	City Council Meeting **November 17, 2014 - 7:30 PM** **Auburn City Hall** **AGENDA** Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Flag Salute**

B. **Roll Call**

C. **Announcements, Appointments, and Presentations**

1. Entrepreneurship Week Proclamation
Mayor Backus to proclaim November 17-23, 2014 as "Entrepreneurship Week" in the City of Auburn.

2. Shop Local Presentation by Auburn Downtown Association

D. **Agenda Modifications**

II. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

1. **2015-2016 Preliminary Biennial Budget (Wales/Coleman)**
All persons interested are encouraged to participate in this public hearing by making comments, proposals, and suggestions to the City Council and Mayor to consider prior to adoption of the City of Auburn's 2015-2016 Biennial Budget.

B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. **Correspondence**
There is no correspondence for Council review.

III. **COUNCIL COMMITTEE REPORTS**

A. **Municipal Services**

1. **November 10, 2104 Minutes* (Peloza)**

B. **Planning & Community Development**

1. **November 10, 2014 Minutes* (Holman)**

C. **Public Works**

1. **November 3, 2014 Minutes* (Osborne)**

D. **Finance**

1. **November 3, 2014 Minutes* (Wales)**

E. **Les Gove Community Campus**

1. The next regular meeting of the Les Gove Community Campus Commitee is scheduled for November 26, 2014 (Wagner)

F. **Council Operations Committee**

1. The next regular meeting of the Council Operations Committee is scheduled for November 24, 2014 (Wagner)

G. **Junior City Council**

1. The next regular meeting of the Junior City Council is scheduled for November 17, 2014 (Wagner)

IV. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. **November 3, 2014 Regular Meeting Minutes***

B. **Claims Vouchers (Wales/Coleman)**
Claims voucher numbers 431138 through 431307 in the amount of $1,976,866.07 and dated November 17, 2014.

C. **Payroll Vouchers (Wales/Coleman)**
Payroll check numbers 535092 through 535125 in the amount of $890,419.15, electronic deposit transmissions in the amount of $1,300,870.369 for a grand total of $2,191,289.51 for the period covering October 30, 2014 to November 12, 2014.

D. **Project CP0607 (Holman/Snyder)**
City Council to accept construction of Project CP0607, Auburn Activity Center at Les Gove, and approve Final Pay Estimate No. 18 in the amount of $17,991.31

E. **Public Works Project No. CP1410* (Osborne/Snyder)**
City Council to approve Final Pay Estimate No. 1 to Small Works Contract No. 14-22 in the amount of $62,156.51 and accept construction of Project No. CP1410, 2014 Arterial & Collector Crack Seal Project

F. **Annual On-Call Agreements* (Osborne/Snyder)**
City Council to approve the annual on-call Professional Service amendments for 2015

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

V. UNFINISHED BUSINESS

There is no unfinished business.

VI. NEW BUSINESS

There is no new business.

VII. ORDINANCES

A. **Ordinance No. 6538* (Wales/Coleman)**
An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2015 for general City operational purposes in the amount of $16,879,116.00

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6538.)

B. **Ordinance No. 6541* (Holman/Snyder)**
An Ordinance of the City Council of the City of Auburn, Washington, relating to Planning; adopting Comprehensive Plan Text Amendments pursuant to the provisions of RCW Chapter 36.70

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6541.)

VIII. RESOLUTIONS

A. **Resolution No. 5106* (Peloza/Tiedeman)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a 3 year agreement with GATSO USA, Inc. for photo enforcement solutions

(RECOMMENDED ACTION: City Council adopt Resolution No. 5106.)

B. **Resolution No. 5110* (Peloza/Heid)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute interlocal agreements between the City of Auburn and King County and the Cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila for the establishment, implementation and operation of the Puget Sound Emergency Radio Network System (PSERN)

(RECOMMENDED ACTION: City Council adopt Resolution No. 5110.)

IX. REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

X. **ADJOURNMENT**

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

*Denotes attachments included in the agenda packet.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
2015-2016 Preliminary Biennial Budget

Date:
November 6, 2014

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council to conduct a public hearing to receive public comments, proposals and suggestions on the 2015-2016 Preliminary Biennial Budget.

Background Summary:

All persons interested are encouraged to participate in this public hearing by making comments, proposals, and suggestions to the City Council and Mayor to consider prior to adoption of the City of Auburn's 2015-2016 Biennial Budget.

Reviewed by Council Committees:

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	November 17, 2014	**Item Number:**	PH.1

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 10, 2104 Minutes

Date:
November 12, 2014

Department:
Police

Attachments:
Minutes - November 10, 2104

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Peloza

Staff:

Meeting Date: November 17, 2014

Item Number: MS.1

CITY OF AUBURN WASHINGTON	**Municipal Services Committee** **November 10, 2014 - 3:30 PM** **City Hall Conference Room 3** **MINUTES**

I. CALL TO ORDER

Chair Peloza called the meeting to order at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Peloza, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present were: Mayor Nancy Backus; Chief of Police Bob Lee; City Attorney Dan Heid; Finance Director Shelley Coleman; Emergency Preparedness Manager Sarah Miller; and Police Secretary Sue Van Slyke.

Others present: Robert Whale of the Auburn Reporter.

B. Announcements

There were no announcements.

C. Agenda Modifications

1. Resolution No. 5110 (Heid)

An agenda modification for Resolution No. 5110 was presented by City Attorney Dan Heid. Resolution No. 5110 authorizes the Mayor to negotiate and execute interlocal agreements between the City of Auburn and King County and the cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila for the establishment, implementation and operation of the Puget Sound Emergency Radio Network System (PSERN).

Mr. Heid explained that the agreement is to establish a replacement emergency radio system since the exiting system is outdated. King County is planning to place a bond issue on the ballot for April 2015. This agreement in discussion is not in full and complete final form. Presented are the most current collection of terms that have been developed. Exhibit A is for the formation mechanism that will create the radio system and is for all parties that currently have radio systems. Exhibit B will be the operation system which will be a separate non-profit. If the bond issue is approved by the voters for the replacement radio system, the end result is to become one network instead of multiple networks which will place all user groups under one common umbrella.

Mayor Backus stressed that the existing equipment must be replaced due to the fact that the current vendor, Motorola, will no longer support the equipment after 2017. The bond is designated for equipment only. Mr. Heid stated that user fees will provide the operational costs. All Cities will have a user agreement. The City of Auburn's outlay will most likely be included in the 2020/21 budget.

Vice Chair Osborne moved and Member DaCorsi seconded to move Resolution No. 5096 to full council for consideration.

Motion carried unanimously. 3-0

II. CONSENT AGENDA

A. Minutes - October 27, 2014 (Peloza)

Vice Chair Osborne moved and Member DaCorsi seconded to approve the October 27, 2104 Municipal Services Committee meeting minutes as written.

Motion carried unanimously. 3-0

III. ACTION

A. Resolution No. 5096 (Miller)

Emergency Preparedness Manager Sarah Miller presented Resolution No. 5096 to the Committee. Resolution No. 5096 will authorize the adoption of the 2014 King County Regional Hazard Mitigation Plan including the City of Auburn Plan Annex.

Ms. Miller stated that the City of Auburn was a signatory to the King County Regional Hazard Mitigation Plan in the past but conducted a "stand alone" mitigation plan in 2014. If this plan is adopted, it would put the City of Auburn on the same cycle as the county so the city would always be part of the King County plan. Having a Hazard Mitigation plan makes the City eligible for Hazardous Mitigation grants, two of which are in process; Public Works and IT. Ms. Miller informed the Committee that the City of Auburn cannot make any changes to this document except to the City of Auburn Annex.

Committee discussion was held. Vice Chair Osborne inquired as to the Critical Facilities list on page 85 and about any federal facilities within the city of Auburn. Ms. Miller explained that the facilities are specified by the Federal government as to what is designated as a critical facility. Vice Chair Osborne suggested that the FAA facility located in Auburn should be on the list.

Chair Peloza inquired as to why the City of Auburn is not a member of the Cities Climate change partnership as listed on page 108. Ms. Miller stated that she does not believe we are part of that specific partnership and the document implies that it is an Eastside collaboration, with the exception of Tukwila.

Vice Chair Osborne considered the 500 Year Flood Plan shown on page 199 and asked how these critical facilities were determined, especially for schools. Vice Chair Osborne stipulated that Cascade Middle School would be affected.

Ms. Miller will check into these issues and report back to the Committee.

Vice Chair Osborne moved and Member DaCorsi seconded to move Resolution No. 5096 to full council for consideration.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. Pet Licensing Program/AVHS Board Review (Coleman)

Finance Director Shelley Coleman discussed the Pet Licensing Program and the AVHS Board Review with the Committee. Director Coleman stated that the program has improved over time and is bringing in more revenue. Director Coleman stated that her department is looking at the most cost effective ways to insure that more pet owners are compliant. Chair Peloza suggested outreach to the various service clubs in the city by presenting a program on the need to license your pet.

B. SCORE Jail Stats (Coleman)

Finance Director Shelley Coleman reviewed the SCORE Jail Statistics with the Committee. Vice Chair Osborn commented that the exceptional program is going in the right direction. It is also resulting in increasing dividends.

C. Solid Waste Rate Review (Coleman)

Finance Director Shelley Coleman presented the Solid Waste Rate Review to the Committee. Chair Peloza commented that commercial businesses are still subsidizing this program which helps place money in the reserves. Director Coleman stated that residential is paying for itself now where as in the past, commercial was subsidizing at a higher rate. The goal to not incur a rate increase for solid waste in 2015 has been accomplished.

D. Project Matrix (Peloza)

Changes to the Project Matrix include:

10P: Review date TBD, Status to state - The GATSO proposal was reviewed by the Municipal Services Committee on 10/27/14. Currently at City Council for action.

12P: Review Date TBD

28P: Review Date June 2015. Status to state - Review for residential/commercial rates and cash flow stability.

29P: Status to include - City and restaurant in negotiations.

6I: Review Date TBD

V. ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 5:05 p.m.

APPROVED this ___________ day of __________________, 2014.

______________________ ____________________________

Bill Peloza, Chair Sue Van Slyke, Police Secretary

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 10, 2014 Minutes

Date:
November 12, 2014

Department:
Administration

Attachments:
11-10-2014 minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Holman

Staff:

Meeting Date: November 17, 2014

Item Number: PCD.1

CITY OF AUBURN WASHINGTON	**Planning and Community Development** **November 10, 2014 - 5:00 PM** **Annex Conference Room 2** **MINUTES**

I. CALL TO ORDER

Vice-Chair Wales called the meeting to order at 5:00 p.m. in Annex Conference Room 2 located on the 2nd floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Vice-Chair Largo Wales and Member Yolanda Trout were present, Chair John Holman arrived after II. A. Consent Agenda. Also present were Assistant Director of Community Development Services Jeff Tate; Assistant Director Engineer/City Engineer Ingrid Gaub; Utility Engineering Manager Lisa Tobin; Water Utility Manager Susan Fenhaus; Planning Services Manager Jeff Dixon; and Community Development Secretary Tina Kriss.

Members of the audience present: Laura Westergard, Executive Director of the Auburn Downtown Association.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no agenda modifications.

II. CONSENT AGENDA

A. Minutes - October 13, 2014 (Tate)

Member Trout moved and Vice-Chair Wales seconded to approve the October 13, 2014 Planning and Community Development Committee minutes as written.

Motion carried unanimously. 2-0

III. ACTION

A. Activity Center CP1015 (Tate)

Assistant Director Tate provided a brief history and overview of the Auburn Activity Center project, CP0607, and staff's recommendation to release retainage and to accept construction of the building. Staff is asking for approval of the Final Pay Estimate No. 18 in the amount of $17,991.30. There will be no budget impact. The Committee and staff discussed the project and LEED Certification.

Member Trout moved and Vice-Chair Wales seconded to accept construction of the Auburn Activity Center, Project CP0607, and approve Final Pay Estimate No. 18.

Motion approved. 2-0

IV. DISCUSSION ITEMS

A. Water System Comprehensive Plan Review (Fenhaus)

Water Utility Engineer Susan Fenhaus and Utility Engineering Manager Lisa Tobin reviewed Chapters 2-6 of the draft Water System Comprehensive Plan with the Committee. In addition; an overview of the review schedule was also provided. The Committee and staff discussed the service needs and capacities of the City.

The Committee and staff discussed the water pressure and fees for different locations. Staff pointed out that the water service in some areas of the Lakeland/Pierce County area are provided by Bonney Lake Water and that there can be additional charges for that service.

B. 2014 Comprehensive Plan Amendments (Dixon)

Planning Services Manager Jeff Dixon reviewed the City of Auburn 2014 Comprehensive Plan Amendments, CPA14-0001. Staff explained that Policy/Text amendments P/T #1 through #5 were brought before the Planning Commission for public hearing on November 5, 2014. The Planning Commission forwarded a recommendation for approval of CPA14-0001, P/T #1 through P/T #5 to City Council on all comprehensive plan amendments. Chair Holman arrived and began facilitating the meeting. Staff discussed the Planning Commission recommendations with the Committee through a review of the summary matrix. .

Staff also noted that the Planning Commission action considered six (6) revised pages of the City's Capital Facilities Plan (CFP). Staff also noted a letter from the Federal Way School District in support of the approval of the Federal Way School District's Capital Facilities Plan and its inclusion into the City of Auburn's Comprehensive Plan.

After discussion, the Committee determined that they would take action on CPA14-0001, P/T #1 through P/T #5.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council approval of the 2014 Comprehensive Plan Amendments P/T #1 through P/T #5, ZOA14-0001, and inclusion into the City of Auburn's Comprehensive Plan.

Motion unanimously approved. 3-0

C. Director's Report (Tate)

Assistant Director Tate distributed a 2013 and 2014 Permit Activity Summary Report from January 1, through September 30th showing a comparison of commercial, single-family residential, and other types of permits issued and the valuations, and fees charged.
A map was also distributed showing the location of Active Subdivisions in 2014 within the City.

Although the City issued less building permits in 2014 (by 68) the commercial construction value increased to $11,729,136.83. Staff pointed out number of web based permits and increase of those the City processed in 2014.

Staff also reviewed the General Approach for the City's major Comprehensive Plan Update, Chapter 1, the Vision and Approach and related the themes from the City's Visioning effort and proposed for use in the major Comprehensive Plan Update to the subject areas of the Committee's subject tracking matrix.

D. PCDC Status Matrix (Tate)

There were no changes or additions by the Committee.

V. ADJOURNMENT

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 7:16 p.m.

Approved this ________ day of ____________________________________, 2014.

____

John Holman, Chair

____

Tina Kriss, Secretary

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 3, 2014 Minutes

Date:
November 6, 2014

Department:
Public Works

Attachments:
Draft Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

See attached draft minutes.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff:

Meeting Date: November 17, 2014

Item Number: PW.1

CITY OF AUBURN WASHINGTON	**Public Works Committee** **November 3, 2014 - 3:30 PM** **Annex Conference Room 2** **MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Peloza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Community Development & Public Works Director Kevin Snyder, Assistant Director of Engineering/City Engineer Ingrid Gaub, Assistant Director of Public Works Operations Randy Bailey, Assistant City Engineer Jacob Sweeting, Utility Engineering Manager Lisa Tobin, Finance Director Shelley Coleman, Water Utility Engineer Susan Fenhaus, Transportation Manager Pablo Para, Engineering Aide Amber Price, Project Engineer Seth Wickstrom, Capital Projects Manager Ryan Vondrak, Traffic Engineer James Webb, Street Systems Engineer Jai Carter, Water Resources Technician Carlene Teterud, Sewer Utility Engineer Bob Elwell and Public Works Secretary Molly Mendez.

Members of the public in attendance included: Jennifer Wynkoop and Jim Bet.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no modifications to the agenda.

II. CONSENT AGENDA

A. Approval of Minutes

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, October 20, 2014.

Motion carried 3-0.

III. ACTION

A. Right-of-Way Use Permit No. 09-45 (Price)
Approve Right-of-Way Use Permit No. 09-45 for The Boeing Company

Engineering Aide Price explained Right-of-Way Use Permit No. 09-45 is a renewal for The Boeing Company for 21 existing monitoring wells at various locations in City right-of-way. In addition, they have also requested to install four additional monitoring wells in the City right-of-way. There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Right-of-Way Use Permit No. 09-45 for The Boeing Company.

Motion carried 3-0.

B. Public Works Project No. C512A (Wickstrom)
Reject all bids to Contract No. 13-12 for Project No. C512A, Well 4 Emergency Power Improvements and grant permission to re-advertise for bids

Project Engineer Wickstrom stated this was for the bid opening for Project No. C512A, Well 4 Emergency Power Improvements. After reviewing the bids, City staff has determined that none of the bidders satisfied the requirements and, therefore, all bids were considered non-responsive. Staff recommends the project be re-advertised in early November 2014 with revisions to the contract documents to address issues identified in the bidding process. There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee reject all bids to Contract No. 13-12 for Project No. C512A, Well 4 Emergency Power Improvements and grant permission to re-advertise for bids.

Motion carried 3-0.

C. Public Works Project No. CP1409 (Wickstrom)
Award Small Works Contract No. 14-20, to Scotty's General Construction, Inc. on their low bid of $86,590.00 for Project No. CP1409, Oravetz Pl SE Flooding Mitigation

Project Engineer Wickstrom provided a brief background summary of the project.

In response to a question asked by Vice-Chair Peloza, Project Engineer Wickstrom explained that the contractor will work closely with the Auburn Valley Humane Society to reduce the parking impact during construction.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee award Small Works Contract No. 14-20, to Scottys General Construction, Inc. on their low bid of $86,590.00 for Project No. CP1409, Oravetz Pl SE Flooding Mitigation.

Motion carried 3-0.

