker III- Parks Operations will be conducted next Wednesday, March 22.
- The Parking Enforcement Assistant position is now open to the public and will close on Friday, March 17.
- The Records Specialist position will open to the public on March 16 and close on March 27.
- Interviews for the Multimedia Art Director will take place March 20-21.
- Entry Level/Lateral PD testing will take place on March 23.
- Gene Tsekhanovskiy was hired as a Technical Lead in IT and will begin on March 16.
- Staff is preparing the agenda packet for the Civil Service Commission meeting that will take place on March 22.

Risk Management: Meeting with the Chief Administrative Officer, Human Resources Director, Information Technology Director and Alliant Insurance Services on March 22 to review our new Cyber Risk coverage and benefits.

PARKS, RECREATION, AND COMMUNITY SERVICES

- Human Services
 - City of Seattle recently released the survey results of people living outside and in public shelters. Applied Survey Research surveyed 1,050 unsheltered individuals and held multiple focus groups. According to the survey the key contributors to homelessness include: affordable housing availability, substance abuse, and mental health issues. The survey also continues to demonstrate that homelessness affects Black/African Americans, Latinos/Hispanics, Native Americans and the LGBTQ community disproportionately. Over 50% of those surveyed have lived in Seattle five years or more. Those not originally from Seattle frequently came for the support of family and friends or for a job opportunity. Needs Assessment Survey Fact Sheet: <http://coshumaninterests.wpengine.netdna-cdn.com/wp-content/uploads/2017/03/NEEDS-ASSESSMENT-SURVEY-Fact-sheet.pdf>
 - Staff attended the Seattle/King County Continuum of Care Funder Alignment Committee meeting (focused on housing and homelessness). The purpose of the committee is to align, prioritize and fund change that supports priorities outlined in the All Home Strategic Plan. The Committee reviewed the most current data and discussed opportunities to address the gap in units available for unsheltered individuals and families. Members were also updated on Coordinated Entry for All, the Landlord Liaison Project and the upcoming Combined Funder NOFA. City of Seattle staff discussed the recently released Unsheltered Needs Assessment and the proposed additional property tax for to address housing and homelessness issues in Seattle.
- Parks Planning and Development
 - Kent Memorial Park Playground Renovation and Wiffle® Ballfield is an innovative project that will not only update the existing playground with new equipment, but will also bring a public Wiffle® Ballfield to Kent. This project has the support of the Mariners, who are lending a variety of their graphics to what will be called Wiffco Field, as well as Wiffle Ball, Inc, who is allowing us to use their name on the project. It is also partly funded by a \$75k King County youth sports grant and a \$25k donation from the Lions Club.

- Hogan Park Field Conversion will convert Field 1 at Hogan Park, a large baseball field, to a synthetic turf multi-use field. This will expand the park's use and recreational value, since synthetic turf fields can be used year-round and don't need the resting period a grass field needs. This project is funded in part by a \$500k grant from RCO) and a \$25k donation from the Lions Club.
- Recreation
 - Spotlight Series hosted International Guitar Night at Kent-Meridian PAC on Saturday, February 25. An enthusiastic, 93% capacity crowd of 326 people attended.
 - Danny and Julia Pierce's children have made a significant donation of Danny Pierce's art to the City of Kent Arts Commission: Ten pieces, including two prints and eight paintings appraised at \$36,550 total. The Kent Arts Commission will vote to accept the pieces into the City's portable collection at their March meeting.
 - The Senior Activity Center was closed for a week to install new carpeting as well as to update bulletin boards and programming spaces and refinish the social hall wood floor. After a lot of hard work by Senior Center staff, Facilities staff, and incredible carpet layers, the Center is back in business and looking beautiful. The fresh update has rendered many positive comments from participants. The next project starting is new tile and partitions in the restrooms.
 - Kent Parks Elementary Track Program is in its final phase of preparations for the season start on March 20. Recreation staff have met with 26 elementary school principals and/or teachers to review program logistics, rules, and participation. Over 1,300 4th, 5th, and 6th grade girls and boys are registered to participate. Four hundred kids will participate in daily meets at Wilson Playfield over the next six weeks. The Access to Recreation scholarship program provides financial assistance to over 300 youth in this program alone. In addition to the great health, fitness and fun components of this program, it also employs 40 senior high school students as track officials. Many of these young employees are working in paid positions for the first time. Parks Department staff provide a great deal of on the job training and coaching.
- Facilities/Building Management
 - HVAC Crew, Continue preventive maintenance on all bldgs. Replaced motor on police department heat pump. Finished hood exhaust install at sign shop. Resolved gas leak at the 18-hole golf course restaurant.
 - The Maintenance crew assisted at the Sr. Center in preparation for new carpet installation. The crew also assisted in the set up at Kent Commons for Kids Art Day, March 10 and retro-fitted parking lot lights at the Corrections building to LED bulbs
 - Custodial crew completed the refinishing of the wood floors at the social hall and the dining room VCT floor at the Senior Center and completed the refinishing of the Crystal Mountain Hall wood floor at Kent Commons.

