



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED City Council Regular Meeting Agenda

7:00 p.m., Monday, November 16, 2015

Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CITIZEN COMMENTS

- A. This is an opportunity to express your views on issues that are important to you and to the community. Please limit your comments to three (3) minutes.

VI. CONSENT AGENDA

- A. Adopt Minutes for the October 26, 2015 City Council Regular Meeting
[DRAFT 10 26 2015 Minutes](#)
- B. Authorize City Manager to Execute Amendment No. 1 to Contract No. 14-C1358 with Public Health of Seattle/King County for Local Hazardous Waste Management Grant
[Agenda Bill & Attachments](#)
- C. Approve 2016 State Legislative Agenda
[Agenda Bill & Attachments](#)
- D. Confirm Current Kenmore Library Board Alternate Carol Chaput as a Regular Board Member

VII. PUBLIC HEARING

- A. Public Hearing to Receive Public Testimony on the Proposed 2016 Tax Levy, Ordinance No. 15-0411 - Joanne Gregory, Finance & Administration Director

[Agenda Bill & Attachments](#)

VIII. BUSINESS AGENDA

- A. Discussion of the Proposed Tax Levy for 2016, Ordinance No. 15-0411 - Joanne Gregory, Finance & Administration Director

[See Public Hearing for Agenda Bill and Attachments](#)

- B. Cityworks Software Demonstration - Kris Overleese, Public Works Director/City Engineer, and Richard Sawyer, Surface Water Program Manager

[Agenda Bill](#)

- C. Salary Commission Appointments

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. EXECUTIVE SESSION

Pursuant to RCW42.30.110(1)(i), Potential Litigation

XIII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XIV. ADJOURNMENT

Upcoming Meetings:

Tues., November 17, 2015 7:00 p.m. Planning Commission Regular Meeting
Mon., November 23, 2015 7:00 p.m. City Council Regular Meeting
Mon., November 30, 2015 7:00 p.m. City Council Special Executive Session

**City of Kenmore, Washington
City Council Regular & Special Joint Planning Commission Meeting
Minutes
October 26, 2015**

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Stacey Denuski

Planning Commissioners Present: Doug Nugent, Chairperson; Angela Kugler, Vice Chairperson; and Commissioners Carol Baker, Mike Mulcare, Mark Ohrenschall, Debra Srebnik, and Mike Vanderlinde

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Public Works Director/City Engineer; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Lauri Anderson, Senior Planner; Samantha Loyuk, Assistant Planner; Teresa McAllister, Administrative Assistant; Ashley McCulley, Community Development Intern; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Steve Caldwell led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PRESENTATION

Washington Finance Officers Association Professional Finance Officer Awards to Joanne Gregory, Finance & Administration Director, and Brian Randall, Accountant. Mayor Baker announced the awards.

PROCLAMATIONS

Leadership Eastside Day Proclamation - November 9, 2015

World Pancreatic Cancer Day Proclamation - November 13, 2015

CITIZEN COMMENTS

Kathi Colwell, 15432 62nd Place NE, Kenmore, was present to say she is grateful for the City Attorney and our police. She was also present to state her concerns about Juanita Drive.

Steve Colwell, 15432 62nd Place NE, Kenmore, was present to state his concerns about the possible use of the St. Edward Seminary building and about Juanita Drive.

Mark Volpé, 15108 64th Court NE, Kenmore, was present to state his concerns about the possible use of the St. Edward Seminary building.

Ann Hurst, 6302 NE 151st Street, Kenmore, was present to state her concerns about the possible use of the St. Edward Seminary building.

Linda Darkhand, 16558 79th Place, Kenmore, was present to state her concerns about old growth trees being taken down for development.

Joe Marshall, 6210 NE 198th Street, Kenmore, was present to state his concerns about the possible use of the St. Edward Seminary building.

Peter Lance, 6501 NE 151st Street, Kenmore, was present to state his concerns about the possible use of the St. Edward Seminary building.

Barbara Goldoftes, 1015 NE 98th Street, Seattle, was present to state her concerns regarding possible changes to St. Edward State Park.

Karen Prince, 15122 65th Avenue NE, Kenmore, was present to state her concerns about the possible use of the St. Edward Seminary building.

Amy McKendry, 15809 63rd Avenue NE, Kenmore, was present to read a statement from her husband, David Stokes, into the record regarding his concerns about the possible use of the St. Edward Seminary building.

Kathleen Hutcheson, 16353 84th Avenue NE, Kenmore, was present to state her concerns regarding development and permitting regulations.

Randee Burbidge, 16631 76th Avenue NE, Kenmore, was present to state her concerns about development and zoning regulations.

Anna Rice, 7511 NE 169th Street, Kenmore, was present to state her concerns regarding development regulations dealing with trees.

Anne Anderson, 16304 81st Place NE, Kenmore, was present to state her concerns regarding development regulations dealing with trees and the proposed tree windthrow ordinance.

Elizabeth Mooney, 5934 NE 201st Street, Kenmore, was present to state her concerns about the environment in the City and the preservation of St. Edward State Park.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Sperry moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Adopt the Minutes for the October 12, 2015 City Council Meeting and Approve Check Nos. 33034 - 33116 in the Amount of \$509,371.62 and Electronically Transferred Payroll Funds Totaling \$80,500.02 for the Period Ending October 9, 2015. The motion passed unanimously.