D. Public Works Project No. CP0915 (Vondrak)
Grant permission to advertise for bids for Project No. CP0915 Well 1 On-site Improvements

Capital Projects Manager Vondrak provided a brief background summary of the project and advised that staff is seeking permission to advertise for bids. Vondrak noted the words "and third variable frequency drive pump" should be removed from the background summary portion on the Agenda Bill.

Assistant Director of Engineering/City Engineer Gaub responded to a question asked by Vice-Chair Peloza regarding the length of time Well 1 has been inoperable.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee grant permission to advertise for bids for Project No. CP0915, Well 1 On-site Improvements.

Motion carried 3-0.

E. Transportation Design Standard Update (Para)
Approve proposed revisions to Transportation Design Standards Section 10.01.5

Transportation Manager Para explained that the proposed revisions to the Transportation Design Standards Section 10.01.5 will make minor changes to maintain consistency with the proposed revisions under Title 17. There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve proposed revisions to Transportation Design Standards Section 10.01.5.

Motion carried 3-0.

F. Resolution No. 5109 (Sweeting)
A Resolution of the City Council of the City of Auburn, Washington, confirming the determination of emergency for damage to 8th Street NE between Harvey Road and Henry Road caused by a vehicle-

hydrant collision on October 22, 2014 and ratifying and confirming prior acts

Assistant City Engineer Sweeting informed the Committee that on October 22, 2014, a vehicle struck a fire hydrant on 8th Street NE. The collision caused a fire hydrant and water line break that resulted in damage to the roadway, landscaping, and sidewalk. Resolution No. 5109 declares and confirms a determination of emergency that allows the Mayor to negotiate and enter into contracts with qualified contractors to repair the damage because there is not sufficient time to enable the City to go through the normal purchasing and contracting process.

Assistant Director of Engineering/City Engineer Gaub responded to a question asked by Vice-Chair Peloza regarding the estimated cost. Assistant Director of Engineering/City Engineer Gaub confirmed the driver has insurance following a question asked by Vice-Chair Peloza.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee adopt Resolution No. 5109.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Ordinance No. 6538 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2015 for general City operational purposes in the amount of $16,879,116.00

Finance Director Coleman provided a brief background summary of Ordinance No. 6538.

In response to a question asked by Vice-Chair Peloza, Finance Director Coleman confirmed the new staff positions are included in the budget.

Finance Director Coleman explained the procedure for protesting property tax in response to a question asked by Member DaCorsi.

Finance Director Coleman noted that there will be an agenda modification for the City Council meeting which will request permission to bid for the Airport Hanger Row Improvement Project.

B. Fats, Oils, and Grease (FOG) Reduction Program (Elwell)

Sewer Utility Engineer Elwell introduced Water Resources Technician Teterud to the Committee. Elwell noted that Teterud manages the Fats, Oils, and Grease (FOG) Reduction Program.

Using a slideshow presentation, Sewer Utility Engineer Elwell briefed the Committee on the Fats, Oils, and Grease (FOG) Reduction Program.

There was a group discussion regarding restaurants on MIT land following a question asked by Vice-Chair Peloza.

Water Resources Technician Teterud briefly explained the FOG inspection process.

Sewer Utility Engineer Elwell responded to a question asked by Member DaCorsi regarding the overall City condition pertaining to the FOG program.

There was a group discussion regarding public outreach for the disposal of pharmaceutical drugs.

C. 2015 Transportation Impact Fees (Webb)

Transportation Manager Para provided a brief overview of the Draft 2014 Transportation Impact Fee Update.

There was a group discussion regarding the Auburn Way South Bypass following a question asked by Chairman Osborne.

Chairman Osborne requested to have hard copies of the Transportation Improvement Program printed for each Councilmember. Staff will provide as requested.

D. Street Selection for 2015 Pavement Patching and Overlay Project (Carter)

Street Systems Engineer Carter provided a brief summary of the Street Selection for 2015 Pavement Patching and Overlay Project.

There was a group discussion using the maps provided in the packet.

E. Capital Project Status Report (Sweeting)

<u>Item 7 – CP1208 – Sewer Pump Station Improvements (Repair & Replacement Program):</u>
Assistant City Engineer Sweeting confirmed the finish date will likely be delayed due to certain materials that were ordered in response to a question asked by Chairman Osborne.

Item 30 – CP1323 – 2017 Local Street Reconstruction Project: Responding to a question asked by Member DaCorsi, Assistant City Engineer Sweeting stated staff will know more in the next couple of weeks regarding the finish date and will update the Committee at the next meeting.

F. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

There were no questions from the Committee.

G. Action Tracking Matrix (Gaub)

Vice-Chair Peloza commented that the signage indicating rough road ahead on 105th Place SE at 107th is helpful.

V. ADJOURNMENT

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:30 p.m.

Approved this 17th day of November, 2014.

Wayne Osborne Chairman	Molly Mendez Public Works Department Secretary

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 3, 2014 Minutes

Date:
November 10, 2014

Department:
Administration

Attachments:
11-3-2014 minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Wales

Staff:

Meeting Date: November 17, 2014

Item Number: FN.1

CITY OF AUBURN WASHINGTON	**Finance Committee** **November 3, 2014 - 5:00 PM** **Annex Conference Room 1** **MINUTES**

I. CALL TO ORDER

Vice Chair John Holman called the meeting to order at 5:00 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex at 1 East Main Street in Auburn.

A. Roll Call

Vice Chair Holman and Member Yolanda Trout were present. Chair Largo Wales was excused.

Officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Director of Community Development and Public Works Kevin Snyder, and City Clerk Danielle Daskam.

B. Announcements

There was no announcement.

C. Agenda Modifications

A request to advertise for bids for the Auburn Municipal Airport T-Hangar Enclosure project was added to the Consent Agenda.

II. CONSENT AGENDA

A. October 20, 2014 Minutes

Member Trout moved and Vice Chair Holman seconded to approve the October 20, 2014 minutes.

MOTION CARRIED UNANIMOUSLY. 2-0

B. Claims Vouchers (Coleman)
Claims voucher numbers 430974 through 431137 in the amount of $1,534,685.34 and four wire transfers in the amount of $58,965.29 and dated November 3, 2014.

Committee members reviewed the claims vouchers.

Member Trout moved and Vice Chair Holman seconded to approve the claims vouchers as presented.

MOTION CARRIED UNANIMOUSLY. 2-0

C. Payroll Vouchers (Coleman)
Payroll check numbers 535056 through 535090 in the amount of $271,614.07 and electronic deposit transmissions in the amount of $1,287,962.99 for a grand total of $1,559,577.06 for the period covering October 16, 2014 to October 29, 2014.

Member Trout moved and Vice Chair Holman seconded to approve the payroll vouchers as presented.

MOTION CARRIED UNANIMOUSLY. 2-0

D. Auburn Municipal Airport T-Hangar Enclosure Project
City Council grant permission to advertise the Auburn Municipal Airport T-Hangar Enclosure Project.

Finance Director Coleman presented the request to advertise for bids for the Auburn Municipal Airport T-Hangar Enclosure Project.

Member Trout moved and Vice Chair Holman seconded to approve and forward the request to advertise for bids for the Auburn Municipal Airport T-Hangar Enclosure Project.

MOTION CARRIED UNANIMOUSLY. 2-0

III. DISCUSSION ITEMS

A. Ordinance No. 6538 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2015 for general City operational purposes in the amount of $16,879,116.00

Finance Director Coleman presented Ordinance No. 6538 for Committee review. Ordinance No. 6538 establishes the property tax levy for the calendar year 2015. The estimated total 2015 property tax levy is $16,879,116.00. Director Coleman advised the levy amount is based on the most current information from the counties. The ordinance will be presented to the full Council for consideration on November 17, 2014.

B. Auburn School District Impact Fees (Coleman)

Finance Director Coleman explained the City of Auburn collects Auburn School District impact fees pursuant to an interlocal agreement between the City and the District. In accordance with the interlocal agreement, the District is required to submit an annual report on how the impact fees are utilized. The report is provided for information purposes only.

IV. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:08 p.m.

APPROVED this 17th day of November, 2014.

LARGO WALES, CHAIR

Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 3, 2014 Regular Meeting Minutes

Date:
November 10, 2014

Department:
Administration

Attachments:
11-3-2014 Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: November 17, 2014

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **November 3, 2014 - 7:30 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Rich Wagner, Bill Peloza, Wayne Osborne, John Holman, Claude DaCorsi, and Yolanda Trout. Councilmember Largo Wales was excused.

Department Directors and staff members present included: Parks, Arts and Recreation Director Daryl Faber, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Police Commander Mark Caillier, Director of Administration Michael Hursh, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

1. Award Presentation to Chaplain Alicia Tomlan

   Mayor Backus recognized the volunteer efforts of Chaplain Alicia Tomlan, who served the Auburn community, first responders, Auburn Police, and Valley Regional Fire Authority fire fighters for the past four and one-half years. Mayor Backus presented Chaplain Tomlan with the "More Than You Imagined" award in honor of her dedicated chaplaincy service to the Auburn community.

   Chaplain Jay Coon joined Mayor Backus in thanking Chaplain Tomlan for her service and expressed appreciation for her care to the families and neighbors in the aftermath of a crisis.

   Chaplain Tomlan thanked the City of Auburn and the Valley Regional Fire Authority for the opportunity to serve as chaplain.

2. Boards and Commissions Appointments
   City Council to confirm the reappointment of Mary Riel and Angelina Zalutskiy to the Auburn Junior City Council for two-year terms expiring August 31, 2015.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of Mary Riel and Angelina Zalutskiy to the Junior City Council.

MOTION CARRIED UNANIMOUSLY. 6-0

3. Boards and Commissions Appointments
City Council to confirm the appointment of Brandon Berend to the Auburn Junior City Council for a two-year term to expire August 31, 2015.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of Brandon Berend to the Junior City Council.

Brandon Berend was in attendance.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Agenda Modifications

A request to advertise for bids for the Auburn Municipal Airport T-Hangar Enclosure Project was added to the Consent Agenda.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Marcus Suber, 24xx Redwood Court SE, Auburn
Mr. Suber expressed concern with the number of vehicle accidents that have occurred on Auburn Way South near his residence.

Virginia Haugen, 25xx R Street SE, Auburn
Ms. Haugen thanked Mayor Backus and City Council for their efforts to keep the Public Health Clinic in Auburn open. Ms. Haugen also spoke regarding standing water at Game Farm Park and spoke against eliminating Council committees.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met October 27, 2014. The Committee reviewed Resolution No. 5106 related to a contract with GATSO for photo enforcement. The next regular meeting of the Municipal Services Committee is scheduled for November 10, 2014.

B. **Planning & Community Development**

Chair Holman reported the Planning and Community Development Committee has not met since the last Council meeting. The next regular meeting of the Planning and Community Development Committee is scheduled for November 10, 2014.

C. **Public Works**

Chair Osborne reported the Public Works Committee met this afternoon. The Committee approved a right-of-way use permit for The Boeing Company, rejected bids for Project C512A, the Well 4 Emergency Power Improvements, recommended award of small works contract for Project CP1409, Oravetz Place SE Flooding Mitigation, to Scotty's General Construction, recommended granting permission to advertise for bids for Project CP0915, Well 1 On-site Improvements, approved a design standard update, and reviewed Resolution No. 5109 for emergency repairs to 8th Street NE. The Committee discussed Ordinance No. 6538 relating to the property tax levy for 2015, the fats, oils and grease (FOG) reduction program, transportation impact fees, capital projects, and street selections for 2015 pavement patching and overlay. The next regular meeting of the Public Works Committee is scheduled for November 17, 2014.

D. **Finance**

Member Trout reported the Finance Committee met this evening at 5:00. The Committee approved claims vouchers in the amount of $1,534.685.34 and four wire transfers and payroll vouchers in the amount of $1,559,577.06. The Committee discussed Ordinance No. 6538 related to the property tax levy for collection in 2015 and Auburn School District impact fees. The next regular meeting of the Finance Committee is scheduled for November 17, 2014.

E. **Les Gove Community Campus**

The next regular meeting of the Les Gove Community Campus Committee is scheduled for November 26, 2014.

F. **Council Operations Committee**

Deputy Mayor Wagner reported the Council Operations Committee met October 27, 2014. There are several items related to the Council study session format on the Council agenda this evening that are being brought forward by the Committee. Additionally, the Committee recommended approval of Ordinance No. 6519 relating to a code of ethics, and Ordinance No. 6536 relating to the surplus of personal property of the City. The next regular meeting of the Council Operations Committee is scheduled for November 17, 2014.

G. **Junior City Council**

Deputy Mayor Wagner reported the next regular meeting of the Junior City Council is scheduled for November 17, 2014.

IV. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the October 20, 2014 Regular Meeting

B. Minutes of the October 13, 2014 Special City Council Meeting

C. Minutes of the October 20, 2014 Special City Council Meeting

D. Claims Vouchers (Wales/Coleman)
Claims voucher numbers 430974 through 431137 in the amount of $1,534,685.34 and four wire transfers in the amount of $58,965.29 and dated November 3, 2014.

E. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 535056 through 535090 in the amount of $271,614.07 and electronic deposit transmissions in the amount of $1,287,962.99 for a grand total of $1,559,577.06 for the period covering October 16, 2014 to October 29, 2014.

F. Public Works Project No. CP0915 (Osborne/Snyder)
City Council grant permission to advertise for bids for Project No. CP0915 Well 1 On-site Improvements

G. Public Works Project No. C512A (Osborne/Snyder)
City Council reject all bids to Contract No. 13-12 for Project No. C512A, Well 4 Emergency Power Improvements and grant permission to re-advertise for bids

H. Public Works Project No. CP1409 (Osborne/Snyder)
City Council award Small Works Contract No. 14-20, to Scotty's General Construction, Inc. on their low bid of $86,590.00 for Project No. CP1409, Oravetz Pl SE Flooding Mitigation

I. Auburn Municipal Airport T-Hangar Enclosure
Council grant permission to advertise for Auburn Municipal Airport T-Hangar Enclosure Project.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to approve the Consent Agenda as modified.

MOTION CARRIED UNANIMOUSLY. 6-0

V. UNFINISHED BUSINESS

There was no unfinished business.

VI. NEW BUSINESS

There was no new business.

VII. ORDINANCES

A. Ordinance No. 6519 (Wagner/Heid)
An Ordinance of the City Council the City of Auburn, Washington, creating a new Chapter 2.92 of the Auburn City Code, providing for a Code of Ethics

Deputy Mayor Wagner moved and Councilmember Peloza seconded to introduce and adopt Ordinance No. 6519.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6532 (Wagner/Heid)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.03.100, 2.07.080, 2.12.010, 3.04.270, 3.04.280, 3.10.028, 5.20.050, 5.20.070, 8.24.040, 10.41.010, 10.64.020, 10.64.090, 10.64.120, 12.04.010, 12.04.050, 12.32.020, 12.60.040, 12.60.050, 12.60.070, 14.18.030, 14.18.050, 14.18.060, 14.22.040, 14.22.080, 14.22.090, 16.08.020, 17.02.090, 18.08.090, 18.29.070, 18.68.020, 18.76.080, 20.04.030, 20.06.030, and 20.08.030 of the City Code, amending Chapter 2.06 of the City Code and repealing Section 12.20.050 of the City Code relating to the change of format of the City Council from Council Committees to Study Sessions

Deputy Mayor Wagner moved and Councilmember Peloza seconded to introduce and adopt Ordinance No. 6532.

Deputy Mayor Wagner recalled the concept of moving from Council Committees to a Council Study Session format was first discussed at the Council retreat earlier this year. The Study Session format will provide more consistency and transparency of Council action and provide more efficiency for staff.

Councilmember Osborne spoke in support of Ordinance No. 6532.

Councilmember Peloza spoke in favor of Ordinance No. 6532 citing better transparency and efficiency.

Councilmember DaCorsi spoke in favor of Ordinance No. 6532. Councilmember DaCorsi noted the new format will allow all seven councilmembers to work together as a legislative body.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Ordinance No. 6536 (Wagner/Heid)

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 2.03.030 of the Auburn City Code relating to the surplusing of personal property of the City

Deputy Mayor Wagner moved and Councilmember Peloza seconded to introduce and adopt Ordinance No. 6536.

Ordinance No. 6536 relates to the process for surplusing items.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Ordinance No. 6537 (Holman/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 17.09.010 of the Auburn City Code related to short plat thresholds

Councilmember Holman moved and Councilmember Trout seconded to adopt Ordinance No. 6537.

Ordinance No. 6537 amends City Code to increase the number of lots in a short subdivision from four to nine. The change is in line with state law.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. RESOLUTIONS

A. Resolution No. 5105 (Wagner/Heid)
A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and amended by Resolution Nos. 4282, 4429, 4467, 4615, 4686, 4740, 4813 and 4909

Deputy Mayor Wagner moved and Councilmember Peloza seconded to adopt Resolution No. 5105 with a modification to Section 2.2 of the rules of procedure so that the meeting dates are consistent with those outlined in Section 2.3.

Resolution No. 5105 includes updates to the Council rules to reflect the Council Study Session format and other housekeeping changes.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5109 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, declaring and confirming the determination of emergency for damage to 8th Street NE between Harvey Road and Henry Road caused by a vehicle-hydrant collision on October 22, 2014 and ratifying and confirming prior acts

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5109.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Deputy Mayor Wagner reported on his attendance at the Cities and Schools Forum where discussion included emergency management coordination.

Councilmember Peloza reported on his attendance at the South County Area Transportation Board meeting, where Senator Fain and State Representative Sullivan discussed transportation funding; the King County Regional Policy Committee meeting; the Senior Center volunteer luncheon, the Cities and Schools Forum, and the Sound Cities Association networking dinner.