POLICE

- Significant crime activities/arrests/investigations
 - On March 3, a male in his late 40's to early 50's was fatally shot at JJ's Bar after apparently walking out to his car to make a phone call. Another patron found him lying inside the driver seat with the door open with a gunshot wound to the left neck area. It appears someone may have walked up to the driver side and shot him in a downward direction in the neck. He was DOA at the scene. No gun was found.
 - On March 3, at a House in the 20200 block of 108th Ave., a 39-year-old Sikh male victim wearing a Turban was in the driveway working on his vehicle in the rain. He said a white male walked up on him, said something like "go back to your country", shot the victim in the arm and ran away. No witnesses at this time. A bullet was recovered. Patrol, Detectives, and FBI continue to investigate.
 - On March 12, Officers responded to Phoenix Court Apartments on a report of a recent carjacking. The victim had been asleep in the passenger's seat of the vehicle and the keys were in the ignition. The car wasn't running as she slept. She heard the driver's door open and a male with a gun (not pointed at her) told her to get out of the car. When she got out, the male allowed another male to get in and they drove off. The victim was not injured.
- Major emphasis patrol
 - Special Operations Unit (SOU) continues to emphasize the illegal transient camps. Between February 22 and March 3, SOU cited/arrested 17 people with 20 combined charges. A large camp was posted along City of Kent property on the East side of Green River Rd. Several subjects were cited for illegal camping. The jail crew cleaned up the site. It took five trailer loads of garbage to clean the site. The occupants of this camp were also later charged with illegal dumping. SOU also assisted patrol with several calls for service this week. With the assistance of Corrections Officer Crawford, four transient camps were cleaned up.
 - March 6-10 and 13-17, we conducted two weeks of extra enforcement and outreach as part of the King County Target Zero Task Force's 5 to Stay Alive Campaign. The focus of the campaign and statewide Target Zero goal is zero traffic fatalities and serious injury collisions by 2030 based on the five most common causes of fatality and serious injury vehicle collisions - DUI, Speeding, Distraction, Seat Belts and when possible, enforcing in areas of high car/pedestrian collisions. The first week the entire task force worked approximately 115 hours, made 381 contacts, and wrote 356 tickets.
 - We are assisting Auburn Police Department with a DUI emphasis patrol on Friday, March 17 as part of St. Patrick's Day.
- Events and awards
 - On March 4, Chief Thomas, Assistant Chief Padilla and Commander O'Reilly attended the Sikh Community Forum.
 - On March 9, Chief Thomas and the Assistant Chiefs hosted a Diversity Task Force meeting.
 - On March 10, Assistant Chief Hemmen gave a presentation to the Somali American Parents Association.
 - On March 11, Chief Thomas and Commander O'Reilly attended the Unity Rally at Kent Lutheran Church.
 - On March 13, several members of the department attended the Cultural Community Conversation on the Muslim Faith.