JOINT PLANNING COMMISSION AGENDA

Presentation of Recommendations on Tree Windthrow - Debbie Bent, Community Development Director; Lauri Anderson, Senior Planner; Ashley McCulley, Graduate Intern; and the Planning Commissioners were present to report on the Planning Commission recommendations. They were also available to answer any questions.

Councilmember Curtis moved to delay consideration of the issue of windthrow on single-family properties until a later date. Mayor Baker seconded the motion. The motion passed 6-1 with Councilmember Herbig voting no.

Councilmember Sperry moved to accept the Planning Commission's recommendations applying to new developments and to direct staff to come back to Council with an ordinance. Councilmember Curtis seconded the motion. The motion passed 7-0.

Discussion of Possible "Tiny House" Amendments - Debbie Bent, Community Development Director; Lauri Anderson, Senior Planner; Ashley McCulley, Graduate Intern; and the Planning Commissioners were present to give a brief report. They were also available to answer any questions.

It was Council consensus to not have the Planning Commission look into tiny houses at this time.

BUSINESS AGENDA

September 2015 Financial Report Presentation - Joanne Gregory, Finance & Administration Director, was present to give a brief report. She was also available to answer any questions.

Councilmember Denuski moved to receive and file the September 2015 Financial Report. Councilmember Herbig seconded the motion. The motion passed unanimously.

2016 State Legislative Agenda - Nancy Ousley, Assistant City Manager, and Briahna Murray, Gordon Thomas Honeywell, were present to give a brief report. They were also available to answer any questions.

Business Registration Program Update - Nancy Ousley, Assistant City Manager, and Teresa McAllister, Administrative Assistant, were present.

Councilmember Curtis moved to delay this agenda item to another date due to the lateness of the hour. Mayor Baker seconded the motion. The motion passed unanimously.

CITY COUNCILMEMBER REPORTS & COMMENTS

Deputy Mayor Van Ness stated that he will be at next Monday's Coffee with Council. Councilmember Smith offered to join him, as Mayor Baker will be out of town.

Mayor Baker stated that he will speak on behalf of the Whitehouse at the American Public Health Association meeting regarding Kenmore's "Let's Move" activities.

ADJOURNMENT

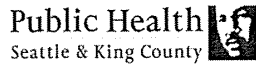
Mayor Baker adjourned the regular meeting at 10:21 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

Subject/Topic: Contract No. 14-C1358 Amendment No. 1 between the City of Kenmore and King County.		For Council Meeting Agenda of: November 16, 2015 Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Manager											
Proposed Council Action/Motion: Authorize the City Manager to amend Contract No. 14-C1358.		<table border="0"><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td>_____</td></tr><tr><td>Approved by City Attorney:</td><td>_____</td></tr><tr><td>Approved by Finance Director:</td><td> 11/6/15</td></tr><tr><td>Approved by City Manager:</td><td></td></tr></table> Exhibits/Attachments: Contract No. 14-C1358 Contract No. 14-C1358 Amendment No. 1			<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	11/6/15	Approved by City Manager:	
	<u>Initial & Date</u>												
Approved by Department Head:	_____												
Approved by City Attorney:	_____												
Approved by Finance Director:	11/6/15												
Approved by City Manager:													
Expenditure Required \$0		Amount Budgeted \$0											
		Appropriation Required \$0											
<u>INFORMATION/BACKGROUND:</u> The City receives grant funding from King County through the Local Hazardous Waste Management Program to assist with funding our residential recycling events. The original agreement provided funding in 2015 for two residential collection and recycling events. Amendment No. 1 extends the original agreement from December, 2015 to December 2016 and increases our grant funding from \$10,066.10 to \$20,361.47. The additional grant funding will support an additional two residential recycling events in 2016.													
<u>FISCAL CONSIDERATION:</u> Administrative staff time.													
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Effective and efficient services.													

**AMENDMENT****PHSKC Agreement #EHS3677
Amendment #1**

This Amendment between PHSKC and the Recipient changes the referenced Agreement for the following purpose(s): Extends end date of agreement to 12/31/2016 and adds year two funding of **\$10,295.37** to continue hazardous waste collection activities to protect residents' health and the environment.

Recipient Name & Address: City of Kenmore
P. O. Box 82607
18120 68th Avenue NE
Kenmore, WA 98028-0607

Project Title: Local Hazardous Waste Management Program

Effective Date of Amendment: June 1, 2015

Agreement End Date: ☐ No Change X Change to: **December 31, 2016**

Agreement Amount: ☐ No Change X Change to: **\$20,361.47**

Funding Details: ☐ No Change X Revise the following funding details:

<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>	<u>New or Revised</u>
County - LHWMP		\$10,295.37	6/1/2015 – 12/31/2016	NEW

Funding Summary: ☐ No Change X Revise to read:

FEDERAL: \$0 COUNTY: **\$20,361.47** STATE: \$0 OTHER: \$0

Exhibits: ☐ No Change X Revise as follows: **REPLACE** following exhibits as attached hereto:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Budget
- EXHIBIT C – Invoice

King County Terms & Conditions: X No Change ☐ Revise as follows:

All other terms and conditions of the referenced Agreement and any previous Agreement amendment not revised herein shall remain unchanged and in full force and effect.