Councilmember Trout reported on her attendance at the Tacoma YWCA Domestic Violence Prevention Awareness event and a domestic violence conference at Joint Base Lewis McChord.

B. From the Mayor

Mayor Backus reported on her attendance at the King County budget hearing where she testified regarding the need to retain the Public Health Clinic in Auburn. Mayor Backus thanked Councilmembers who attended in support. Mayor Backus also reported on her attendance at the Senior Center volunteer awards banquet, a walk and talk tour of the Reddington Levee on the Green River with Governor Inslee, a meeting with next year's Sound Cities Executive Board Chair, a meeting with King County Councilmember Joe McDermott regarding funding for the Public Health Clinic in Auburn, and the Sound Cities Association meeting where discussion included funding for regional transportation improvements.

X. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned 8:28 p.m.

APPROVED this 17th day of November, 2014.

NANCY BACKUS, MAYOR	Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
November 10, 2014

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

Claims voucher numbers 431138 through 431307 in the amount of $1,976,866.07 and dated November 17, 2014.

Reviewed by Council Committees:

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	November 17, 2014	**Item Number:**	CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
November 10, 2014

Department:
City Council

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council to approve payroll vouchers

Background Summary:

Payroll check numbers 535092 through 535125 in the amount of $890,419.15, electronic deposit transmissions in the amount of $1,300,870.369 for a grand total of $2,191,289.51 for the period covering October 30, 2014 to November 12, 2014.

Reviewed by Council Committees:

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	November 17, 2014	**Item Number:**	CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Project CP0607

Date:
November 12, 2014

Department:
Planning and Development

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council accept the construction of Project CP0607 and approve Final Pay Estimate No. 18 in the amount of $17,991.31.

Background Summary:

In 2008 the City awarded a contract to Christensen, Inc. to serve as General Contractor for the Les Gove Park Activity Center project. In late 2011 the construction project was completed. As part of the contract the building was to obtain a LEED Silver Certification. In order to obtain this certification the architect, general contractor, and all sub-contractors are required to complete and file specific LEED documentation. Christensen, Inc. encountered challenges in completing this documentation because some of the sub-contractors that worked on the project had gone out of business by the time the project was completed. LEED requirements do not allow the General Contractor to complete the documentation on behalf of specialized sub-contractors (e.g. HVAC, lighting, etc.). While the building has been in active use since late 2011, the process to complete the proper documentation took two and a half years to finish since it necessitated finding and enlisting other specialized sub-contractors who had any interest in helping complete the process. In the meantime, the City has withheld final payment of retainage until this matter was resolved. The building now has LEED Silver Certification. Staff is therefore recommending authorization to release final payment and acceptance of the building.

PCDC discussed this item during their November 10, 2014 meeting and took action to move this item forward for full City Council consideration.

Final payment of this contract is fully budgeted within the original contract sum of $2,896,200.00. No budget adjustments are required.

Reviewed by Council Committees:

Planning And Community Development, Public Works

Councilmember:	Holman	**Staff:**	Snyder
Meeting Date:	November 17, 2014	**Item Number:**	CA.D

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP1410

Date:
November 12, 2014

Department:
Public Works

Attachments:
Budget Status Sheet
Final Pay Estimate No. 1
Vicinity Maps

Budget Impact:
$0

Administrative Recommendation:

Approve Final Pay Estimate No. 1 to Small Works Contract No. 14-22 in the amount of $62,156.51 and accept construction of Project No. CP1410, 2014 Arterial & Collector Crack Seal Project.

Background Summary:

This project sealed cracks in the pavement on approximately 7.9 lane miles of arterial and collector streets with rubberized asphalt to help preserve the existing pavement. The attached maps show the specific streets that were crack sealed as part of this project.

A project budget contingency of $23,834.00 remains in the 105 (Arterial and Collector Preservation) fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne **Staff:** Snyder

Meeting Date: November 17, 2014 **Item Number:** CA.E

BUDGET STATUS SHEET

Project No: CP1410	**Project Title: 2014 Arterial & Collector Street Crack Seal Project**

Project Manager: Jai Carter

Initiation Date: __Sept. 1, 2014______
Solicitation Date: _Sept. 9, 2014_____
Award Date: __Sept. 19, 2014______

○ **Initiation/Consultant Agreement**
○ **Permission to Advertise**
○ **Resolution 5100 to Award**
○ **Change Order Approval**
◉ **Contract Final Acceptance**

Date: Nov. 6, 2014

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior years	2014	Total
105 Fund - Arterial/Collector Pavement Preservation Fund	0	100,000	100,000
Total	0	100,000	100,000

Estimated Cost (Funds Needed)

Activity	Prior years	2014	Total
Design Engineering		3,738	3,738
Construction Bid		68,616	68,616
Line Item Changes		(3,188)	(3,188)
Construction Engineering		7,000	7,000
Total	0	76,166	76,166

105 Arterial/Collector Street Budget Status

	Prior years	2014	Total
*105 Funds Budgeted ( )	0	(100,000)	(100,000)
105 Funds Needed	0	76,166	76,166
****105 Fund Project Contingency ( )**	**0**	**(23,834)**	**(23,834)**
105 Funds Required	**0**	**0**	**0**

* (#) in the Budget Status Sections indicates Money the City has available.

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Mobilization	1	1	1	LS	4,000.00	$ 4,000.00	$ 4,000.00	100%
2	Traffic Control Supervisor	1	1	1	LS	1,000.00	$ 1,000.00	$ 1,000.00	100%
3	Traffic Control Labor (Min. Bid $38.00 per hour)	168	107	107	HR	45.00	$ 4,815.00	$ 4,815.00	64%
4	Sequential Arrow Sign	12	3	3	DAY	10.00	$ 30.00	$ 30.00	25%
5	Outside Agency Uniformed Police Flagging Labor	1	0		Eq. Adj.	1,000.00	$ -	$ -	0%
6	Rubberized Asphalt for Crack Sealing	5	5.6315	5.6315	TON	9,870.00	$ 55,582.91	$ 55,582.91	106%
7	Paint Line	500	0		LF	1.50	$ -	$ -	0%
8	Painted Wide Line (8 inch wide)	150	0		LF	2.50	$ -	$ -	0%
9	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	60	0		LF	25.00	$ -	$ -	0%

SCHEDULE TOTAL $ 65,427.91

Period Dates
Begin: Oct. 3, 2014
End: Oct. 20, 2014

PAY ESTIMATE #1 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	$ 68,616.00	$ -	$ 65,427.91	$ 65,427.91	95%
Sales Tax Not Applicable					
Retainage (-5%)			$ (3,271.40)	$ (3,271.40)	
SCHEDULE TOTAL	**$ 68,616.00**	**$ -**	$ 62,156.51	$ 62,156.51	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	$ 65,427.91	
TOTAL PAYMENT TO CONTRACTOR	$ 62,156.51	$ 62,156.51
PAYMENT DUE CONTRACTOR:		$ 62,156.51

Period Dates
Begin: Oct. 3, 2014
End: Oct. 20, 2014

CITY OF AUBURN
CP1410

CO. NO. 14-22

PAY ESTIMATE # 1 & FINAL

CONTRACTOR:
Doolittle Construction
1900 118th Ave SE
Bellevue, WA 98005
Phone: 253-555-5555

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = $ 62,156.51

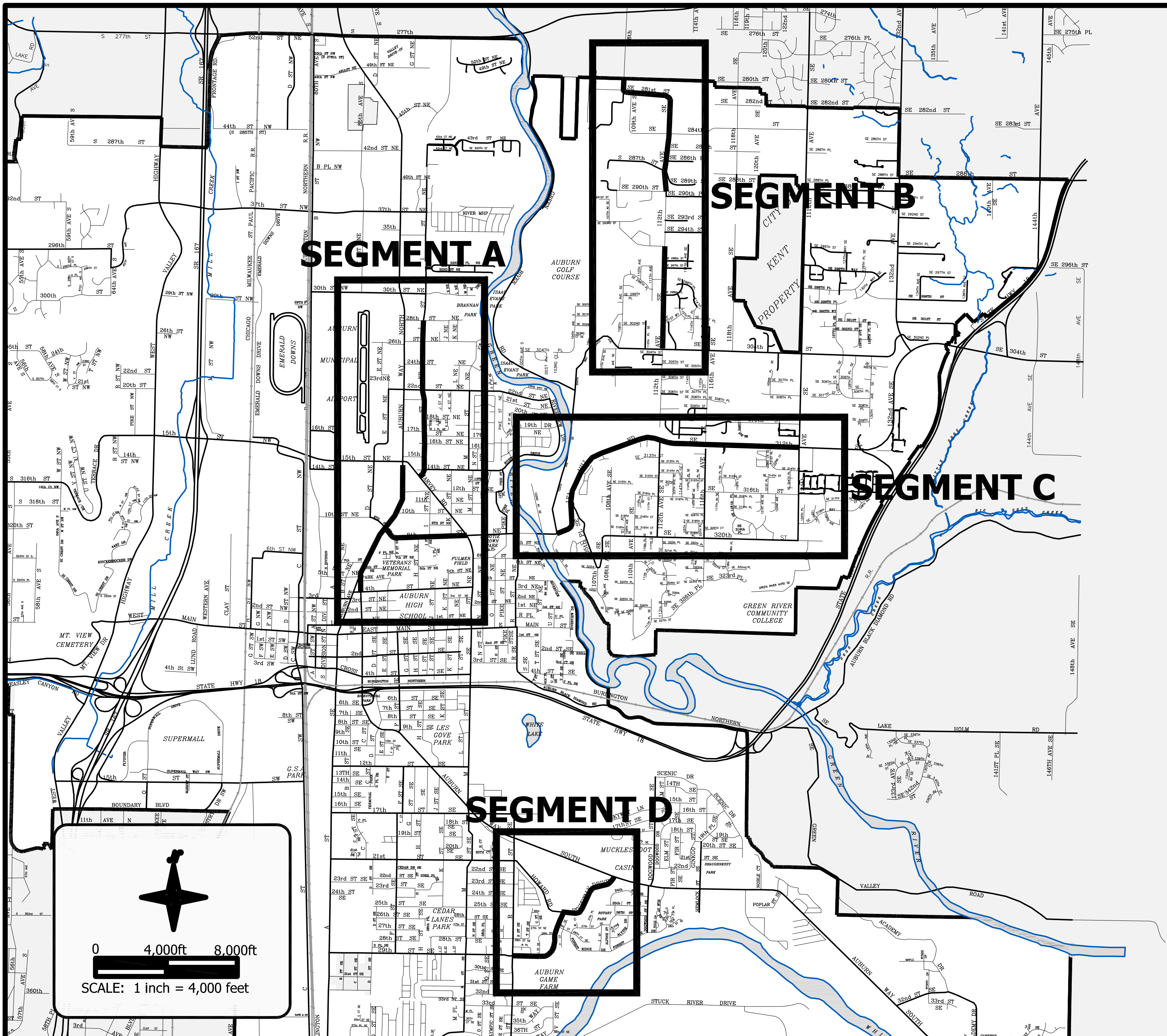
Signatures:

Contractor ______________________ Date 11-3-14

Inspector ______________________ Date 10/29/14

Project Manager ______________________ Date 10/29/14

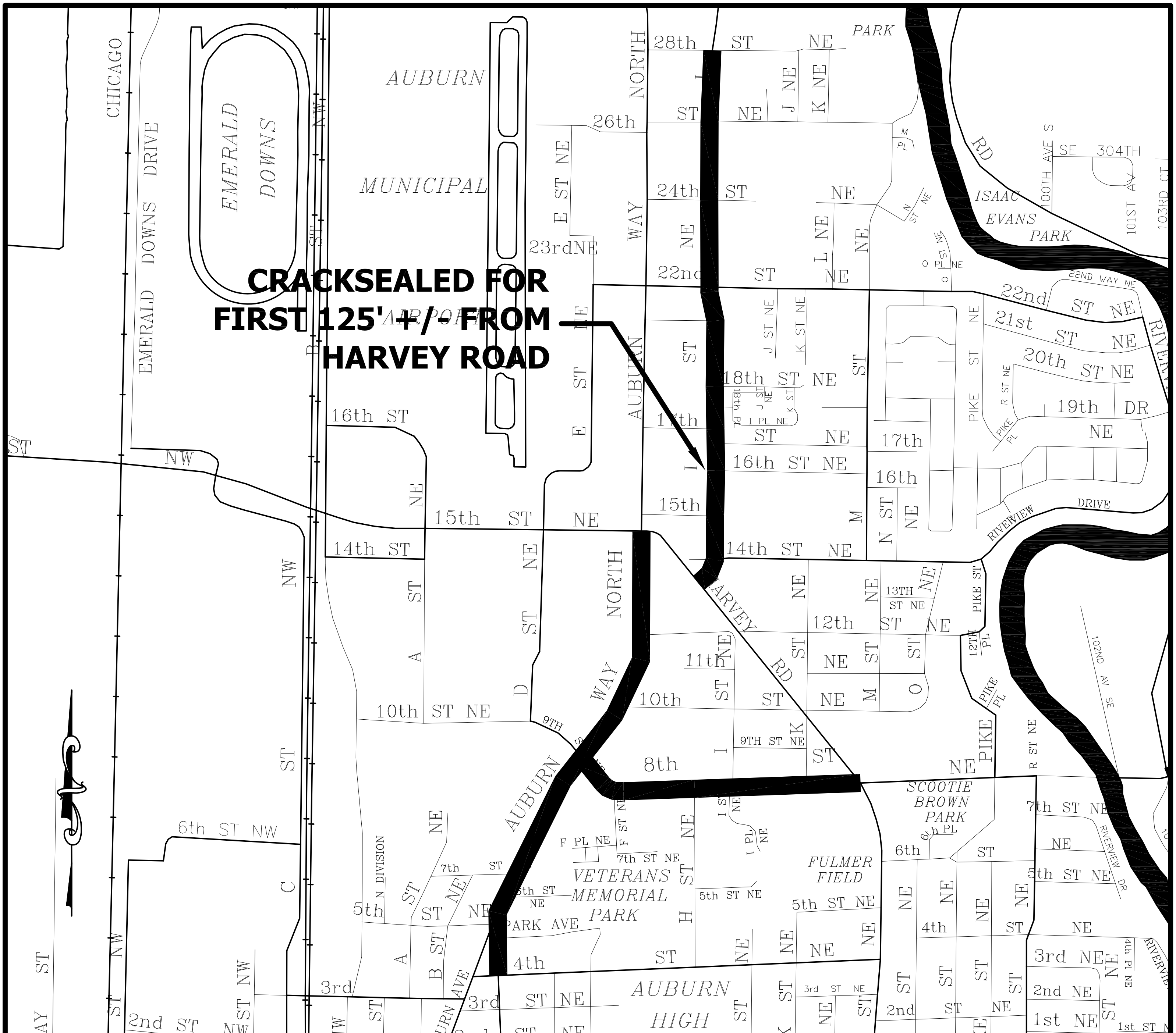
City Engineer ______________________ Date ____________



2014 ARTERIAL AND COLLECTOR CRACK SEAL PROJECT

PROJECT STREETS *(9.5 LANE-MILES TOTAL)*

PRINTED: September 5, 2014 LOCATION: \\Auburn11\eng_files\Jai\2014 Arterial & Collector Street Preservation Project\2014 Crack Seal\Project Management\Project Maps.dwg



SEGMENT A

AUBURN WAY N - FROM 4TH ST NE TO 15TH ST NE

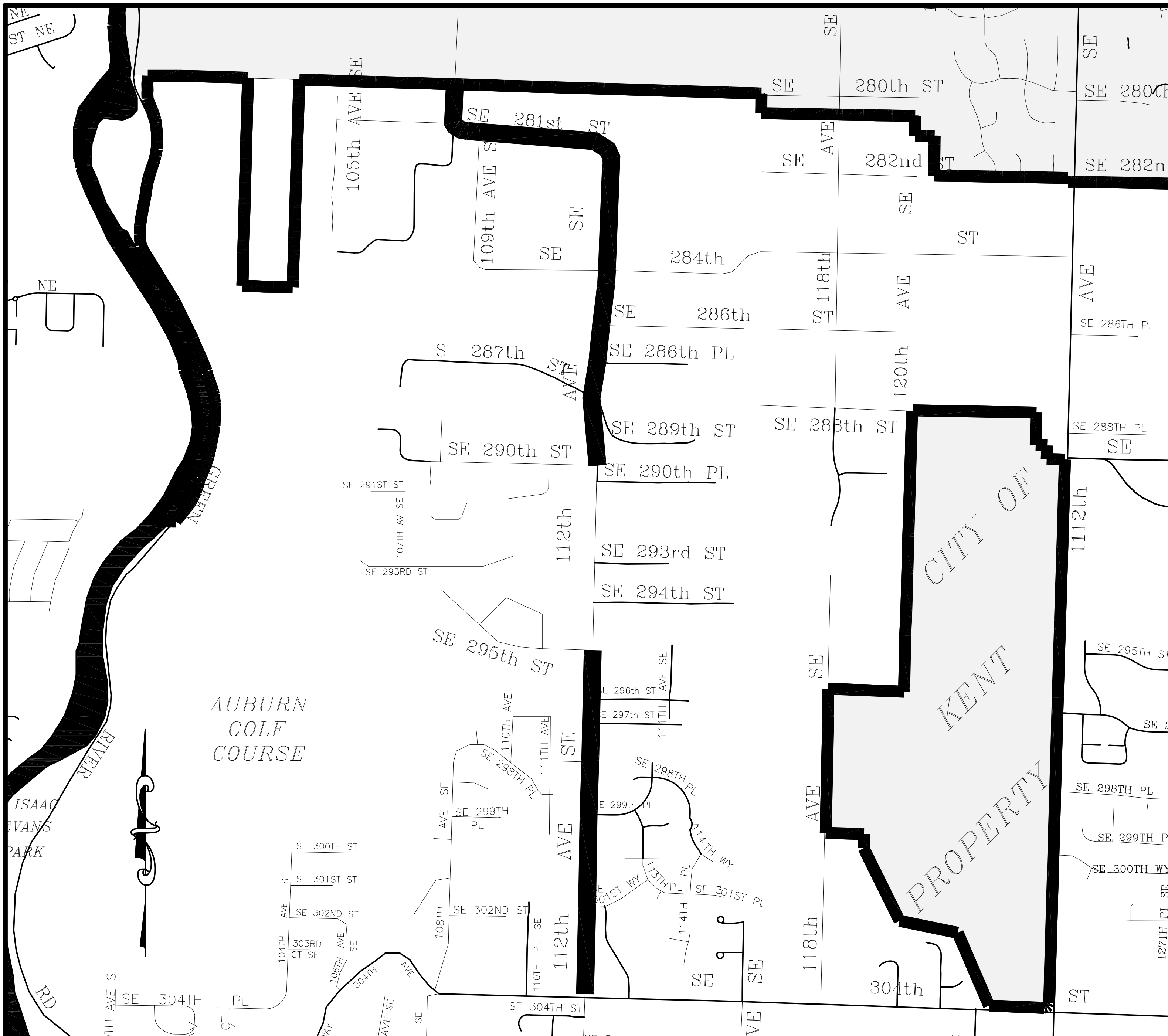
8th ST NE - FROM AUBURN WAY N TO HARVEY RD