PUBLIC WORKS

- Design
 - S 224th St Project East Valley Highway to 88th– Contract advertised February 21; bid opening scheduled for March 28; draft aerial easement from WSDOT received and under review; working to secure Hytek lot – for buffer mitigation as required by Corps permit.
 - S 224th St Project 88th to 94th– 30% design complete currently in technical review. Coordinating with PSE for undergrounding of utilities; fee agreement with PSE has been reviewed; documents are being prepared to share at upcoming Public Works Committee.
 - S 228th UPRR Grade Separation and (228th Bikeway) – Awaiting response from request to King County Metro for low flow video inspection of sanitary sewer line; coordinating with utilities (PSE) on the joint utility trench design. Three early work projects identified with the intention for construction this year: drilled shaft, joint utility trench and stormwater relocation. Working with PSE and Century Link on work design and preparation for utility agreements.
 - 132nd Avenue Walking Path – Mobile Mapping data received and design work started. Continued discussions with impacted property owners for partial acquisitions and Temporary Construction Easements; coordination with utilities (sewer/lighting) for relocation. Evaluating locations for buffer mitigation.
 - 212th at 72nd Ave – Evaluating work staging options to maximize work completed with impact to drivers and businesses; settling extents of concrete pavement beyond intersection, and standard concrete paving details; bio-swales have been removed from the project and will be addressed by other project(s). PSE (gas) has expressed interest in adding a new crossing before the project is constructed; 30% plans in preliminary team review.
 - James Street Pump Station Siding - Scope of work to include siding/doors for access, path to access panels at rear of building and possible wall and landscaping work. An artistic rendering/sketch will be prepared and shared with the Public Works Committee.
- Survey
 - Land Survey/GIS is working on 2017 Miscellaneous Water Sites, 132nd Ave Pedestrian Improvements, Woodford Ave. Storm Improvements, 2016 B&O Overlays and utility locates on 208th
 - Construction/Staking: 228th Grade Separation, 72nd Ave Extension, 108th and 208th Intersection Improvement, 132nd Ave Pedestrian Improvements Right of Way.
 - Right of Way: 228th/224th East Leg Phase II – Legal Descriptions, Pacific Highway Monument Record of Survey, East Valley Highway Right of Way, and the Railroad Quiet Zone Right of Way for the railroads.
 - GIS: Public Records Request – PSE Streetlights, Private Development Infrastructure As-Builts, Storm & Sewer Model Updates, Map Books, Road Centerline Updates, Code Scripting for Enterprise System Upgrade, and the sidewalk condition map.
 - Construction - Progress on all items below has been impacted by the recent wet weather.
 - 72nd Ave Extension: The final bridge barrier pour is scheduled for Thursday. Earthwork, roadway grading, and storm pipe installation is underway on both ends of

the project will continue as weather permits. The above mentioned grading and storm pipe installation will require occasional lane closures on S 196th St during daytime hours. The contractor is coordinating with Western Processing to maintain access during these activities.