RECIPIENT SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
PHSKC SIGNATURE	PRINTED NAME AND TITLE Ngozi Oleru, Environmental Health Division Director	DATE SIGNED

**EXHIBIT A
SCOPE OF WORK
AMENDMENT #1**

**CITY OF KENMORE
1/1/2015-12/31/2016**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Kenmore will organize four citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor

names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Jennifer Gordon at the City of Kenmore, 18120 68th Ave NE, Kenmore at (425) 398-8900, (jgordon@kenmorewa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B**2015-2016 BUDGET****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Kenmore
 18120 68th Ave NE
 Kenmore, WA 98028

Component Description	2015 Budget	2016 Budget	Total
Household Hazardous Waste Education			
Household Hazardous Waste Collection	\$10,066.10	\$10,295.37	\$20,361.47
TOTAL	\$10,066.10	\$10,295.37	20,361.47

Footnote: The 2015 and 2016 budgets can be partly or totally spent in either 2015 and/or 2016 but cannot exceed the budget total in these two years.

INVOICE

Contract Number: EHS3677
 Exhibit: C
 Amendment #1
Remit to: City of Kenmore
 18120 68th Avenue NE
 Kenmore WA 98028
 Jennifer Gordon
 425-398-8900
jgordon@kenmorewa.gov

Submit signed invoice to:

Paul Shallow
 Public Health - Seattle & King County
 Local Hazardous Waste Management Program
 401 Fifth Ave., Suite 1100
 Seattle, WA 98104

206-263-8487
paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

Expenditure Item	Total 2015-2016 Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	20,361.47	10,066.10		\$10,295.37
TOTAL	20,361.47	\$10,066.10		\$10,295.37

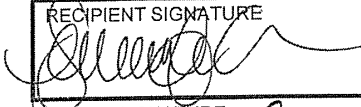
I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____ Contract Administrator Approval _____ Date _____

Print Name _____

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Kenmore
Supplier #	3477
Supplier Pay Site	City of Kenmore
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Print on Remittance	
	Paul Shallow 206-263-
LHW Program name & phone	8487

City of Kenmore Contract No. 14-C1358

Public Health Seattle & King County		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # EHS3677	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME City of Kenmore			RECIPIENT FEDERAL TAX ID # 91-1912254		
RECIPIENT ADDRESS P. O. Box 82607 18120 68th Avenue NE Kenmore, WA 98028-0607			RECIPIENT CONTACT & EMAIL ADDRESS Jennifer Gordon jgordon@kenmorewa.gov		
PHSKC DIVISION Environmental Health			Local Hazardous Waste Management Program		
AGREEMENT START DATE 1/1/2015		AGREEMENT END DATE 12/31/2015		AGREEMENT MAXIMUM AMOUNT \$10,066.10	
FUNDING DETAILS					
<u>Funding Source</u> Local Hazardous Waste Management Program		<u>PHSKC Contract #</u>		<u>Amount</u> \$10,066.10	<u>Effective Dates</u> 1/1/2015 – 12/31/2015
FUNDING SUMMARY					
FEDERAL: \$0		COUNTY: \$10,066.10		STATE: \$0	
OTHER: \$0					
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? ☐ YES ☒ NO					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A – Scope of Work; Exhibit B – Budget; Exhibit C – Invoice; Exhibit D – Certificate of Insurance					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE 		PRINTED NAME AND TITLE Jennifer Gordon Public Works ops mgr.		DATE SIGNED 12/3/14	
PHSKC SIGNATURE 		PRINTED NAME AND TITLE Ngozi Oleru, Environmental Health Division Director		DATE SIGNED 12/11/14	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records:

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work,

services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's

Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF KENMORE
1/1/2015-12/31/2015**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the relationship associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Kenmore will organize two citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor

names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Jennifer Gordon at the City of Kenmore, 18120 68th Ave NE, Kenmore at (425) 398-8900, (jgordon@kenmorewa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B

2015 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Component Description	Budget
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$10,066.10
TOTAL	\$10,066.10

EHS3677 – City of Kenmore

INVOICE

Contract Number: EHS3677

Exhibit: C

Remit to: City of Kenmore

18120 68th Avenue NE

Kenmore WA 98028

Jennifer Gordon

425-398-8900

jgordon@kenmorewa.gov*Submit signed invoice to:*

Paul Shallow

Public Health - Seattle & King County

Local Hazardous Waste Management Program

401 Fifth Ave., Suite 1100

Seattle, WA 98104

206-263-8487

paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	10,066.10			\$10,066.10
TOTAL	10,066.10			\$10,066.10

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed

Date

Contract Administrator Approval

Date

Print Name

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	CITY OF KENMORE
Supplier #	3477
Supplier Pay Site	CITY OF KENMORE
Invoice Date	
Invoice #	
Amount to be Paid	
Note to AP	
Print on Remittance	
LHW Program name & phone	Paul Shallow 206-263-8487

EXHIBIT D



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

03-Dec-14

Cert#: 9314

Public Health - Seattle & King County
Attn: Gloria Kemp-Boyd
401 Fifth Avenue, Ste 1300
Seattle, WA 98104

RE: City of Kenmore
Local Hazardous Waste Management Program EHS3677

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Larson".

Eric B. Larson
Deputy Director

cc: Joanne Gregory
Jennifer Gordon

cletter

Contract, Procurement and Real Estate Services (CPRES)

401 Fifth Avenue, Suite 1300
Seattle, WA 98104-1818

206-263-8747 Fax 206-296-0629

TTY Relay: 711

www.kingcounty.gov/health

Public Health 
Seattle & King County

RECEIVED
DEC 15 2014
CITY OF KENMORE

December 11, 2014

Dear Contractor:

Enclosed is a fully signed copy of your contract. We have retained a copy for our records.
Please contact Gloria Kemp-Boyd at (206) 263-8745 if you have questions.