I ST NE - FROM HARVEY RD TO APPROX. 16TH ST

PROJECT STREETS

CA.E

PRINTED: November 6, 2014 LOCATION: \\Auburn11\eng_files\Jai\Arterial & Collector Street Preservation Program\2014 Program\2014 Crack Seal\Project Management\Project Maps.dwg



SEGMENT B

112TH AVE SE - FROM SE 281ST ST TO SE 304TH ST

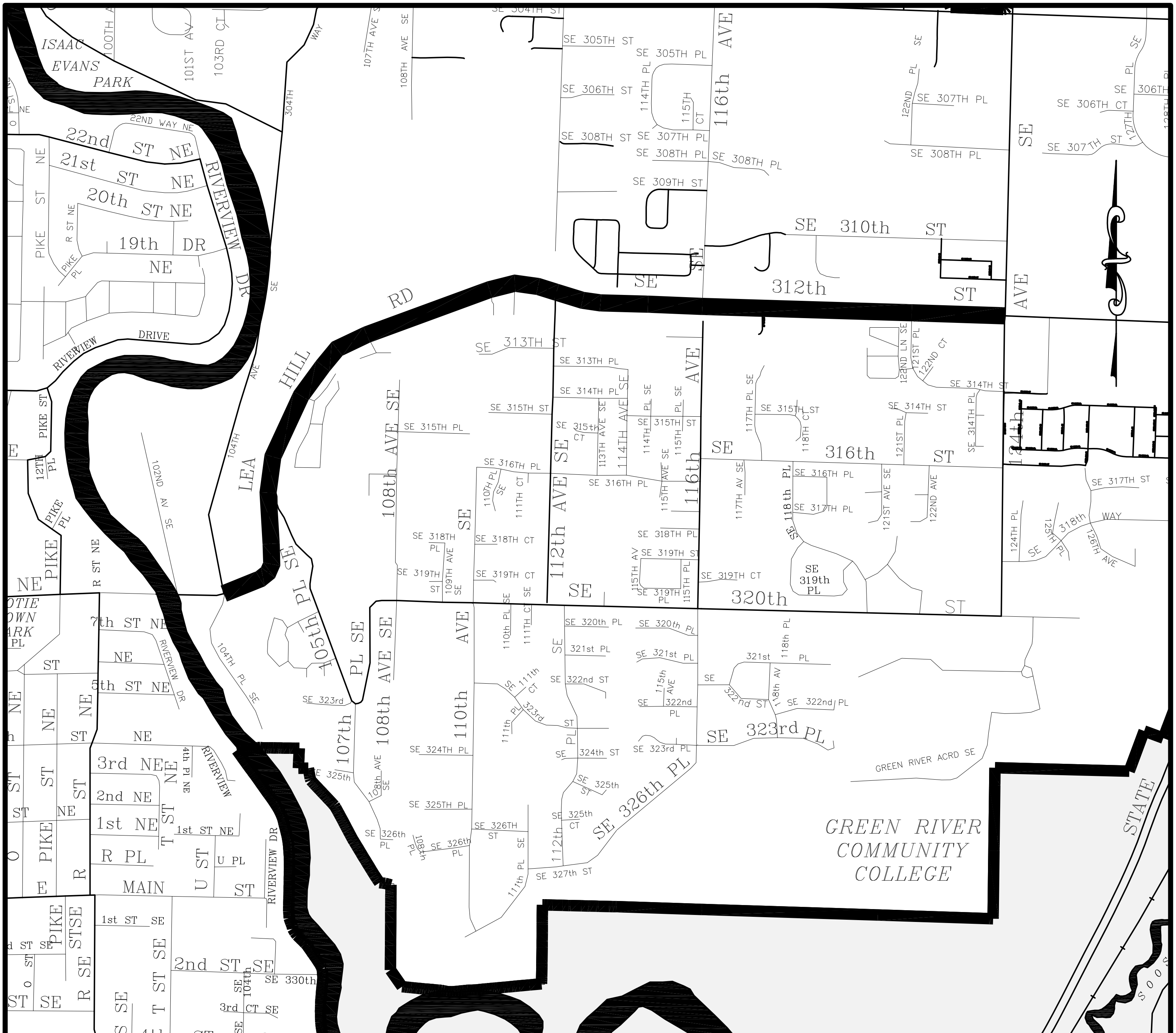
(EXCEPT BETWEEN SE 290TH ST AND SE 295TH St)

SE 281ST ST - FROM 112TH AVE SE TO CITY LIMIT

PROJECT STREETS

CA.E

PRINTED: November 6, 2014 LOCATION: \\Auburn11\eng_files\Jai\Arterial & Collector Street Preservation Program\2014 Program\2014 Crack Seal\Project Management\Project Maps.dwg



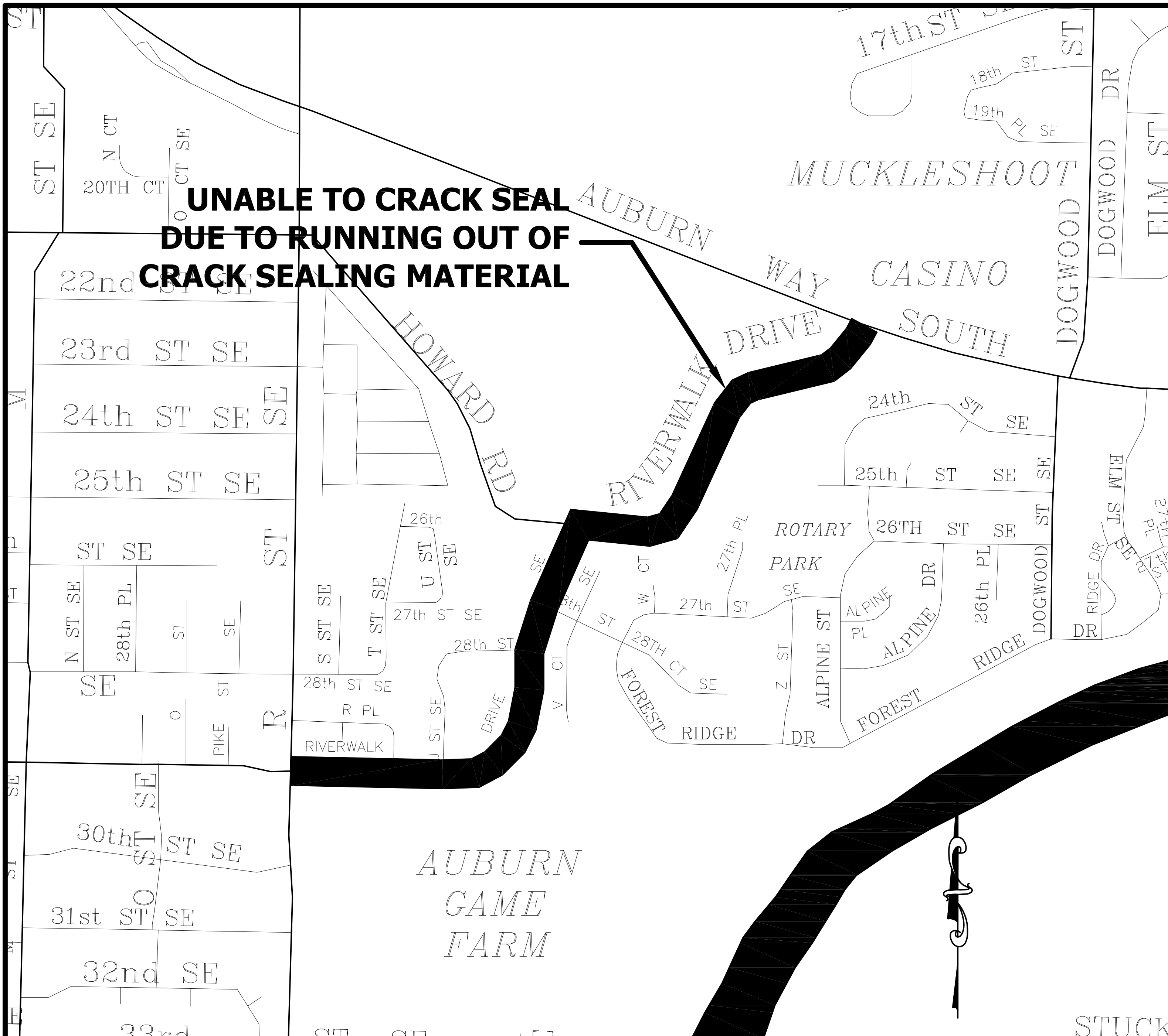
SEGMENT C

LEA HILL ROAD & SE 312TH ST - FROM 104TH AVE SE TO 124TH AVE SE

PROJECT STREETS

CA.E

PRINTED: November 6, 2014 LOCATION: \\Auburn11\eng_files\Jai\Arterial & Collector Street Preservation Program\2014 Program\2014 Crack Seal\Project Management\Project Maps.dwg



SEGMENT D

RIVERWALK DRIVE - FROM R ST SE TO AUBURN WAY SOUTH

PROJECT STREET

AGENDA BILL APPROVAL FORM

Agenda Subject:
Annual On-Call Agreements

Date:
November 12, 2014

Department:
Public Works

Attachments:
On call Service and Consulting Contracts list

Budget Impact:
$0

Administrative Recommendation:

Approve the Annual On-Call Professional Service Amendments for 2015.

Background Summary:

The annual on-all agreements are used to supplement the City's staff resources or to perform specialized services not available within the City. Having these resources available provides the City with the flexibility to complete small tasks or projects in an efficient and timely manner as they are needed through out the year.

Each agreement is written to provide the total "Not to Exceed" amount for the year, however, actual expenditures under each agreement are authorized by the City through specific Task Orders. Each Task Order provides a specific Scope of Work, Schedule, and Budget for the work to be completed by the consultant or service provider. All expenditures associated with these agreements will be in conformance with authorized budgets for the related projects or tasks.

Attached is a list of the existing agreements and their proposed amendment amounts and their "Not to Exceed" amount for 2015. Most existing agreements require a time extension only as there is sufficient balance remaining in the current agreements to carry out the anticipated 2015 work.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne | **Staff:** Snyder

Meeting Date: November 17, 2014 | **Item Number:** CA.F

City of Auburn
2015 On-Call Service and Consulting Contracts

The City currently engages in several On-Call Annual Professional Service and Service Contracts for a variety of purposes. These services are used to supplement the existing City resources when necessary, and to improve the City's timeliness and flexibility for meeting both project and development demands. The following is a description of the current services proposed for 2015. The **highlighted number** shown below is the amount being authorized with this action.

Professional Engineering, Survey and Architechtural Services	Contract Number	Firm Name	2014		2015 Proposed	
			Expenditures/ Encumbrances*	Remaining Contract Amount*	Amendment Amount	Total Contract Amount Remaining*
Geotechnical Engineering The consultant performs geotechnical investigations and assists with the analysis and management of contaminated materials as needed.	AG-C-448	Shannon & Wilson	$50,000	$25,500	**$24,500**	$50,000
Signal/Roadway Design This consultant may perform dengineering design related to roadway improvments and traffic signal and lighting system designs.	AG-C-411	Parametrix	$19,303	$48,700	Time Only	$48,700
	AG-C-442	KPG, Inc	$0	$50,000	Time Only	$50,000
Utility Design This consultant may perform engineering design related to utility facilities and systems.	AG-C-412	Jacobs Engineering	$77,000	$110,000	Time Only	$110,000
Structural Engineering This consultant may perform structural design and evaluations related to capital projects.	AG-C-403	KPFF	$0	$25,000	Time Only	$25,000
Construction Management This consultant may provide additional staffing resources for construction management, administration and inspection services as requested by the City.	AG-C-413	Harris and Associates	$58,400	$116,600	Time Only	$116,600
Land Survey The Land Survey consultant may perform topographic, design, construction and boundary surveys as necessary to supplement the City survey Crew.	AG-C-445	Parametrix	$20,000	$20,000	**$40,000**	$60,000
	AG-C-446	David Evans and Associates	$12,500	$17,500	Time Only	$17,500
Wetland and Environmental The wetland and environmental services provided by the consultant may include environmental permitting, wetland delineation, wetland mitigation development and wetland system monitoring.	AG-C-444	The Watershed Company	$7,300	$22,700	**$7,300**	$30,000
Landscape Architecture The consultant may provide services related to the planning and construction for park facility projects and/or Public Works projects as necessary.	AG-C-443	Robert W. Droll Landscape Archite	$0	$30,000	Time Only	$30,000
Transportation Modeling The consultant may provide modeling services related to planning and design for the City's transporation systems that may be related to both capital and development projects as well as general system needs.	AG-C-410	Fehr and Peers	$13,240	$6,760	Time Only	$6,760
NPDES Support This consultant provides support as requested by the City for implmentation and reporting required by the City's NPDES Phase 2 Permit.	AG-C-398	Brown and Caldwell	$20,000	$43,250	Time Only	$43,250
Water Modeling The consultant may provide modeling services related to planning and design for the City's water system that may be related to both capital and development projects as well as general system needs.	AG-C-363	Carollo Engineers	$64,000	$87,234	Time Only	$87,234
Sanitary Sewer and Storm Water Modeling The consultant may provide modeling services related to planning and design for the City's sanitary sewer and storm drainage systems that may be related to both capital and development projects as well as general system needs.	AG-C-362	Brown and Caldwell	$140,000	$163,000	Time Only	$163,000

Other Services	Contract Number	Firm Name	2014		2015 Proposed	
			Expenditures/ Encumbrances*	Remaining Contract Amount*	Amendment Amount	Total Contract Amount Remaining*
Appraisal and Appraisal Review These consultants provide appraisal services for property and right-of-way valuation for all departments within the City. Where necessary, the consultants may also provide appraisal review services.	AG-S-054 AG-S-055	The Granger Company Appraisal Group of the Northwest	$800 $2,500	$24,100 $22,500	Time Only Time Only	$24,100 $22,500

*Amounts are approximated based on current task orders.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6538

Date:
November 6, 2014

Department:
Finance

Attachments:
Memo
Ord 6538

Budget Impact:
$16,879,116.00

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6538, establishing the Property Tax levy for calendar year 2015.

Background Summary:

Attached is proposed Ordinance No. 6538, establishing the 2015 Property Tax Levy. The 2015 Property Tax Levy is based upon preliminary information from King County and represents an increase over the 2014 levy, as allowed under State law, and also includes estimated property taxes on new construction of $260,000. King County will not finalize the City's assessed valuation (AV) and new construction until December therefore the levy will be based upon preliminary information as it is scheduled for Council adoption on November 17, 2014. The following table summarizes the 2015 Property Tax levy:

Table 1. 2015 Property Tax Levy Calculations

2014 property tax levy	$15,792,046
Add 1% increase	157,920
Add estimated new construction & improvements	260,000
Add refund levy	69,150
Add additional levy to fund new staff positions	600,000
Total 2015 Property Tax Levy	$16,879,116

Ordinance No. 6538 will be reviewed by the Council Finance Committee on November 3 (first reading) and on November 17 (final reading) before being referred to the full Council for adoption on the same night (November 17). Filing of the adopted ordinance will be made by December 1, as required by the County.

As of this date the County has preliminarily established the 2015 assessed valuation (including estimated new construction) for the City of Auburn at $8,268,731,600 which is a 13.5% increase over the 2014 level of $7,288,082,732.

The total 2015 Property Tax Levy will be distributed to the General Fund to support general governmental operations.

Reviewed by Council Committees:

Finance, Public Works

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	November 17, 2014	**Item Number:**	ORD.A

CITY OF AUBURN WASHINGTON

Interoffice Memorandum

To: City Council

From: **Shelley Coleman, Finance Director**

CC: Nancy Backus, Mayor

Date: October 27, 2014

Re: 2015 Property Tax Ordinance No. 6538

Attached is proposed Ordinance No. 6538, establishing the 2015 Property Tax Levy. The 2015 Property Tax Levy is based upon preliminary information from King County and represents an increase over the 2014 levy, as allowed under State law, and also includes estimated property taxes on new construction of $260,000. King County will not finalize the City's assessed valuation (AV) and new construction until December therefore the levy will be based upon preliminary information as it is scheduled for Council adoption on November 17, 2014. The following table summarizes the 2015 Property Tax levy:

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Total 2015 Property Tax Levy	**$ 16,879,116**

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The total 2015 Property Tax Levy will be distributed to the General Fund to support general governmental operations.