- 108th Ave SE & SE 208th St Intersection Improvements: Daily closures of right hand lanes in all directions will continue throughout the project. Restoration of concrete curb and gutter, sidewalk, ADA ramps and driveways is ongoing for the following few weeks as weather permits. This work will be followed by pavement restoration. The replacement of existing storm pipe is anticipated to proceed this week as weather permits.
- S 228th Street Grade Separation: In association with our grade separation project on S 228th Street, Puget Sound Energy (PSE) and has proceeded with raising their power transmission lines near the Green River Trail and the UPRR tracks. These lines are being raised in order to facilitate the construction of our crossing over the UPRR tracks and the Green River Trails. Closure of the Interurban Trail with a detour route is implemented. This closure will be in place 24/7 for user safety until the conclusion of PSE's work. In order to complete all the activities within the scheduled power outages, crews may be working around the clock and on weekends. Traffic will be impacted on S. 228th St during these activities.
 - 3/6/17 to 3/24/17 - A power outage will be in effect for power pole foundation installation.
 - 4/10/17 to 4/28/17 – A 2nd power outage will go into effect in order to complete pole erection and to transfer the power lines to the new taller poles.
- Development/Permit Projects
 - Road improvements on 124th St just East SE 248th for the Rainier Pond development will continue. Lane restrictions will be in place throughout the duration of this work.
 - Legacy Affordable Retirement Communities (LARC) senior housing has completed the testing and purities of the site's new water system and with the water system completed, wood framing of the structures has started.
 - King County Metro has completed the repair of their sewer main on 84th Ave S near Les Schwab and Tacoma Screw Products. Repair of the damaged road surfacing and sidewalk as a result of the aforementioned subsidences will be completed in a future mobilization.
- Environmental
 - Mill Creek Reestablishment – Contract with ICF (consultant) is going to the City Council meeting on March 21.
 - Upper Mill Creek Dam – Responding to questions from the Muckleshoots related to potential fisheries impacts from the dam work and investigating potential additional mitigation requirements.
 - Frager Road Levee – Met with Tukwila Public Works staff to discuss potential downstream tie-in locations. Next step is to coordinate meeting with the Federal Emergency Management Agency (FEMA) regarding downstream levee termination options.
 - King County Flood Control District – A levee tour with the new Executive Director is scheduled for March 20.

- King County Open Space Plan – Responding to King County questions related to open space planning. They requested information on proposed Kent open space parcel acquisitions to be included in the funding request.
- Water System Plan – Interviews with consultants to prepare plan update are being rescheduled.
- Green Duwamish Pollutant Loading Assessment – Meeting with the Technical Advisory Committee regarding status of cleanup and modeling of pollutants from upstream drainages.
- Water Resource Inventory Area (WRIA) 9 – Meeting with the technical committee regarding salmon habitat plan update and project prioritization.
- Streets: Street Maintenance crews will be performing asphalt repairs on Railroad Ave south of Willis St., sweeping shoulders on the 277th corridor and re-setting the jersey barrier on Canyon Drive and filling potholes citywide. The Concrete crew will be stripping, backfilling and pouring sidewalks on 80th south of 180th. Vegetation crews will be doing a tree removal at El Dorado. The wetland maintenance crew will trim, clear blackberries, fence lines and install a split rail at Rhododendron Estates. Street Vegetation crews will be mowing and cleaning up litter on 208th, Reith Rd., 64th; with the side arm mowers at Kent Springs, near Kent Des Moines Rd and Pac Hwy. Sign crews will replace signs at 268th and 106th, 131st and 221st, 119th and 268th, 266th and 101st.
- Water: Watermain cleaning has moved to the central downtown area around City Hall. Staff is working with Columbia Basin Meter Testing to perform our annual large meter testing for meters three inches and above. Gray & Osborne was selected to work with the City on a paint recoating project for our Cambridge Tank on the West Hill. Staff is working with Gray & Osborne on a scope of work for this project.
- Utilities
 - Sewer: Crews will be performing their pump station weekly's. Oil and oil filters are being ordered for all generators and the sump pump at the Horseshoe sanitary station is being replaced. The Vactor trucks and the TV truck will be cleaning and inspecting lines from 209th to 216th and 37th PL to Frager Road.
 - Storm: Crews continue with their checking of weather related hot spots citywide. The project crew will be doing a line repair at 420 Alvord Ave and installing an asphalt berm around a catch basin on Woodland Way. National Pollutant Discharge Elimination System (NPDES) crews will be pumping on Maple and Woodland Way, 262nd and 39th, 35th and 248th. NPDES assessors will be on Pac Hwy and 260th.
- Fleet/Warehouse: The Radio shop is setting up new vehicles, programming radios and organizing the new Radio room. Fleet is servicing needed Police and City vehicles, new vehicle set-ups, emission and air brake testing.

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EXECUTIVE SESSION

ACTION AFTER EXECUTIVE SESSION

ADJOURNMENT