Subject/Topic: 2016 State Legislative Agenda Proposed Council Action/Motion: Approve 2016 State Legislative Agenda and Policy Statement	For Council Meeting Agenda of: 16 November 2015 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: NKO 13 NOV 2015 Approved by City Attorney: [Signature] 11/13/15 Approved by Finance Director: [Signature] Approved by City Manager: [Signature] Exhibits/Attachments: - Proposed 2016 Legislative Agenda and Policy Statement - Legislative Agenda for 2015-2017 approved in 2014
Expenditure Required \$0	Amount Budgeted \$88,628 for 2015-2016 contract
<u>INFORMATION/BACKGROUND:</u> The State Legislative Agenda for 2016 is presented for Council discussion and approval. The 2015 Legislative Session was productive for the City, in that the approved Transportation Budget provided funding for the final phase of the SR 522 project in Kenmore and West Sammamish River Bridge project. The Legislative Agenda proposed for 2016 addresses the funding sequence for the projects and continues priority requests such as funding for the Boat House at Rhododendron Park. The 2016 Legislative Agenda is accompanied by a Policy Statement that outlines other issues that are recommended for City support in the coming session. The Council discussed the proposed Legislative Agenda and Policy Statement on October 26, 2015 and on November 9, 2015 the Council asked that an additional item on funding for toxic algae study and control in Lake Washington and the Sammamish River be added to the Policy Statement. The documents herewith presented for approval reflect the Council's requested edits (shaded in yellow) from those discussions. The City contracts with Gordon Thomas Honeywell for State Legislative government affairs services.	
<u>FISCAL CONSIDERATION:</u> The City's investment in the Legislative strategy has been effective in securing funding for key projects.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> - To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel. - To advance the public's access and connection to the waterfront. - To continue to seek funding and mitigation for State impacts on the City's transportation system.	



City Of Kenmore, Washington

City of Kenmore 2016 Legislative Agenda

Transportation Funding Request: Adjust Cash Flow

The City of Kenmore is greatly appreciative of the state funding allocated to the West Sammamish Bridge and State Route 522. The City is committed to the efficient and timely delivery of both these projects. However, the funding that has been allocated to each project does not lend itself to an efficient project delivery. The City respectfully requests that the funds allocated to each project be adjusted accordingly:

<i>Project</i>	<i>2015-17</i>	<i>2017-19</i>	<i>2019-21</i>	<i>2021-23</i>
Current WS Bridge Allocations			\$4 million	\$4 million
Preferred WS Bridge Allocations	\$1 million	\$3 million	\$4 million	
Current SR 522 Allocations		\$4 million	\$4 million	\$4 million
Preferred SR 522 Allocations		\$4 million	\$8 million	

Boathouse at Rhododendron Park

Kenmore requests \$500,000 in capital funding to construct a boathouse at Rhododendron Park. Kenmore is committed to increasing the public's access to the City's waterfront, including the Sammamish River and Lake Washington. This project will result in a beautiful building (designed by a local architect) that will provide for youth recreation programming and boat storage for rowing and other waterfront programs. With funding from the rowing community, more than half of the project will be funded, including significant city investments. **The boathouse is permitted** and shovel-ready.

Cumulative Impacts of Regional Transportation Decisions

Kenmore, along with other North Lake Washington communities, is experiencing increased congestion on city-owned roads. Because of this increased congestion, it has become increasingly difficult for city residents to access local businesses, and generally move within the city. **The congestion is linked to regional decisions, including tolling State Route 520. Kenmore and the other North Lake Washington communities look forward to working with the state to address these cumulative impacts throughout 2016, in preparation for the 2017 legislative session.**

Saint Edward Seminary Building Rehabilitation

The city of Kenmore supports any legislative changes or funding requests that advance the rehabilitation of the historic Saint Edward Seminary Building in Saint Edward Park in Kenmore.

Kenmore 2016 Policy Statements

This document is an internal document designed to provide guidance to city staff and the city's lobbyist. The policy statements in this document allow the city to quickly take positions on legislation. It is not all inclusive of all policy positions that the city may take throughout a session, and the following items are not listed in order of priority.

Sediment in North East Lake Washington

The city of Kenmore respectfully requests approval of funding in the Department of Ecology Budget for Phase 2 additional sampling and analysis of sediment in selected areas of North East Lake Washington and near-shore areas identified in screening level sampling and analysis performed in 2012-2013.

Toxic Algae in North Lake Washington and Sammamish River

The city of Kenmore respectfully requests funding of toxic algae sampling and testing in North Lake Washington and the Sammamish River, as well as funding to identify the sources and causes of toxic algae blooms.

Support for WWRP & ALEA Grant Programs

The city of Kenmore supports fully funding the Washington Wildlife Recreation Program (WWRP) and the Aquatic Lands Enhancement Account (ALEA). Many city parks have benefitted from funding through these programs.

Product Stewardship

The city of Kenmore supports legislation creating a statewide product stewardship program, including paint, medicine, and mercury-containing fluorescent light take-back programs. This legislation would require manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over products across these categories. King County has developed a local medicine program and the State of Washington is in the process of developing a mercury-containing fluorescent light program.

Prevent Human Trafficking

The city of Kenmore recognizes that human trafficking is a problem in all communities, and supports legislation that provides tools and solutions to prevent and intervene in human trafficking.

Local Infrastructure Funding

The city of Kenmore supports the development of a statewide local infrastructure program to help cities fund increasing infrastructure needs, since the Legislature discontinued the Public Works Assistance Account program.

Affordable Housing

The city of Kenmore supports legislation that provides tools and funding options that promote affordable housing.