Attachments:

- 1. Ordinance No. 6538

ORDINANCE NO. 6538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING THE LEVY FOR REGULAR PROPERTY TAXES BY THE CITY OF AUBURN FOR COLLECTION IN 2015 FOR GENERAL CITY OPERATIONAL PURPOSES IN THE AMOUNT OF $16,879,116.00

WHEREAS, the City Council of the City of Auburn has met and considered its budget for the calendar year 2015; and

WHEREAS, pursuant to RCW 84.55.120 the City Council held public hearings on September 15, 2014 and November 17, 2014, after proper notice was given, to consider the City of Auburn's 2015 budget and the regular property tax levy to support it; and

WHEREAS, the City Council of the City of Auburn, after public hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Auburn requires property tax revenue and any increase of new construction and improvements to property, any increase in the value of state-assessed property, annexations, and any refund levies in order to discharge the expected expenses and obligations of the City and in its best interest; and

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

Section 1. Regular property taxes for collection in the City of Auburn for the year 2015 are authorized in the amount of $16,879,116.00. Not including the addition of new construction and improvements to property, any increase in the value of state assessed property, and any refund levies available, the regular property tax levy for 2015 collection represents an increase from regular property taxes levied for collection in 2014 of $757,920.00, which is a 4.8% increase in revenue from the previous year.

Section 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of the Ordinance, as it being hereby expressly declared that this Ordinance and each section, subsection, sentence, clause or phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

Section 3. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: ________________

PASSED: ____________________

APPROVED: _________________

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid
City Attorney

PUBLISHED: ________________

Ordinance No. 6538
October 28, 2014
Page 3 of 3

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6541

Date:
November 12, 2014

Department:
Community Development & Public Works

Attachments:
Agenda Bill
Revisions to the COA CFP
Ord 6541
Summary Matrix

Budget Impact:
$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6541

Background Summary:

Please see the attached Agenda Bill.

Ordinance No. 6541 is attached and Exhibit A can be found in the 2014 Comprehensive Plan Amendment binder. Exhibit B to Ordinance No. 6541 is attached.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Planning Commission, Legal

Councilmember:	Holman	**Staff:**	Snyder
Meeting Date:	November 17, 2014	**Item Number:**	ORD.B

AGENDA BILL APPROVAL FORM

Agenda Subject CPA14-0001, 2014 Comprehensive Plan Amendments – City Initiated Plan Policy/Text Amendments		**Date:** November 12, 2014
Department: Community Development & Public Works	**Attachments:** See separate summary matrix and the policy/text amendment sections of the binder	**Budget Impact**: N/A

Administrative Recommendation: Planning and Community Development Committee to review planning commission recommendation on 2014 City-Initiated Comprehensive Plan Amendments.

Background Summary:

The City of Auburn adopted amendments to its Comprehensive Plan in 1995 in response to the Washington State Growth Management Act (GMA) requirements, as amended. Since then the Auburn Comprehensive Plan has been amended annually.

Comprehensive plan amendments can be initiated by the City of Auburn (city-initiated) and by private citizens (privately-initiated). This year the city is initiating:

- Five policy/text amendments.
- *(No map amendments are proposed with this year's amendment process)*

In addition, this year the city received two privately-initiated plan map amendments by the submittal deadline. However, since the two applications for adjacent sites by the same Applicant were submitted without the necessary environmental checklist application (required pursuant to the State Environmental Policy Act (SEPA)), the Applicant has agreed to defer the city's consideration of the applications until consideration of the larger overall Comprehensive Plan Update effort in 2015.

This staff report and recommendation addresses Comprehensive Policy/Text (P/T) Amendments P/T # 1 through # 5. This is the only staff report associated with the annual comprehensive plan amendment process.

In terms of process, the Comprehensive plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs but is not required prior to the end of the year.

Reviewed by Council & Committees:		**Reviewed by Departments & Divisions:**	
☐ Arts Commission	COUNCIL COMMITTEES:	☐ Building	☐ M&O
☐ Airport	☐ Finance	☐ Cemetery	☐ Mayor
☐ Hearing Examiner	☐ Municipal Services	☐ Finance	☐ Parks
☐ Human Services	☒ Planning & Dev.	☐ Fire	☒ Planning
☐ Park Board	☐ Public Works	☐ Legal	☐ Police
☒ Planning Comm.	☐ Other ____________	☒ Public Works	☐ Human Resources

Action:
Committee Approval: ☐Yes ☐No
Council Approval: ☐Yes ☐No Call for Public Hearing ___/___/____
Referred to ________________________________ Until ___/___/____
Tabled ____________________________________ Until ___/___/____

Councilmember: Holman	Staff: Tate
Meeting Date: November 17, 2014	Item Number:

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

At its November 5, 2014 public hearing, the Planning Commission reviewed the following annual comprehensive plan amendments:

P/T #1 – Incorporate Auburn School District Capital Facilities Plan
P/T #2 – Incorporate Dieringer School District Capital Facilities Plan
P/T #3 – Incorporate Federal Way School District Capital Facilities Plan
P/T #4 – Incorporate Kent School District Capital Facilities Plan
P/T #5 – Incorporate City of Auburn Capital Facilities Plan

The Planning Commission has forward its recommendation for **approval** to the City council on all comprehensive plan amendments.

The 2014 Comprehensive Plan Amendments were previously reviewed by the Planning and Community Development Committee of the city council at the June 23, 2014 regular meeting and at their regular meeting on November 10, 2014. The committee forwarded a recommendation for approval to the full council.

A. Findings

1. RCW 36.70A.130 (Washington State Growth Management Act (GMA)) provides for amendments to locally adopted GMA comprehensive plans. Except in limited circumstances provided for in State law, comprehensive plan amendments shall be considered by the city or county legislative body no more frequently than once per year.

2. The City of Auburn established a June 6, 2014 deadline for the submittal of privately-initiated comprehensive plan applications (map or policy/text). Notice to the public of the filing deadline was provided on the City's website, the Seattle Times Newspaper, and sent to a compiled notification list in May 2014. The City received two privately-initiated plan map amendments by the submittal deadline. The Applicant agreed to defer the city's consideration of the applications until consideration of the larger overall Comprehensive Plan Update effort in 2015. The postponement was accepted by the Planning and Community Development Committee at their June 23, 2014 meeting.

3. The City of Auburn received annual updates to the four school district Capital Facilities Plans whose districts occur within the City of Auburn. These Capital Facilities Plans, as well as the City's Capital Facilities Plan are referenced in Chapter 5, Capital Facilities, of the Auburn Comprehensive Plan and are processed as Policy/Text (P/T) amendments.

4. The environmental review under the State Environmental Policy Act (SEPA) for the school district capital facilities plans were prepared separately by each school district acting as their own lead agency, as allowed by state law.

5. The environmental review under the State Environmental Policy Act (SEPA) for the remaining amendment resulted in a Determination of Non-Significance (DNS) issued for the City-initiated Comprehensive Plan Amendments on September 16, 2014 (City File # SEP14-0011). The comment period ended September 30, 2014 and the appeal period ended October 14, 2014.

6. The City did not receive any comments in response to the issuance of the Determination of Non-Significance (DNS).

7. Each of the school district's acting as their own lead agency as allowed under SEPA conducted their own environmental review and issued separate Determinations of Non-Significance (DNS).

8. Auburn City Code Chapter 14.22 outlines the process for submittal of privately-initiated amendments and the general processing of comprehensive plan amendments as follows:

   "Section 14.22.100

   A. The planning commission shall hold at least one public hearing on all proposed amendments to the comprehensive plan. Notice of such public hearing shall be given pursuant to Chapter 1.27 ACC and, at a minimum, include the following:
      1. For site-specific plan map amendments:
         a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
         b. Notice shall be mailed by first class mail to all property owners of record within a radius of 300 feet of the proposed map amendment request, not less than 10 calendar days prior to the public hearing;
      2. For area-wide plan map amendments:
         a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
         b. Notice shall be mailed by first class mail to all property owners of record within the area subject to the proposed amendment;
         c. Notice shall be posted in at least two conspicuous locations in the area subject to the proposed amendment not less than 10 calendar days prior to the date of the public hearing.
   B. Notwithstanding the above, the director may expand the minimum noticing provisions noted above as deemed necessary.
   C. Planning Commission Recommendation. The planning commission shall conduct a public hearing on all potential comprehensive plan amendments and shall make and forward a recommendation on each to the city council. The planning commission shall adopt written findings and make a recommendation consistent with those findings to the city council.
   D. The city council, if it elects to amend the comprehensive plan, shall adopt written findings and adopt said amendments by ordinance.
   E. State Review. All comprehensive plan amendments considered by the planning commission shall be forwarded for state agency review consistent with RCW 36.70A.106.
   F. Any appeal of an amendment to the comprehensive plan shall be made in accordance with Chapter 36.70A RCW. (Ord. 6172 § 1, 2008.)"

9. As provided in the code, the Comprehensive Plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs, but is not required, prior to the end of the year.

10. Pursuant to RCW 36.70A.106, the proposed comprehensive plan amendments outlined in this agenda bill were sent to the Washington State Office of Commerce and other state

agencies as required for the state review on October 9, 2014. The Washington State Office of Commerce acknowledged receipt by letter dated October 13, 2014. No comments have been received from the Washington State Department of Commerce or other state agencies as of the writing of this report.

11. Due to the nature and limited number of policy/text changes, and the lack of private initiated map amendments, the optional process for a public open house was not conducted as provided for in the city code.

12. The notice of public hearing was published on October 14, 2014 in the Seattle Times which is at least 10-days prior to the Planning Commission public hearing scheduled for November 5, 2014.

13. The 2014 Comprehensive Plan Amendments were previously reviewed by the Planning and Community Development Committee of the city council at the June 23, 2014 regular meeting.

14. On November 5, 2014 the Planning Commission conducted a public hearing on the proposed annual amendments as part of the process required by code.

15. On November 10, 2014 the Planning and Community Development Committee of the city council reviewed the Planning Commission recommendation at their regular meeting on November 10, 2014. The committee forwarded a recommendation for approval to the full council.

16. The following report identifies the Comprehensive Plan Map Policy/Text (P/T) amendments that were scheduled for the Planning Commission's November 5, 2014 public hearing with a staff recommendation and the subsequent Planning Commission recommendation.

--------------November 5, 2014 Planning Commission Public Hearing --------------------------

<u>Comprehensive Plan Map Amendments (File No. CPA14-0001)</u>

(No map amendments are proposed with this year's amendment process)

<u>Comprehensive Plan Policy/Text Amendments (File No. CPA14-0001)</u>

<u>P/T #1</u>
Incorporate Auburn School District Capital Facilities Plan 2014 through 2020 into the City of Auburn Comprehensive Plan.

<u>Discussion</u>
The Auburn School District has provided the City with its annually updated Capital Facilities Plan (CFP) covering from 2014-2020. The CFP was adopted by the Auburn School District School Board of Directors on June 9, 2014 and has been subject to separate SEPA review and a Determination of Non Significance (DNS). Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the Auburn School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- six–year enrollment projections
- Auburn school district level of service standards
- The district's overall capacity of the 6-year period
- An inventory of existing facilities
- Impact fee calculations
- District capital construction Plan

A review of the Auburn School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $4,137.21, a decrease of $1,261.72 and the requested fee for multiple-family dwellings is $3,518.17, an increase of $130.33. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation

Planning Commission to recommend **approval** of the Auburn School District Capital Facilities Plan 2014 through 2020 to the City Council

Planning Commission Recommendation

Planning Commission recommended **approval** of the Auburn School District Capital Facilities Plan 2014 through 2020 to the City Council

Planning and Community Development Committee Recommendation

Planning and Community Development Committee to recommend **approval** of the Auburn School District Capital Facilities Plan 2014 through 2020 to the City Council

P/T#2

Incorporate the Dieringer School District Capital Facilities Plan 2015-2020 into the City of Auburn Comprehensive Plan.

Discussion

The Dieringer School District has provided the City with its annually updated Capital Facilities Plan 2015 - 2020. The CFP was adopted by the Dieringer School District Board of Directors on June 17, 2014. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Overview
- An inventory of existing facilities
- six–year enrollment projections
- standard of service
- Capacity projects
- Finance plan
- Impact fee calculations

A review of the Dieringer School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $5,231.00, an increase of $2,016.00 and the requested fee for multiple family dwellings is $1,839; an increase of $144.00. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend **approval** of the Dieringer School District Capital Facilities Plan 2015-2020 to the City Council.

Planning Commission Recommendation
Planning Commission to recommend **approval** of the Dieringer School District Capital Facilities Plan 2015-2020 to the City Council.

During the course to the deliberation, the Planning Commission asked that the calculations contained in the Dieringer School District Capital Facilities Plan 2015-2020 be carefully reviewed.

Planning and Community Development Committee Recommendation
Planning and Community Development Committee to recommend **approval** of the Dieringer School District Capital Facilities Plan 2015 - 2020 to the City Council.

P/T #3
Incorporate Federal Way School District's 2015 Capital Facilities Plan into the City of Auburn Comprehensive Plan.

Discussion
The Federal Way School District has provided the City with its annually updated Capital Facilities Plan (2015). The CFP was adopted by the Federal Way School District School Board June 24, 2014. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Introduction
- Inventory of educational facilities & non-instructional facilities
- Needs forecast, existing & new facilities
- Six–year finance plan
- Maps of district boundaries
- Building capacities & portable locations
- Student forecast
- Capacity summaries
- Impact fee calculations
- Summary of changes from the 2014 plan

A review of the Federal Way School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $5,171.00, representing a decrease of $192.00 and the requested fee for multi-family dwellings is $1,834.00, a decrease of $90.00. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend **approval** of the Federal Way School District's 2015 Capital Facilities Plan to the City Council

Planning Commission Recommendation
Planning Commission to recommend **approval** of the Federal Way School District's 2015 Capital Facilities Plan to the City Council.

Planning and Community Development Committee Recommendation
Planning and Community Development Committee to recommend **approval** of the Federal Way School District Capital Facilities Plan 2015 to the City Council.

P/T #4
Incorporate Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 into the City of Auburn Comprehensive Plan.

Discussion
The Kent School District has provided its annually updated 2014-2015 to 2019-2020 Capital Facilities Plan. The CFP was adopted by the Kent School District School Board on June 25, 2014 and has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Executive Summary
- Six-year enrollment projection & history
- District standard of service
- Inventory, capacity & maps of existing schools
- Six-year planning & construction plan
- Portable classrooms
- Projected classroom capacity
- Finance Plan, cost basis and impact fee schedules
- Summary of changes to previous plan

A review of the Kent School District's updated Capital Facilities Plan indicates the District is not requesting a change in the fees. The Plan indicates the continuing net fee obligation for single-family dwellings of $5,486.00, representing no change, and for multi-family dwellings a fee of $3,378.00, also representing no change. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend **approval** of the Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 to the City Council.

Planning Commission Recommendation
Planning Commission to recommend **approval** of the Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 to the City Council.

Planning and Community Development Committee Recommendation
Planning and Community Development Committee to recommend **approval** of the Kent School District Capital Facilities Plan 2014-2015 through 2019-2020 to the City Council.

CPM #5
Incorporate the City of Auburn's 6-year Capital Facilities Plan 2015-2020, into the City's Comprehensive Plan.

Discussion
A Capital Facilities Plan is one of the comprehensive plan elements required by the Washington State Growth Management Act (GMA) (RCW 36.70A). The GMA requires that a capital facilities plan include an inventory of existing capital facilities (showing locations and capacities), a forecast of future needs for such capital facilities, proposed locations and capacities of new or expanded capital facilities, and a minimum of a six-year plan to finance capital facilities with identified sources of funding. The proposed City of Auburn 6-year Capital Facilities Plan 2015-2020 satisfies the GMA requirements for a capital facilities element as part of the Comprehensive Plan.

Each comprehensive plan prepared under the GMA must include a capital facilities plan element. More specifically, RCW 36.70A.070(3) of the GMA requires the following:

> "A capital facilities plan element consisting of:
> (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
> (b) a forecast of the future needs of such capital facilities;
> (c) the proposed locations and capacities of expanded or new capital facilities;
> (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
> (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element."

A capital facility is defined as a structure, street or utility system improvement, or other long-lasting major asset, including land. Capital facilities are provided for public purposes. Capital facilities include, but are not limited to, the following: streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities, and police and fire protection facilities. These capital facilities include necessary ancillary and support facilities.

The memo dated October 2, 2014 from the City's Finance Department contained in the three ring binder highlights the major changes in the CFP from last year. The proposed City of Auburn 6-year Capital Facilities Plan 2015-2020 is incorporated by reference in the Comprehensive Plan, Chapter 5, Capital Facilities.

Staff Recommendation
Planning Commission to recommend **approval** of the City of Auburn's 6-year Capital Facilities Plan 2015-2020 to the City Council.

Planning Commission Recommendation
Planning Commission to recommend **approval** of the City of Auburn's 6-year Capital Facilities Plan 2015-2020 to the City Council with the amendment that the Planning Commission recommends that the City study the extension of sidewalks along Auburn Way South, south of Hemlock Street SE for pedestrian safety reasons.

Planning and Community Development Committee Recommendation
Planning and Community Development Committee to recommend **approval** of the City of Auburn Capital Facilities Plan 2015 - 2020 to the City Council.