City Of Kenmore, Washington

City of Kenmore

Legislative Agenda for 2015-17 Legislative Biennia

Transportation Funding Requests

- *\$22 million to Improve the Sammamish Bridge Corridor* – The West Sammamish River Bridge is an 80-year-old bridge located at Juanita Drive/68th Avenue. This bridge is a heavily traveled, regional route around Lake Washington. The bridge was constructed in the 1930s and has shown sudden structural deterioration since traffic volumes increased coinciding with SR 520 tolling, causing a current weight load restrictions to be put in place. Additionally, a north-bound improvement to the corridor is needed to assist traffic approaching the heavily congested SR 522/68th Avenue NE intersection. The total cost of the project is \$22 million. The city has committed \$2 million in local resources to the project, and has received \$12 million in Bridge Replacement Advisory Committee (BRAC) funds. The City is now actively seeking funding resources for the remaining \$8 million.
- *\$12 million to Relieve Congestion on State Route 522* - State Route 522 is a highway of statewide significance that runs through Kenmore and is an east-west corridor, connecting I-5 to I-405. Tolling on the SR 520 Bridge has shown noticeable and measurable traffic and congestion increases on SR 522, with over 40,000 vehicles per day on the Kenmore portion of the corridor. This project has been a city priority since our 1998 incorporation, and the city has invested over \$10 million in its own funds on improving State Route 522. An additional \$12 million is needed to finish the final phase of the SR 522 corridor project in Kenmore.

Capital Funding Requests

- *Boathouse at Rhododendron Park* - Kenmore requests \$500,000 to fund a boathouse at Rhododendron Park. Kenmore is committed to increasing the public's access to the City's waterfront, including the Sammamish River and Lake Washington. This project will result in a beautiful building (designed by a local architect) that will provide for youth recreation programming and boat storage for rowing and other waterfront programs. The City is investing its own dollars in a future dock to complement the building. The city has also invested in site and building design and has begun the permitting process for the site. The project should be permitted and "shovel ready" by mid-2015.

Total Project Cost:	\$1,041,060
Funding and Resources Committed By the City:	
Park Land	
Site Investigation, Engineering, Design, and Permitting:	\$96,060
Dock and Ramp Design and Installation:	\$145,000
Subtotal of Funding Committed By the City:	\$241,060
Funding to come from the Rowing Community:	\$300,000
State Capital Budget Request:	\$500,000

City of Kenmore
Legislative Agenda for 2015-17 Legislative Biennia

Capital Funding Requests (Continued)

- *Fully Fund State Grant Programs* – Kenmore supports fully funding the Washington Wildlife and Recreation Program (WWRP). The city has two local parks that have been selected through WWRP's competitive selection process: *Moorlands Park (ranked 37 out of 70)* and *Squires Landing (ranked 51 out of 70)*. In order for the City to receive this grant funding, the program needs to be fully funded. The City also supports full funding of the Aquatic Lands Enhancement Account. The city's *Log Boom Pedestrian Bridge* projected is currently ranked 22 out of 23 to receive funds from this account.

DOE Funding to Sample & Analyze Sediment

The city of Kenmore respectfully requests approval of funding in the Department of Ecology Budget for Phase 2 additional sampling and analysis of sediment in selected areas of North East Lake Washington and near-shore areas identified in screening level sampling and analysis performed in 2012-2013. In addition, the city supports sufficient funding in the Model Toxics Control Act (MTCA) for toxin clean up and stormwater funding.

Saint Edward Seminary Building Rehabilitation

The city of Kenmore respectfully requests legislative support for a proposal from Daniels Real Estate and Bastyr University to rehabilitate the historic Saint Edward Seminary Building in Saint Edward State Park in Kenmore. The city supports the Parks Commission November 2013 Resolution calling for public and private partnerships to save and activate this important historic resource.

Policy Statements

The items below are legislative items that the City of Kenmore supports; however, they are not a top legislative priority.

AWC Legislative Agenda

The city of Kenmore is a member of the Association of Washington Cities and generally supports the Legislative Agenda adopted by the AWC, including restoring liquor revenue to cities.

Marijuana Revenues

The city requests that cities are allocated a portion of marijuana tax revenues to fund increased public safety demands created by the legalization of marijuana. Additionally, within marijuana revenues currently dedicated to substance abuse, health care, and education, the city supports funds being allocated to counseling for youth addicted to marijuana.

Product Stewardship

The city of Kenmore supports legislation creating a statewide product stewardship program, including paint, medicine, and mercury-containing fluorescent light take-back programs. This legislation would require manufacturers that sell products in Washington to develop, fund, and implement a take-back system for unwanted, unused, or left over products across these categories. King County has developed a local medicine program and the State of Washington is in the process of developing a mercury-containing fluorescent light program.

Prevent Human Trafficking

The city of Kenmore recognizes that human trafficking is a problem in all communities, and supports legislation that provides tools and solutions to prevent and intervene in human trafficking.



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic:
Public Hearing On Proposed Tax Levy for 2016

For Council Meeting Agenda of: November 16, 2015

Department: Finance and Administration

Prepared by: Joanne Gregory

Proposed Council Action/Motion:
Public Hearing on Proposed Tax Levy Necessary
to Meet Authorized Tax-Supported Estimated
Expenses for the Year 2016.
No Council Action is Required.

Initial & Date
Approved by Department Head: *[Signature]* 11/15/15
Approved by City Attorney: *[Signature]* 11/15/15
Approved by Finance Director: *[Signature]* 11/15/15
Approved by City Manager: *[Signature]* 11/15/15

Exhibits/Attachments:
Draft Ordinance No. 15-0411
Powerpoint Presentation for Public Hearing

Expenditure Required None

Amount Budgeted

2016 Property Tax Levy: \$4,521,519

Appropriation Required N/A

INFORMATION/BACKGROUND:

A presentation and public hearing will be held November 16, 2015 regarding the proposed tax levy for 2016.

FISCAL CONSIDERATION:

The 2015 property tax levy was \$4,440,079 (the adopted budget was \$4,427,247). The budgeted levy for 2016 is \$4,521,519. The City is allowed to increase its levy by the lesser of one (1) percent or the percentage increase in the July IPD (Implicit Price Deflator). The IPD this year is .25% (which is less than 1%).

The County Assessor has only released preliminary levy information at this time. Based on what has been received, the proposed property tax levy for 2016 would be \$4,557,804 which includes the allowable .25% increase over 2015 (\$11,100), new construction which adds about \$104,630 (or 2.3%) to the tax rolls, and \$1,995 of refunds to be relieved. This levy will exceed our budgeted levy by \$36,285 which anticipated a 1% increase and \$50,000 of new construction.

The .25% increase in the property tax levy will not have a dramatic increase on the tax that a homeowner pays. In fact with the increase in assessed valuation for the entire City, the levy rate will decline from \$1.36 to \$1.26 for each \$1,000 of assessed value.

If the City Council were to approve the increase of .25% to the levy for 2016, this would generate additional revenue of \$11,100 which will also provide a compounding revenue benefit in future levies. The City also has "banked capacity" property tax available which is unused levy authority from prior years when the City chose to not take the allowable 1% increase. The City's banked tax capacity is currently \$554,906.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

RCW. 84.55.120 The legislative body must hold a public hearing for the coming year's budget including consideration of possible increases in property tax revenues, before taking action on the property tax levy.

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**CITY OF KENMORE
WASHINGTON**

DRAFT ORDINANCE NO. 15-0411

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
RELATING TO THE 2016 REGULAR PROPERTY TAX LEVY;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Kenmore, Washington, has met and considered its biennial budget for calendar years 2015-2016; and

WHEREAS, the City Council held Public Hearings on November 9 and November 16, 2015 to consider the City's current expense budget and revenue sources pursuant to RCW 84.55.120; and

WHEREAS, after a Public Hearing, and after duly considering all relevant evidence and testimony presented, the City Council determined that the City of Kenmore requires an estimated regular tax levy in the amount of \$4,557,804 which includes a one quarter of one percent (.25%) increase of \$11,100 from the previous year and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest (the actual levy to be calculated by the King County Assessor's Office once the City's assessed value is certified by the Assessor);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Regular Tax Levy. An increase in the regular property tax levy is hereby authorized for the 2016 levy in the amount of \$11,100 which is a one quarter of one percent (.25%) from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

Section 2. Transmittal. The City Clerk is directed to transmit a certified copy of this Ordinance to the Office of the Auditor of the State of Washington, Division of Municipal Corporations, to the King County Assessor, to the Clerk of the King County Council, and to any other agency required by law to receive a copy of this Ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23th DAY OF NOVEMBER, 2015.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod P. Kaseguma

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

City of Kenmore Public Hearing
2016 Property Tax Levy



City Council Meeting November 16, 2015

Key dates...

November 9,
2015

- Public Hearing on
 - 2015-2020 Capital Improvement Program (CIP) Amendments
 - 2015-2016 Mid Biennial Budget Amendment