CITY OF AUBURN WASHINGTON

Memorandum

To: Judi Roland, Chair, Planning Commission
Planning Commission Members

From: Jeff Dixon, Planning Services Manager

Date: November 5, 2014

Re: 2014 Comprehensive Plan Amendments – Revision to City of Auburn Capital Facilities Plan

---

For the 2014 Comprehensive Plan Amendment process, staff prepares a working binder for use by the Planning Commissioners during their review of the proposed comprehensive plan amendments. The binder distributed contains the City's Capital Facilities Plan as a Text/Policy Amendment. A further change to the City Capital Facilities Plan is needed as follows:

Reasons for change:
Four pages changed related to recent city council financial priorization for the Auburn Community & Youth/Teen Center

Revised Pages:

- Page 174 – Allocated greater amount of "capital cost" and "grants" expenditures from year 2016 to year 2015.
- Page 176 – changed "summary" to reflect change above.
- Page 180 – Revised "Total funding sources" and Total expenditures" from $ 1,795,046 to $ 3,900,000.
- Page 195 – Changed to reflect completion of Community and Youth/Teen Center in city's year 2020 inventory.

Reasons for change:
Two pages changed related to title for Airport projects from "Runway Extension" to "Runway Enhancements"

Revised Pages:

- Page 226 – to reflect more accurate description of the project.
- Page 233 – to reflect more accurate description of the project.

Please contact either Jeff Dixon, Planning Manager at jdixon@auburnwa.gov or 253-804-5033, with any questions.

TABLE PR-1 (continued)

Proposed Capacity Projects:		
Jacobson Tree Farm	29.04	13009 SE 294th Street
Lakeland Hills	30.00	Kersey Way
Total Proposed Capacity Projects	59.04	
2020 Projected Inventory Total - Community Parks -	295.24	
Linear Parks:		
Existing Inventory:		
Interurban Trail	25.40	
Lakeland Hills Trail	2.30	5401 Olive Avenue SE
White River Trail	4.90	
Total Linear Parks	32.60	
Proposed Capacity Projects:		
None	-	
Total Proposed Capacity Projects	-	
2020Projected Inventory Total - Linear Parks -	32.60	
Special Use Areas:		
Existing Inventory:		
Bicentennial Park	1.40	SR-18 & Auburn Way S
Centennial Viewpoint Park	0.70	600 Mountain View Drive
City Hall Plaza	0.90	25 W Main
Clark Plaza	0.20	15th & Auburn Way N
B Street Plaza	0.10	E. Main & B Street SE
Plaza Park	0.15	25 W Main
Mountain View Cemetery	50.00	2020 Mountain View Drive
Pioneer Cemetery	0.80	8th & Auburn Way N
Slaughter Memorial	0.20	3100 Auburn Way N
Total Special Use Areas	54.45	
Proposed Capacity Projects:		
None	-	
Total Proposed Capacity Projects	-	
2020 Projected Inventory Total - Special Use Areas -	54.45	
Open Space Areas:		
Existing Inventory:		
Auburn Environmental Park Open Space	120.00	Western Ave NW and Maint Street
Clark Property	25.00	1600 Oravetz Road
Game Farm Open Space	87.00	2400 SE Stuck River Road
Golf Course Open Space	42.00	29639 Green River Road
Green River Property	10.00	315th Street Se & 104th Way SE
Lakeland Native Area	10.00	Oravetz Road
Olson Canyon Open Space	45.00	28728 Green River Road
West Auburn Lake Property Open Space	9.00	N of S 321st and west of W St.NW
Total Open Space Areas	348.00	
Proposed Capacity Projects:		
None	-	
Total Proposed Capacity Projects	-	
2020 Projected Inventory Total - Open Space Areas -	348.00	

TABLE PR-2

CAPITAL FACILITIES PLAN PROJECTS AND FINANCING

PARKS, ARTS and RECREATION
(Municipal Parks Construction Fund)

	2015	2016	2017	2018	2019	2020	Total
Capacity Projects:							
1 **Park Acquisitions/Development**							
Capital Costs	-	-	125,000	125,000	125,000	-	**375,000**
Funding Sources:							
Fund Balance	-	-	-	-	-	-	-
Grants (Fed,State,Local)	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-
KC Prop 2	-	-	125,000	125,000	125,000	-	**375,000**
Subtotal, Capacity Projects:							
Capital Costs	-	-	**125,000**	**125,000**	**125,000**	-	375,000
Non-Capacity Projects:							
2 **Isaac Evans Park**							
Capital Costs	-	100,000	-	-	-	-	**100,000**
Funding Sources:							
Fund Balance	-	50,000	-	-	-	-	**50,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	-
Other (Park Impact Fee)	-	50,000	-	-	-	-	**50,000**
3 **Jacobsen Tree Farm Site Plan**							
Capital Costs	-	-	12,000,000	-	-	-	**12,000,000**
Funding Sources:							
Fund Balance	-	-	-	-	-	-	-
Grants (Fed,State,Local)	-	-	2,000,000	-	-	-	**2,000,000**
Other (Developer)	-	-	4,000,000	-	-	-	**4,000,000**
Bond Proceeds	-	-	6,000,000	-	-	-	**6,000,000**
4 **Auburn Community and Youth/Teen Center**							
Capital Costs	3,500,000	5,100,000	-	-	-	-	**8,600,000**
Funding Sources:							
REET 1	300,000	759,219	-	-	-	-	**1,059,219**
Other	2,200,000	2,340,781					**4,540,781**
Grants (Fed,State,Local)	1,000,000	2,000,000	-	-	-	-	**3,000,000**
5 **Les Gove Park Improvements**							
Capital Costs	40,000	260,000	-	-	-	-	**300,000**
Funding Sources:							
Fund Balance	-	-	-	-	-	-	-
Grants (Fed,State,Local)	-	-	-	-	-	-	-
KC Prop 2	40,000	260,000	-	-	-	-	**300,000**
6 **Rotary Park Improvements**							
Capital Costs	-	-	30,000	-	-	-	**30,000**
Funding Sources:							
Fund Balance	-	-	30,000	-	-	-	**30,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-

TABLE PR-2 (continued)

	2015	2016	2017	2018	2019	2020	Total
Non-Capacity Projects:							
7 **Misc. Parks Improvements**							
Capital Costs	100,000	100,000	175,000	175,000	175,000	175,000	**900,000**
Funding Sources:							
Fund Balance	-	-	25,000	25,000	25,000	25,000	**100,000**
Grants (Fed,State,Local)	50,000	50,000	75,000	75,000	75,000	75,000	**400,000**
Other (Park Impact Fee)	50,000	50,000	75,000	75,000	75,000	75,000	**400,000**
8 **Cameron Park**							
Capital Costs	-	-	-	-	55,000	-	**55,000**
Funding Sources:							
Fund Balance	-	-	-	-	25,000	-	**25,000**
Grants (Fed,State,Local)	-	-	-	-	30,000	-	**30,000**
Other	-	-	-	-	-	-	**-**
9 **Game Farm Park Improvements**							
Capital Costs	-	-	40,000	-	-	-	**40,000**
Funding Sources:							
Fund Balance	-	-	40,000	-	-	-	**40,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	**-**
Other	-	-	-	-	-	-	**-**
10 **Gaines Park**							
Capital Costs	-	-	30,000	-	-	-	**30,000**
Funding Sources:							
Fund Balance	-	-	30,000	-	-	-	**30,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	**-**
Other	-	-	-	-	-	-	**-**
11 **Roegner Park**							
Capital Costs	-	-	50,000	-	-	-	**50,000**
Funding Sources:							
Fund Balance	-	-	50,000	-	-	-	**50,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	**-**
KC Prop 2	-	-	-	-	-	-	**-**
12 **Auburndale Park**							
Capital Costs	25,000	-	-	350,000	-	-	**375,000**
Funding Sources:							
Fund Balance	25,000	-	-	-	-	-	**25,000**
KC Prop 2	-	-	-	100,000	-	-	**100,000**
Other (Park Impact Fee)	-	-	-	250,000	-	-	**250,000**
13 **Auburndale Park II**							
Capital Costs	25,000	-	-	575,000	-	-	**600,000**
Funding Sources:							
Fund Balance	25,000	-	-	-	-	-	**25,000**
Grants (Fed,State,Local)	-	-	-	-	-	-	**-**
Other	-	-	-	575,000	-	-	**575,000**
14 **Sunset Park**							
Capital Costs	15,000	385,000	-	-	-	-	**400,000**
Funding Sources:							
Fund Balance	-	-	-	-	-	-	**-**
Other (Park Impact Fee)	15,000	185,000	-	-	-	-	**200,000**
Other (Contributions)	-	200,000	-	-	-	-	**200,000**

TABLE PR-2 (continued)

	2015	2016	2017	2018	2019	2020	Total
Non-Capacity Projects:							
15 **BPA Trail on Lea Hill**							
Capital Costs	-	-	-	-	-	150,000	**150,000**
Funding Sources:							
Fund Balance	-	-	-	-	-	-	-
Grants (Fed,State,Local)	-	-	-	-	-	150,000	**150,000**
KC Prop 2	-	-	-	-	-	-	-
16 **Lakeland Park #4**							
Capital Costs	-	-	25,000	150,000	-	-	**175,000**
Funding Sources:							
Fund Balance	-	-	25,000	-	-	-	**25,000**
Other	-	-	-	150,000	-	-	**150,000**
17 **Fenster Levee Setback, Phase 2B**							
Capital Costs	25,000	-	-	-	-	-	**25,000**
Funding Sources:							
Grants (Fed,State,Local)	-	-	-	-	-	-	-
Other (Storm)	25,000	-	-	-	-	-	**25,000**
Subtotal, Non-Capacity Projects:							
Capital Costs	**3,730,000**	**5,945,000**	**12,350,000**	**1,250,000**	**230,000**	**325,000**	**23,830,000**

	2015	2016	2017	2018	2019	2020	Total
SUMMARY:							
CAPITAL COSTS							
Capacity Projects	-	-	125,000	125,000	125,000	-	375,000
Non-Capacity Projects	3,730,000	5,945,000	12,350,000	1,250,000	230,000	325,000	23,830,000
Total Costs	**3,730,000**	**5,945,000**	**12,475,000**	**1,375,000**	**355,000**	**325,000**	**24,205,000**
FUNDING SOURCES:							
Fund Balance	50,000	50,000	200,000	25,000	50,000	25,000	400,000
Grants (Fed,State,Local)	1,050,000	2,050,000	2,075,000	75,000	105,000	225,000	5,580,000
REET 1	300,000	759,219	-	-	-	-	1,059,219
Bond Proceeds	-	-	6,000,000	-	-	-	6,000,000
KC Prop 2	40,000	260,000	125,000	225,000	125,000	-	775,000
Other -Parks Impact	65,000	285,000	75,000	325,000	75,000	75,000	900,000
Other	2,225,000	2,540,781	4,000,000	725,000	-	-	9,490,781
Total Funding	**3,730,000**	**5,945,000**	**12,475,000**	**1,375,000**	**355,000**	**325,000**	**24,205,000**

MUNICIPAL PARKS CONSTRUCTION FUND (321)

Capital Facilities Plan

Six Year Capital Facilities Plan, 2015-2020

Capital Projects Fund

Project Title: **Jacobsen Tree Farm Site Plan**
Project No: **cp0609**
Project Type: **Non-Capacity**
Project Manager: **Daryl Faber**

Description:

Implement Master Plan for the development of this 31 acre site. Lea Hill area is deficient in park acreage.

Progress Summary:

Future Impact on Operating Budget:

No significant impact due to master plan. Future park development will result in maintenance and utility expenses undeterminable at this time.

Activity:

Funding Sources:	Prior to 2014	2014 YE Estimate	2015 Budget	2016 Budget	2015 Year End Project Total
Fund 321 -Unrestricted Fund Balance	25,321	-	-	-	25,321
Grants- Unsecured (Fed,State,Local)	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
REET	-	-	-	-	-
Other (Development)	-	-	-	-	-
Total Funding Sources:	**25,321**	**-**	**-**	**-**	**25,321**
Capital Expenditures:					
Design	25,321	-	-	-	25,321
Right of Way	-	-	-	-	-
Construction	-	-	-	-	-
Total Expenditures:	**25,321**	**-**	**-**	**-**	**25,321**

Forecasted Project Cost:

	2017	2018	2019	2020	Total 2015-2020
Funding Sources:					
Fund 321 -Unrestricted Fund Balance	-	-	-	-	-
Grants- Unsecured (Fed,State,Local)	2,000,000	-	-	-	2,000,000
Bond Proceeds	6,000,000	-	-	-	6,000,000
REET	-	-	-	-	-
Other (Development)	4,000,000	-	-	-	4,000,000
Total Funding Sources:	**12,000,000**	**-**	**-**	**-**	**12,000,000**
Capital Expenditures:					
Design	1,000,000	-	-	-	1,000,000
Right of Way	-	-	-	-	-
Construction	11,000,000	-	-	-	11,000,000
Total Expenditures:	**12,000,000**	**-**	**-**	**-**	**12,000,000**

Grants / Other Sources:

MUNICIPAL PARKS CONSTRUCTION FUND (321)

Capital Facilities Plan

Six Year Capital Facilities Plan, 2015-2020

Capital Projects Fund

Project Title:	**Auburn Community and Youth/Teen Center**
Project No:	**cp1412**
Project Type:	**Non-Capacity**
Project Manager:	**Jacob Sweeting**

Description:

Construct a new approximately 13,000 sq. ft. Community Center facility as well as repurpose the existing Parks, Recreation and Arts Administration building into a Youth/Teen Center. The project includes site improvements associated with the construction at Les Gove Campus and administrative space for the Parks Department, meeting, activity and fitness space as well as a dedicated youth/teen center. The State has allocated $3 million of the capital budget to the City to fund the project.

Progress Summary:

Design in 2014 & 2015, bid and begin construction in 2015 with construction completed in 2016.

Future Impact on Operating Budget:

The annual operating budget fiscal impact is estimated to be $150,000

Activity:

Funding Sources:	Prior to 2014	2014 YE Estimate	2015 Budget	2016 Budget	2015 Year End Project Total
Fund 321 -Unrestricted Fund Balance	-	-	-	-	-
Grants- Secured -State	-	-	1,000,000	2,000,000	1,000,000
REET 1	-	400,000	300,000	759,219	700,000
Other (Solid Waste Fees)	-	-	-	-	-
Other	-	-	2,200,000	2,340,781	2,200,000
Total Funding Sources:	**-**	**400,000**	**3,500,000**	**5,100,000**	**3,900,000**
Capital Expenditures:					
Property Acquisition	-		-	-	-
Design	-	400,000	1,528,400	-	1,928,400
Demolition	-	-	-	-	-
Construction	-	-	1,971,600	5,100,000	1,971,600
Total Expenditures:	**-**	**400,000**	**3,500,000**	**5,100,000**	**3,900,000**

Forecasted Project Cost:

	2017	2018	2019	2020	Total 2015-2020
Funding Sources:					
Fund 321 -Unrestricted Fund Balance	-	-	-	-	-
Grants- Secured -State	-	-	-	-	3,000,000
REET 1	-	-	-	-	1,059,219
Other (Solid Waste Fees)	-	-	-	-	-
Other	-	-	-	-	4,540,781
Total Funding Sources:	**-**	**-**	**-**	**-**	**8,600,000**
Capital Expenditures:					
Property Acquisition	-	-	-	-	-
Design	-	-	-	-	1,528,400
Professional Services	-	-	-	-	-
Construction	-	-	-	-	7,071,600
Total Expenditures:	**-**	**-**	**-**	**-**	**8,600,000**

Grants / Other Sources: Washington State capital budget appropriation through the Department of Commerce

COMMUNITY AND YOUTH/TEEN CENTER

Current Facilities

The City of Auburn currently does not have a Community and Youth/Teen Center.

Level of Service (LOS)

The City does not have a current LOS for a Community Center. The proposed LOS of 234.50 square feet per 1,000 population is based on the projected inventory divided by the 2020 projected citywide population of 85,288.

Capital Facilities Projects and Financing

The proposed Community and Youth/Teen Center facility construction project will cost approximately $9,000,000 and the project detail worksheet is presented on page 180.

Impact on Future Operating Budgets

As Table PR – 3 shows, estimated operating budget impact of $750,000 is forecasted for the Community and Youth/Teen Center Facility during the six years 2016-2021.

TABLE PR-4

Facilities Inventory
Community and Youth/Teen Center

FACILITY	CAPACITY (Square Feet)	LOCATION
Existing Inventory:		
None	-	
Total Existing Inventory	-	
Proposed Capacity Projects:		
New Youth/Teen Center (Remodel)	7,000	
New Community Center	13,000	
Total Proposed Capacity Projects	20,000	
2020 Projected Inventory Total	20,000	

SENIOR CENTER

Current Facilities

The City of Auburn currently has one Senior Center. Table PR-5 Facilities Inventory lists the facility along with its current capacity and location.

Level of Service (LOS)

The current LOS of 168.83 square feet per 1,000 population is based on the existing inventory divided by the 2014 citywide population of 74,630. The proposed LOS of 147.73 square feet per 1,000 population is based on the projected inventory divided by the 2020 projected citywide population of 85,288.

Capital Facilities Projects and Financing

The CFP does not include any senior center capital facilities projects during 2015-2020.

Impact on Future Operating Budgets

There are no operating budget impacts forecasted for the senior center facility during the six years 2016 – 2021.

TABLE PR-5

Facilities Inventory

Senior Center

FACILITY	CAPACITY (Square Feet)	LOCATION
Existing Inventory:		
Senior Center	12,600	808 9th Street SE
Total Existing Inventory	12,600	
Proposed Capacity Projects:		
None	-	
Total Proposed Capacity Projects	-	
2020 Projected Inventory Total	12,600	

AIRPORT

Current Facilities

The City of Auburn operates the Auburn Municipal Airport, providing hangar and tie-down facilities/leasing space for aircraft-related businesses. As of 2010, there were approximately 141,000 take-offs and landings (aircraft operations) at the airport annually. Table A-1 "Facilities Inventory" lists the facilities with current capacity and location. Currently the Airport is in the process of updating the Master Plan which will be completed in 2014.