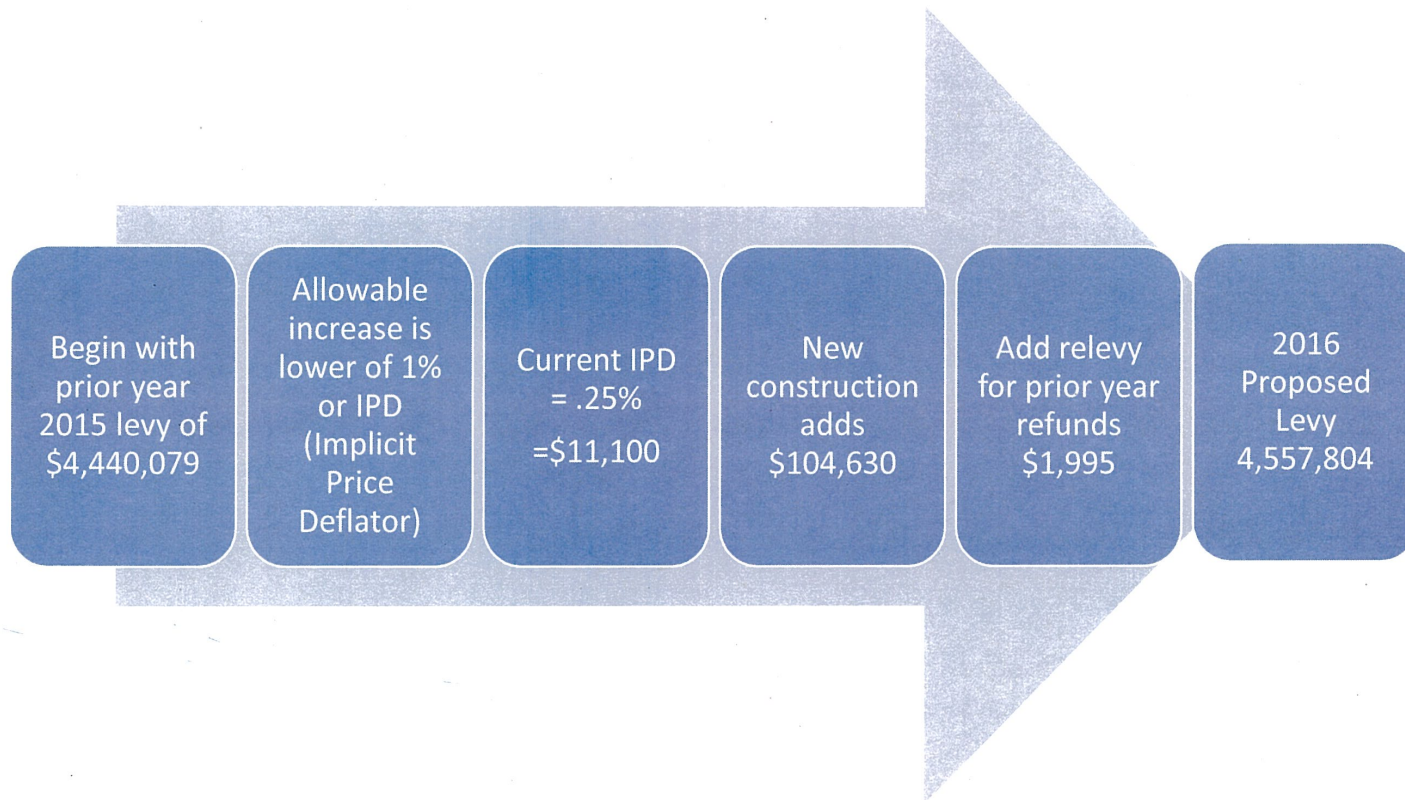
November 16,
2015

- Public Hearing on 2016 Tax Levy

November 23,
2015

- Adopt 2016 Tax Levy
- Adopt 2015-2020 CIP Amendments
- Adopt 2015-2016 Mid Biennial Budget Amendment

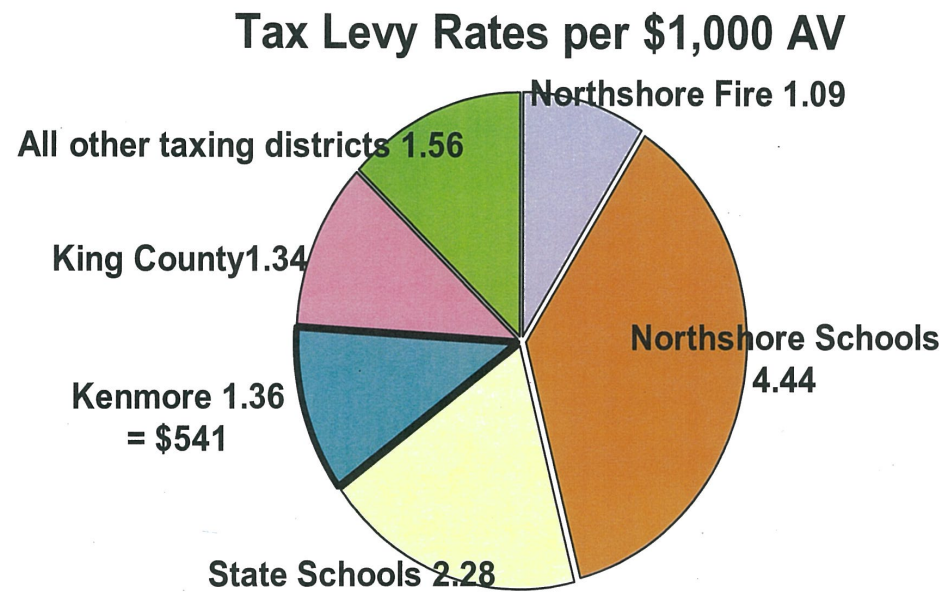
Annually the City Council must set the Tax Levy



Property taxes and assessed valuation

- **Proposed** 2016 tax levy = **\$4,557,804**
- .25% increase (\$11,100) over last year
 - \$104,630 new construction
 - \$76,671,414 AV (preliminary)
 - 2.3% increase, highest since 2009
 - Relevy prior refunds = \$1,995
- **Budgeted** 2016 tax levy = **\$4,521,519**
 - 1% increase + \$50K new construction
 - Proposed > budget by **\$36,285**
- Total 2016 Assessed Valuation (AV):
 - \$3,609,178,820 includes new construction
 - 10.2% **increase in AV** from 2015
 - tax rate projected at **1.26/\$1,000 AV**
 - decrease from **1.36** in 2015 even with the .25% allowable increase (*without .25% the rate would be close to 1.25*)

Illustration of the 2015 Property Tax Distribution for a \$398,000 Home*

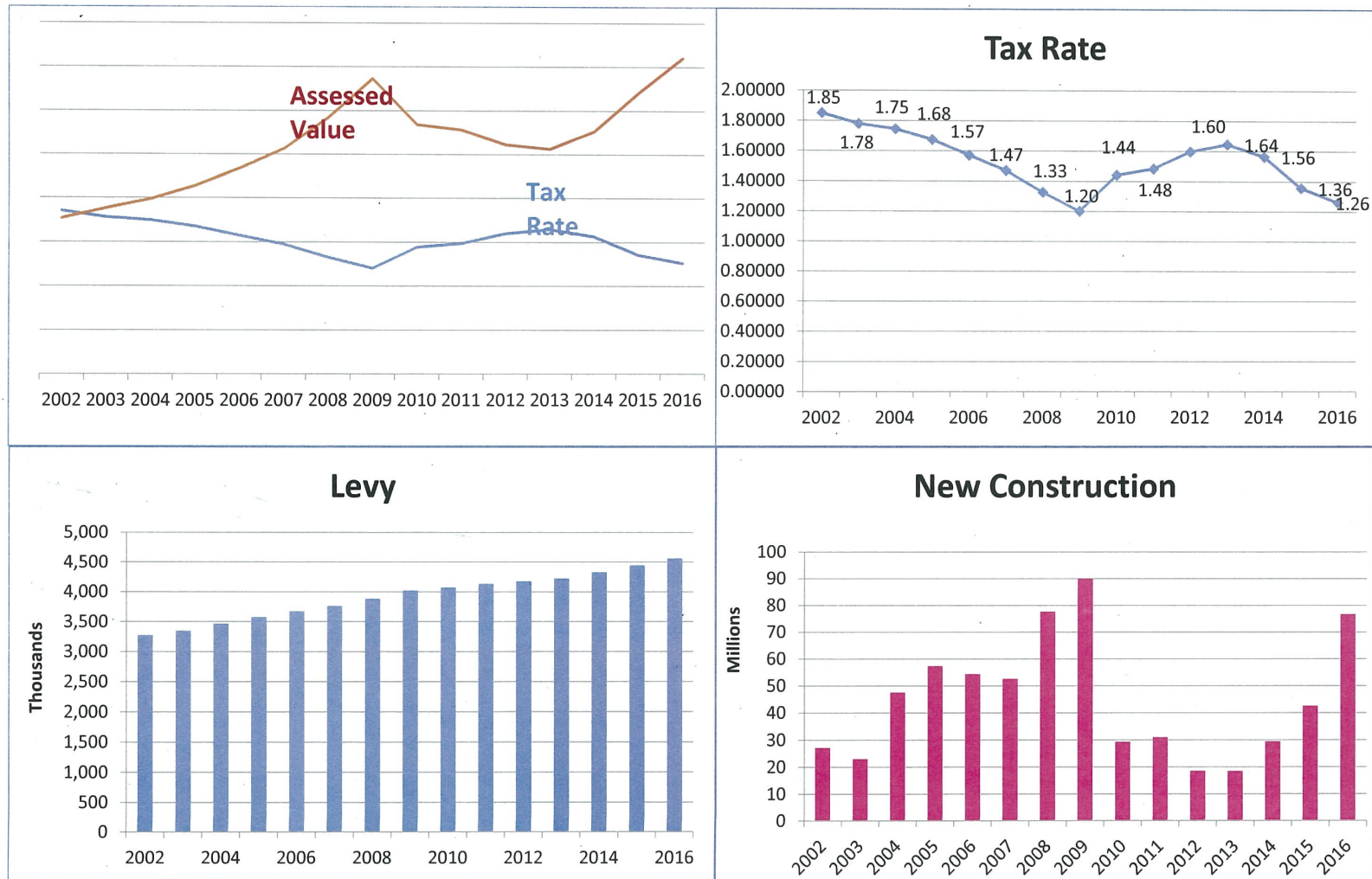


* 2015 Kenmore Median Residence Value

Estimated total tax bill of \$4,804

Percentages of total tax bill are based on tax rates for the various jurisdictions (total \$12.07)

Property Tax Rates, AV, & New Construction



11/5/2015

City of Kenmore, Washington

6

THANK YOU!

The presentation portion
of the Public Hearing on
setting the 2016 Property
Tax Levy is concluded

The next actions will be:

- November 23: Ordinance to set
the 2016 Property Tax Levy

Open for Questions and
Public Comment

Subject/Topic: Cityworks Training (Service Request/Citizen Action Request System) Proposed Council Action/Motion: No Action/Motion is being proposed.	For Council Meeting Agenda of: November 16, 2015 Department: Public Works Prepared by: Richard Sawyer To Be Presented By: Richard Sawyer  <u>Initial & Date</u> Approved by Department Head: KMD 11/5/15 Approved by City Attorney: NA Approved by Finance Director: [Signature] 11/5/15 Approved by City Manager: [Signature] Exhibits/Attachments: NA
Expenditure Required NA Amount Budgeted NA Appropriation Required NA	
<u>INFORMATION/BACKGROUND:</u> In 2014, Public Works implemented Cityworks to manage Service Requests (previously referred to as Citizen Action Requests or CARS), inspections and work orders. To date, Public Works has been the primary user of Cityworks, but the Service Request component is now being rolled out to all City staff, Directors and Council. The goal of this presentation is to provide Council guidance on how to log in and use Cityworks. In addition to the service requests input into Cityworks since it went live in 2014, historical service requests from previous sources have been migrated to Cityworks. Approximately 3,829 records from the City's previous system (iWorq 2009-2014), 3,453 records from a Microsoft Access database used prior to iWorq (1998-2009), 526 previously unfiled hardcopy records and 970 King County records (spanning pre-incorporation to current day) are available in Cityworks. To date, the system has over 11,000 service requests. Cityworks is accessed through an internet browser and requires a secure login and password. Access to service request information and documentation is available only to City staff and Council. Cityworks information is public record and can be requested by the public through the Public Records Request process.	
<u>SCHEDULE:</u> NA	
<u>FISCAL CONSIDERATION:</u> The City's Cityworks license is \$20,000 per year and allows access to all City staff and Council.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to establish a contemporary information technology program	