Level of Service (LOS)

The Auburn Municipal Airport Master Plan Update 2001–2020 provides a maximum runway capacity (LOS standard) of 231,000 aircraft operations annually; one take-off or landing equals one aircraft operation. This LOS is recognized by the Federal Aviation Administration (FAA). The FAA requires the airport to have the capital facilities capacity (i.e., runways, taxiways, holding areas, terminal, hangars, water/sewer system, etc.) necessary to accommodate 100% of aircraft operations during any one year. By 2020 the Airport Master Plan forecasts the number of operations to be 193,189 – well below the capacity of the airport runway.

Capital Facilities Projects and Financing

The City's Airport facilities include thirteen non-capacity capital projects at a cost of $ 3,893,170. These projects include the South T-Hangar Row 3 enclosure, runway extension project and land acquisition for future approaches. Table A-2 shows the proposed financing plan followed by individual worksheets showing the project detail.

Impact on Future Operating Budgets

There are no operating expense budget impacts forecast for the airport during the six years 2016 – 2021. The South T-Hangar Row 3 enclosure project is anticipated to increase the hangar rental revenue by approximately $60,000 per year beginning in 2016.

TABLE A-1

Facilities Inventory
Airport

	CAPACITY		
FACILITY	**# of Aircraft**	**# of Feet**	**LOCATION**
Existing Inventory:			
Hangars	145		400 23rd Street NE
Tiedowns	214		400 23rd Street NE
Air Strip		3,400	400 23rd Street NE
Total Existing Inventory	359	3,400	
Proposed Capacity Projects:			
2020 Land Acquisition	30		400 23rd Street NE
2017 Runway Extension	-	718	400 23rd Street NE
Total Proposed Capacity Projects	30	718	
2020 Projected Inventory Total	389	4,118	

TABLE A-2

CAPITAL FACILITIES PLAN PROJECTS AND FINANCING
AIRPORT

		2015	2016	2017	2018	2019	2020	Total
	Capacity Projects:							
	None							-
	Non-Capacity Projects:							
1	**Airport Security Camera & Gate Access Upgrades**							
	Capital Costs	-	-	-	-	-	70,000	**70,000**
	Funding Sources:							
	Airport Fund	-	-	-	-	-	3,500	**3,500**
	Grant	-	-	-	-	-	66,500	**66,500**
2	**South T- Hangar Row 3 Enclosure**							
	Capital Costs	347,000	-	-	-	-	-	**347,000**
	Funding Sources:							
	Airport Fund	347,000	-	-	-	-	-	**347,000**
	Grant	-	-	-	-	-	-	**-**
3	**Obstruction Survey for NexGen/GPS Approach**							
	Capital Costs	210,000	-	-	-	-	-	**210,000**
	Funding Sources:							
	Airport Fund	10,500	-	-	-	-	-	**10,500**
	Grant	199,500	-	-	-	-	-	**199,500**
4	**Land Acquisition for Future Approaches**							
	Capital Costs	-	-	420,000	-	-	-	**420,000**
	Funding Sources:							
	Airport Fund	-	-	21,000	-	-	-	**21,000**
	Grants	-	-	399,000	-	-	-	**399,000**
5	**Wildlife Hazard Assessment**							
	Capital Costs	16,125	-	-	-	-	-	**16,125**
	Funding Sources:							
	Airport Fund	806	-	-	-	-	-	**806**
	Grants	15,319	-	-	-	-	-	**15,319**
6	**Runway Enhancements**							
	Capital Costs	161,000	140,000	1,064,000	-	-	-	**1,365,000**
	Funding Sources:							
	Airport Fund	8,050	7,000	53,200	-	-	-	**68,250**
	Grants	152,950	133,000	1,010,800	-	-	-	**1,296,750**
7	**Automated Weather Observation System**							
	Capital Costs	-	-	-	-	268,800	-	**268,800**
	Funding Sources:							
	Airport Fund	-	-	-	-	13,440	-	**13,440**
	Grants	-	-	-	-	255,360	-	**255,360**
8	**Fuel Farm**							
	Capital Costs	-	-	140,000	-	-	-	**140,000**
	Funding Sources:							
	Airport Fund	-	-	140,000	-	-	-	**140,000**
	Grants	-	-	-	-	-	-	**-**

AIRPORT FUND (435)

Capital Facilities Plan

Six Year Capital Facilities Plan, 2015-2020

Enterprise Funds

Project Title: **Runway Enhancements**
Project No: **cp******
Project Type: **Non-Capacity**
Project Manager: **Shelley Coleman**

Description:

Enhance Runway 16/34 per Airport Layout Plan & Master Plan Update for increased safety and utilization.

Progress Summary:

Environmental Assessment is planned for 2015.

Future Impact on Operating Budget:

Activity:

Funding Sources:	Prior to 2014	2014 YE Estimate	2015 Budget	2016 Budget	2015 Year End Project Total
Unrestricted Airport Revenue	-		8,050	7,000	8,050
Federal Grant -Unsecured	-	-	144,900	126,000	144,900
State Grant -Unsecured	-	-	8,050	7,000	8,050
Total Funding Sources:	**-**	**-**	**161,000**	**140,000**	**161,000**
Capital Expenditures:					
Design	-	-	-	140,000	-
Environmental Assessment	-	-	161,000	-	161,000
Construction	-	-	-	-	-
Total Expenditures:	**-**	**-**	**161,000**	**140,000**	**161,000**

Forecasted Project Cost:

	2017	2018	2019	2020	Total 2015-2020
Funding Sources:					
Unrestricted Airport Revenue	53,200	-	-	-	**68,250**
Federal Grant -Unsecured	957,600	-	-	-	**1,228,500**
State Grant -Unsecured	53,200	-	-	-	**68,250**
Total Funding Sources:	**1,064,000**	**-**	**-**	**-**	**1,365,000**
Capital Expenditures:					
Design	-	-	-	-	**140,000**
Environmental Assessment	-	-	-	-	**161,000**
Construction	1,064,000	-	-	-	**1,064,000**
Total Expenditures:	**1,064,000**	**-**	**-**	**-**	**1,365,000**

Grants / Other Sources:

AIRPORT FUND (435)

Six Year Capital Facilities Plan, 2015-2020

Capital Facilities Plan
Enterprise Funds

Project Title: **Automated Weather Observation System**
Project No: **cp*******
Project Type: **Non-Capacity**
Project Manager: **Shelley Coleman**

Description:

Install weather reporting equipment for instrument approach.

Progress Summary:

Future Impact on Operating Budget:

Activity:

Funding Sources:	Prior to 2014	2014 YE Estimate	2015 Budget	2016 Budget	2015 Year End Project Total
Unrestricted Airport Revenue	-				
Federal Grant -Unsecured	-	-	-		-
State Grant -Unsecured	-	-	-		-
Total Funding Sources:	-	-	-	-	-
Capital Expenditures:					
Design	-	-	-		-
Right of Way	-	-	-		-
Construction	-	-	-		-
Total Expenditures:	-	-	-	-	-

Forecasted Project Cost:

	2017	2018	2019	2020	Total 2015-2020
Funding Sources:					
Unrestricted Airport Revenue	-	-	13,440	-	**13,440**
Federal Grant -Unsecured	-	-	241,920	-	**241,920**
State Grant -Unsecured	-	-	13,440	-	13,440
Total Funding Sources:	-	-	**268,800**	-	**268,800**
Capital Expenditures:					
Design	-	-	-	-	-
Right of Way	-	-	-	-	-
Construction	-	-	268,800	-	268,800
Total Expenditures:	-	-	**268,800**	-	**268,800**

Grants / Other Sources:

ORDINANCE NO. 6 5 4 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PLANNING; ADOPTING COMPREHENSIVE PLAN TEXT AMENDMENTS PURSUANT TO THE PROVISIONS OF RCW CHAPTER 36.70A

WHEREAS, on August 18, 1986, the City Council of the City of Auburn adopted a Comprehensive Plan by Resolution No. 1703 which includes a Map establishing the location of the Comprehensive Plan Land Use Designations throughout the City; and

WHEREAS, on April 17, 1995, the Auburn City Council adopted Comprehensive Plan Amendments by Resolution No. 2635 to comply with the Washington State Growth Management Act; and

WHEREAS, on September 5, 1995, the Auburn City Council reaffirmed that action by its adoption of Ordinance No. 4788; and

WHEREAS, the City of Auburn published in the *Seattle Times Newspaper* an advertisement that the City was accepting comprehensive plan amendment applications and established a deadline for submittal of June 6, 2014; and

WHEREAS, the City of Auburn received two privately-initiated map amendments (File Nos. CPA14-0002 & CPA14-0003) however these applications were not complete for processing; and

WHEREAS, the City of Auburn initiated five text/policy amendments (File No. CPA14-0001); and

WHEREAS, the Comprehensive Plan text/policy amendments were processed by the Community Development & Public Works Department as proposed Year 2014 amendments to the City of Auburn Comprehensive Plan; and

WHEREAS, maintaining a current Capital Facilities Plan is required of the City in order to meet regulations of the Growth Management Act under RCW 36.70A; and

WHEREAS, the environmental impacts of the proposed Year 2014 Comprehensive Plan amendments were considered in accordance with procedures of the State Environmental Policy Act (File No. SEP14-0011); and

WHEREAS, the proposed amendments were transmitted to the Washington State Department of Commerce, Growth Management Services Division and other State agencies for the 60-day review period in accordance with RCW 36.70A.106; and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of hearing, the Auburn Planning Commission on November 5, 2014, conducted a public hearing on the proposed amendments; and

WHEREAS, at the public hearing the Auburn City Planning Commission heard and considered the public testimony and the evidence and exhibits presented to it; and

WHEREAS, the Auburn City Planning Commission thereafter made recommendations to the City Council on the proposed Year 2014 Comprehensive Plan map and text amendments; and

WHEREAS, on November 10, 2014, the Planning and Community Development Committee of the Auburn City Council reviewed the Planning Commission's recommendations made a recommendation to the City Council; and

WHEREAS, on November 17, 2014, the Public Works Committee of the Auburn City Council reviewed the Planning Commission's recommendations; and

WHEREAS, on December 1, 2014, the Auburn City Council considered the proposed Comprehensive Plan amendments as recommended by the City of Auburn Planning Commission.

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

Section 1. The 2014 Comprehensive Plan city-initiated Text Amendments (CPA14-0001), are adopted and approved as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The City Clerk shall file Exhibit "A" along with this Ordinance and keep them available for public inspection. The full text of the Capital Facilities Plan of the City and the four school district's Capital Facilities Plans are adopted with the City's Comprehensive Plan, copies of which shall be on file with the Office of the City Clerk. The City Clerk shall file them along with this Ordinance and keep them available for public inspection. Council adopts both the Planning Commission's recommendations, dated November 5, 2014, and the findings and conclusions outlined in the November 6, 2014, staff report, attached as Exhibit "B".

Section 2. The 2013 Comprehensive Plan amendments modify the Comprehensive Plan adopted on August 18, 1986, by Resolution No. 1703 and adopted by Ordinance No. 4788 on September 5, 1995.

Section 3. The adopted Comprehensive Plan as amended is designated as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act by the City's responsible environmental official in accordance with RCW. 43.21C.060.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any of the Comprehensive Plan amendments adopted herein, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation to include incorporating into one document the adopted Comprehensive Plan map and text amendments, attached hereto as Exhibit "A" and Exhibit "B" preparing and publishing the amended Comprehensive Plan.

INTRODUCED: ____________________

PASSED: ____________________

APPROVED: ____________________

____

Nancy Backus
MAYOR

ATTEST:

____

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

____

Daniel B. Heid,
City Attorney

Published: ____________________

Ordinance No. 6541
November 12, 2014
Page 4

Exhibit "A"

The Auburn, Dieringer, Federal Way and Kent School District Capital Facilities Plans,

City of Auburn Capital Facilities Plan,

(See "Comp. Plan Policy/Text Amendments" tab in the working binder, a copy of which is on file in the office of the City Clerk, which copy is incorporated herein by this reference.)

Exhibit "B"

Staff report dated November 6, 2014, which included the Findings and Conclusions adopted by the Planning Commission.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject CPA14-0001, 2014 Comprehensive Plan Amendments – City Initiated Plan Policy/Text Amendments		**Date:** November 6, 2014
Department: Community Development & Public Works	**Attachments:** See separate summary matrix and the policy/text amendment sections of the binder	**Budget Impact:** N/A

Administrative Recommendation: Planning and Community Development Committee to review planning commission recommendation on 2014 City-Initiated Comprehensive Plan Amendments.

Background Summary:

The City of Auburn adopted amendments to its Comprehensive Plan in 1995 in response to the Washington State Growth Management Act (GMA) requirements, as amended. Since then the Auburn Comprehensive Plan has been amended annually.

Comprehensive plan amendments can be initiated by the City of Auburn (city-initiated) and by private citizens (privately-initiated) This year the city is initiating

- Five policy/text amendments.
- *(No map amendments are proposed with this year's amendment process)*

In addition, this year the city received two privately-initiated plan map amendments by the submittal deadline. However, since the two applications for adjacent sites by the same Applicant were submitted without the necessary environmental checklist application (required pursuant to the State Environmental Policy Act (SEPA)), the Applicant has agreed to defer the city's consideration of the applications until consideration of the larger overall Comprehensive Plan Update effort in 2015.

This staff report and recommendation addresses Comprehensive Policy/Text (P/T) Amendments P/T # 1 through # 5. This is the only staff report associated with the annual comprehensive plan amendment process.

In terms of process, the Comprehensive plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs but is not required prior to the end of the year.

Reviewed by Council & Committees:

	COUNCIL COMMITTEES
☐ Arts Commission	☐ Finance
☐ Airport	☐ Municipal Services
☐ Hearing Examiner	☐ Planning & Dev
☐ Human Services	☐ Public Works
☐ Park Board	☐ Other ____________
☒ Planning Comm.	

Reviewed by Departments & Divisions:

☐ Building	☐ M&O
☐ Cemetery	☐ Mayor
☐ Finance	☐ Parks
☐ Fire	☒ Planning
☐ Legal	☐ Police
☒ Public Works	☐ Human Resources

Action:

Committee Approval: ☐Yes ☐No

Council Approval: ☐Yes ☐No Call for Public Hearing ___/___/____

Referred to ______________________________ Until ___/___/____

Tabled ______________________________ Until ___/___/____

Councilmember: Holman	Staff: Tate
Meeting Date: November 10, 2014	Item Number:

At its November 5, 2014 public hearing, the Planning Commission reviewed the following annual comprehensive plan amendments:

P/T #1 – Incorporate Auburn School District Capital Facilities Plan
P/T #2 – Incorporate Dieringer School District Capital Facilities Plan
P/T #3 – Incorporate Federal Way School District Capital Facilities Plan
P/T #4 – Incorporate Kent School District Capital Facilities Plan
P/T #5 – Incorporate City of Auburn Capital Facilities Plan

The Planning Commission has forward its recommendation for **approval** to the City council on all comprehensive plan amendments.

The 2014 Comprehensive Plan Amendments were previously reviewed by the Planning and Community Development Committee of the city council at the June 23, 2014 regular meeting.

A. Findings

1. RCW 36.70A.130 (Washington State Growth Management Act (GMA)) provides for amendments to locally adopted GMA comprehensive plans. Except in limited circumstances provided for in State law, comprehensive plan amendments shall be considered by the city or county legislative body no more frequently than once per year.

2. The City of Auburn established a June 6, 2014 deadline for the submittal of privately-initiated comprehensive plan applications (map or policy/text). Notice to the public of the filing deadline was provided on the City's website, the Seattle Times Newspaper, and sent to a compiled notification list in May 2014. The City received two privately-initiated plan map amendments by the submittal deadline. The Applicant agreed to defer the city's consideration of the applications until consideration of the larger overall Comprehensive Plan Update effort in 2015. The postponement was accepted by the Planning and Community Development Committee at their June 23, 2014 meeting.

3. The City of Auburn received annual updates to the four school district Capital Facilities Plans whose districts occur within the City of Auburn. These Capital Facilities Plans, as well as the City's Capital Facilities Plan are referenced in Chapter 5, Capital Facilities, of the Auburn Comprehensive Plan and are processed as Policy/Text (P/T) amendments.

4. The environmental review under the State Environmental Policy Act (SEPA) for the school district capital facilities plans were prepared separately by each school district acting as their own lead agency, as allowed by state law.

5. The environmental review under the State Environmental Policy Act (SEPA) for the remaining amendment resulted in a Determination of Non-Significance (DNS) issued for the City-initiated Comprehensive Plan Amendments on September 16, 2014 (City File # SEP14-0011). The comment period ended September 30, 2014 and the appeal period ended October 14, 2014.

6. The City did not receive any comments in response to the issuance of the Determination of Non-Significance (DNS).

7. Each of the school district's acting as their own lead agency as allowed under SEPA conducted their own environmental review and issued separate Determinations of Non-Significance (DNS).

8. Auburn City Code Chapter 14.22 outlines the process for submittal of privately-initiated amendments and the general processing of comprehensive plan amendments as follows:

   "Section 14.22.100

   A. The planning commission shall hold at least one public hearing on all proposed amendments to the comprehensive plan. Notice of such public hearing shall be given pursuant to Chapter 1.27 ACC and, at a minimum, include the following:
      1. For site-specific plan map amendments:
         a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
         b. Notice shall be mailed by first class mail to all property owners of record within a radius of 300 feet of the proposed map amendment request, not less than 10 calendar days prior to the public hearing;
      2. For area-wide plan map amendments:
         a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
         b. Notice shall be mailed by first class mail to all property owners of record within the area subject to the proposed amendment;
         c. Notice shall be posted in at least two conspicuous locations in the area subject to the proposed amendment not less than 10 calendar days prior to the date of the public hearing.

   B. Notwithstanding the above, the director may expand the minimum noticing provisions noted above as deemed necessary.

   C. Planning Commission Recommendation. The planning commission shall conduct a public hearing on all potential comprehensive plan amendments and shall make and forward a recommendation on each to the city council. The planning commission shall adopt written findings and make a recommendation consistent with those findings to the city council.

   D. The city council, if it elects to amend the comprehensive plan, shall adopt written findings and adopt said amendments by ordinance.

   E. State Review. All comprehensive plan amendments considered by the planning commission shall be forwarded for state agency review consistent with RCW 36.70A.106.

   F. Any appeal of an amendment to the comprehensive plan shall be made in accordance with Chapter 36.70A RCW. (Ord. 6172 § 1, 2008.)"

9. As provided in the code, the Comprehensive Plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs, but is not required, prior to the end of the year.

10. Pursuant to RCW 36.70A.106, the proposed comprehensive plan amendments outlined in this agenda bill were sent to the Washington State Office of Commerce and other state agencies as required for the state review on October 9, 2014. The Washington State Office of Commerce acknowledged receipt by letter dated October 13, 2014. No comments have

been received from the Washington State Department of Commerce or other state agencies as of the writing of this report.

11. Due to the nature and limited number of policy/text changes, and the lack of private initiated map amendments, the optional process for a public open house was not conducted as provided for in the city code.

12. The notice of public hearing was published on October 14, 2014 in the Seattle Times which is at least 10-days prior to the Planning Commission public hearing scheduled for November 5, 2014.

13. The 2014 Comprehensive Plan Amendments were previously reviewed by the Planning and Community Development Committee of the city council at the June 23, 2014 regular meeting.

14. On November 5, 2014 the Planning Commission conducted a public hearing on the proposed annual amendments as part of the process required by code.

15. On November 10, 2014 the Planning and Community Development Committee of the city council will review the planning commission's recommendation.

16. The following report identifies the Comprehensive Plan Map Policy/Text (P/T) amendments that were scheduled for the Planning Commission's November 5, 2014 public hearing with a staff recommendation and the subsequent Planning Commission recommendation.

---------------November 5, 2014 Planning Commission Public Hearing ---------------------------

Comprehensive Plan Map Amendments (File No. CPA14-0001)

(No map amendments are proposed with this year's amendment process)

Comprehensive Plan Policy/Text Amendments (File No. CPA14-0001)

P/T #1

Incorporate Auburn School District Capital Facilities Plan 2014 through 2020 into the City of Auburn Comprehensive Plan.

Discussion

The Auburn School District has provided the City with its annually updated Capital Facilities Plan (CFP) covering from 2014-2020. The CFP was adopted by the Auburn School District School Board of Directors on June 9, 2014 and has been subject to separate SEPA review and a Determination of Non Significance (DNS). Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the Auburn School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- six–year enrollment projections
- Auburn school district level of service standards
- The district's overall capacity of the 6-year period

- An inventory of existing facilities
- Impact fee calculations
- District capital construction Plan

A review of the Auburn School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $4,137.21, a decrease of $1,261.72 and the requested fee for multiple-family dwellings is $3,518.17, an increase of $130.33. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend approval of the Auburn School District Capital Facilities Plan 2014 through 2020 to the City Council

Planning Commission Recommendation
Planning Commission to recommend approval of the Auburn School District Capital Facilities Plan 2014 through 2020 to the City Council

P/T#2
Incorporate the Dieringer School District Capital Facilities Plan 2015-2020 into the City of Auburn Comprehensive Plan.

Discussion
The Dieringer School District has provided the City with its annually updated Capital Facilities Plan 2015 - 2020. The CFP was adopted by the Dieringer School District Board of Directors on June 17, 2014. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:
- Overview
- An inventory of existing facilities
- six–year enrollment projections
- standard of service
- Capacity projects
- Finance plan
- Impact fee calculations

A review of the Dieringer School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $5,231.00, an increase of $2,016.00 and the requested fee for multiple family dwellings is $1,839; an increase of $144.00. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend approval of the Dieringer School District Capital Facilities Plan 2015-2020 to the City Council.

Planning Commission Recommendation
Planning Commission to recommend approval of the Dieringer School District Capital Facilities Plan 2015-2020 to the City Council.

During the course to the deliberation, the Planning Commission asked that the calculations contained in the Dieringer School District Capital Facilities Plan 2015-2020 be carefully reviewed.

P/T #3
Incorporate Federal Way School District's 2015 Capital Facilities Plan into the City of Auburn Comprehensive Plan.

Discussion
The Federal Way School District has provided the City with its annually updated Capital Facilities Plan (2015). The CFP was adopted by the Federal Way School District School Board June 24, 2014. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:
- Introduction
- Inventory of educational facilities & non-instructional facilities
- Needs forecast, existing & new facilities
- Six–year finance plan
- Maps of district boundaries
- Building capacities & portable locations
- Student forecast
- Capacity summaries
- Impact fee calculations
- Summary of changes from the 2014 plan

A review of the Federal Way School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be $5,171.00, representing a decrease of $192.00 and the requested fee for multi-family dwellings is $1,834.00, a decrease of $90.00. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend approval of the Federal Way School District's 2015 Capital Facilities Plan to the City Council

Planning Commission Recommendation
Planning Commission to recommend approval of the Federal Way School District's 2015 Capital Facilities Plan to the City Council

P/T #4
Incorporate Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 into the City of Auburn Comprehensive Plan.

Discussion
The Kent School District has provided its annually updated 2014-2015 to 2019-2020 Capital Facilities Plan. The CFP was adopted by the Kent School District School Board on June 25, 2014 and has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Executive Summary
- Six-year enrollment projection & history
- District standard of service
- Inventory, capacity & maps of existing schools
- Six-year planning & construction plan
- Portable classrooms
- Projected classroom capacity
- Finance Plan, cost basis and impact fee schedules
- Summary of changes to previous plan

A review of the Kent School District's updated Capital Facilities Plan indicates the District is not requesting a change in the fees. The Plan indicates the continuing net fee obligation for single-family dwellings of $5,486.00, representing no change, and for multi-family dwellings a fee of $3,378.00, also representing no change. The actual impact fee to be assessed is set by ordinance by the Auburn City Council.

Staff Recommendation
Planning Commission to recommend approval of the Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 to the City Council

Planning Commission Recommendation
Planning Commission to recommend approval of the Kent School District Capital Facilities Plan 2014-2015 to 2019-2020 to the City Council

CPM #5
Incorporate the City of Auburn's 6-year Capital Facilities Plan 2015-2020, into the City's Comprehensive Plan.

Discussion
A Capital Facilities Plan is one of the comprehensive plan elements required by the Washington State Growth Management Act (GMA) (RCW 36.70A). The GMA requires that a capital facilities plan include an inventory of existing capital facilities (showing locations and capacities), a forecast of future needs for such capital facilities, proposed locations and capacities of new or expanded capital facilities, and a minimum of a six-year plan to finance capital facilities with identified sources of funding. The proposed City of Auburn 6-year Capital Facilities Plan 2015-2020 satisfies the GMA requirements for a capital facilities element as part of the Comprehensive Plan.

Each comprehensive plan prepared under the GMA must include a capital facilities plan element. More specifically, RCW 36.70A.070(3) of the GMA requires the following:

> "A capital facilities plan element consisting of:
>
> (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
> (b) a forecast of the future needs of such capital facilities;
> (c) the proposed locations and capacities of expanded or new capital facilities;
> (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
> (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element."

A capital facility is defined as a structure, street or utility system improvement, or other long-lasting major asset, including land. Capital facilities are provided for public purposes. Capital facilities include, but are not limited to, the following: streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities, and police and fire protection facilities. These capital facilities include necessary ancillary and support facilities.

The memo dated October 2, 2014 from the City's Finance Department contained in the three ring binder highlights the major changes in the CFP from last year. The proposed City of Auburn 6-year Capital Facilities Plan 2015-2020 is incorporated by reference in the Comprehensive Plan, Chapter 5, Capital Facilities.

Staff Recommendation

Planning Commission to recommend approval of the City of Auburn's 6-year Capital Facilities Plan 2015-2020 to the City Council.

Planning Commission Recommendation

Planning Commission to recommend approval of the City of Auburn's 6-year Capital Facilities Plan 2015-2020 to the City Council with the amendment that the Planning Commission recommends that the City study the extension of sidewalks along Auburn Way South, south of Hemlock Street SE for pedestrian safety reasons.

Year 2014 Annual Comprehensive Plan Amendment (CPA) Summary

(CPM = Comprehensive Plan Map Amendment; P/T = Policy/Text Amendment)

P/T #	Title	Description	Staff Recommendation	Planning Commission Recommendation	PCDC Recommendation	City Council Action	Notes
P/T #1	Auburn School District Capital Facilities Plan	Incorporate Auburn School District 2014-2020 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval	Approval		PC Hearing was conducted on November 5, 2014. Bob Kenworthy, Assistant Director, Capital Projects, Auburn School District, testified in favor of the request.
P/T #2	Dieringer School District Capital Facilities Plan	Incorporate the Dieringer School District Capital Facilities Plan 2015-2020 as part of the Auburn Comprehensive Plan.	Approval	Approval	Approval		PC Hearing was conducted on November 5, 2014. No public testimony. The Planning Commission deliberation asked that the city council carefully consider the CFP.
P/T #3	Federal Way Capital Facilities Plan	Incorporate Federal Way School District 2015 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval	Approval		PC Hearing was conducted on November 5, 2014. Due to conflict with other City's meetings, Tanya Nascimento, Enrollment and Demographic Analyst, Federal Way School District, submitted a letter dated November 4, 2014 supporting the request.
P/T #4	Kent School District Capital Facilities Plan	Incorporate Kent School District 2014/2015 – 2019/2020 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval	Approval		PC Hearing was conducted on November 5, 2014. Ralph Fortunato, CSBC, Director of Fiscal Services for the Kent School District testified in favor of the request.
P/T #5	City of Auburn's 6-year Capital Facilities Plan	Incorporate the City of Auburn's 6-year Capital Facilities Plan 2015-2020, into the City's Comprehensive Plan.	Approval	Approval The PC recommended approval with the revised pages and with the amendment that the Planning Commission recommends that the City study the extension of sidewalks along Auburn Way South, south of Hemlock Street SE for pedestrian safety reasons.	Approval		PC Hearing was conducted on November 5, 2014. No public testimony. Subsequent to the Planning Commission's packet preparation and distribution, it was identified that pages 174, 176, 180, and 195 of the CFP needed to change. The reason for change is to reflect financial prioritization of the Auburn Community Center & Youth /Teen Center (cp0925 cp1412). Also, pages 226 and 233 were changed to reflect a revision to the title of an airport project. The PC recommended approval with the revised pages and with the amendment that the Planning Commission recommends that the City study the extension of sidewalks along Auburn Way South, south of Hemlock Street SE for pedestrian safety reasons.

Created: November 12, 2014

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5106

Date:
October 1, 2014

Department:
Information Services

Attachments:
Res 5106

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5106

Background Summary:

The City of Auburn currently has a photo enforcement program which Committee requested we reevaluate and publish an RFP for similar services. A committee was set up to represent city departments to write, review, and publish the RFP. Departments included Engineering, Police, Legal, IT, and Finance. Three vendors responded, including Red Flex, ATS, and GATSO USA, Inc. After careful review of the companies, technology, services, and references, the committee selected GATSO USA, Inc. to recommend to Committee and Council.

The selected respondent is being recommended based on the criteria identified by RFP as well as importance to Auburn's Council and public safety vision of an effective system. These include, but are not limited to:

Recommendation: GATSO USA, Inc. Beverly, MA

Contract Term: 3 years

Cost: $3,900.00 per camera per location

Termination Cause: By mutual agreement, For Convenience: Based on flat fee cancellation and/or camera construction depreciation or contract breach.

Revenue Neutral: If after 3 months a location does not produce revenue to pay for camera, remaining balance will be zero. Company has right to evaluate new location at that point.

Technology: Fully enclosed portable solution. Speed, light, auto license reader, and traffic count capabilities.

Portability: City can move and install with credit to city or by vendor as necessary per location.

Reviewed by Council Committees:

Municipal Services, Public Works

Councilmember:	Peloza	**Staff:**	Tiedeman
Meeting Date:	November 17, 2014	**Item Number:**	RES.A

RESOLUTION NO. 5 1 0 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND GATSO USA, INC., FOR PHOTO RED LIGHT AND SPEED ENFORCEMENT PROGRAMS

WHEREAS, state law allows cities to utilize photo red light and mobile speed enforcement programs, within certain restrictions and limitations; and

WHEREAS, to address the public safety concerns involved in people running red lights or speeding in certain speed zones, including school zones, the City of Auburn is interested in employing such programs; and

WHEREAS, Gatso USA, Inc., can provide the technology and business services for a photo red light and speed enforcement program at a cost that is acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to execute an Agreement between the City and Gatso USA, Inc., for photo red light and speed enforcement programs, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit I and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _________________, 2014.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

EXHIBIT I

Customer Agreement

This Customer Agreement ("Agreement") is made on the date on which the last party to sign this Agreement so signs (the "Effective Date"), between Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite, 222-T, Beverly, Massachusetts 01915 ("Gatso") and the City of Auburn, WA, with a principal business address at 25 West Main Street, Auburn, WA 98001 (the "City").

WHEREAS, the City wishes to retain the technology and business services of Gatso to provide a Red Light Safety Enforcement and Speed Enforcement program to monitor red-light violations, associated red-light traffic offenses and speed offenses as further defined in Section 3 of this Agreement (the "Services"), as part of the City's automated traffic law enforcement program; and

WHEREAS, Gatso agrees to provide the Services, including the hardware and software to implement a red-light photo-enforcement program ("System"), pursuant to the terms of this Agreement; and

WHEREAS, it is a mutual objective of both Gatso and the City to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. **AGREEMENT TERM; TERMINATION**

1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement shall automatically renew each year for subsequent one (1) year terms or such longer term as may be negotiated by the parties based on performance (each a "Renewal Term" and, collectively with the Initial Term, the "Term") subject to renewal pricing that will be provided by Gatso to the City no less than sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term.

1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Gatso and the City.

1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable state or federal law is amended to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by Gatso; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The terminating party must provide thirty (30) days advance notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Gatso may suspend the System and all associated Services immediately upon the effective date of such amendment or ruling, as applicable.

1.4. Termination By City For Convenience. The City may terminate this Agreement at any time for its convenience by giving written notice to GATSO not less than 60 days prior to the termination date. If the City terminates this Agreement for convenience at any time within the first three years after the Effective Date (the "Three-Year Period"), then the City must pay GATSO a fee for that termination in the amount of $700.00 per constructed fixed location camera (the "Termination Fee") for each month that remains in the Three-Year Period as of the termination date. Termination Fee must be paid within 30 days after the termination date. There is no Termination Fee if the City terminates after the end of the Three-Year Period, including the remainder of the Initial Term and any Extended Term. For a non-constructed fixed location camera installed on existing infrastructure, the Termination Fee shall be fixed at $2,000.00 regardless of time from the Effective Date. This section will survive the termination or expiration of this Agreement.

1.5. Cessation of Activities Except Pending Violations. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the image capture activities provided by Gatso under this Agreement shall cease immediately. Gatso will continue to provide the Services described in Sections 3.10 through 3.16 for violations that are detected prior to the Effective Date of Termination until final disposition of all such violations.

1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Gatso shall promptly remove all cameras provided as part of its Services, which removal shall be completed no later than thirty (30) days after the Effective Date of Termination. In the event Gatso has installed any other hardware or equipment as contemplated by Section 3.2, Gatso shall remove such hardware and equipment as directed by the City and restore the intersections to substantially the same condition as existed prior to this Agreement and repair any damage resulting from the installation or removal of Gatso hardware or equipment. Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow. This section will survive the termination or expiration of this Agreement.

1.7. Warning Period. As used in this Agreement, the term "Warning Period" refers to a period of the first thirty (30) days following the day upon which the first camera is installed and functional pursuant to this Agreement. During the Warning Period, no citation other than warning notices will be issued to motorists by Gatso. For any intersection approach that was enforced by the City prior to the Effective Date and for which the City determines that a Warning Period is not required, then references herein to the end or expiration of the Warning Period for such intersection approach shall be the date when Gatso first operated a camera at such location.

2. **COMPENSATION**

2.1. Amount. The City shall pay to Gatso the following fees for the System and related Services subject to the Adjustment to Fees set forth in Section 2.2.3 below:

2.1.1. A "Monthly Fee" of $3,900.00 per camera per month, after successful completion of the demonstration described in Section 3.13, and commencing on the first day after the Warning Period ends.

2.1.2. A "Camera Relocation credit" of $500.00 for any T-Series camera relocated by City in accordance with Section 3.3.

2.1.3. An "Expert Witness Fee" of an amount to be mutually agreed upon by the parties for each court proceeding after two (2) per annual term year for which Gatso provides Expert witnesses upon City request as set forth in Section 3.13.

2.2. Fee Payment.

2.2.1. Gatso shall provide an itemized, monthly invoice to the City within ten (10) days of the first business day of the month. Gatso will provide the first invoice hereunder to the City in the month immediately following the expiration of the Warning Period.

2.2.2. For each invoice issued by Gatso pursuant to this Agreement, payment shall be due within thirty (30) days from the date of invoice. Except where an invoiced balance remains unpaid due to a monthly revenue shortfall, the City shall pay Gatso an additional 1.5% monthly late fee for invoiced balances unpaid over sixty (60) days from date of original invoice.

2.2.3. Adjustment to Fees. The total Monthly Fee paid by the City to Gatso pursuant to Section 2.1.1, shall not exceed the total monthly revenue received by the City from operation of the System for that month, less a monthly fee of $500.00 per camera up to a maximum of $5,000.00 City Operating Cost adjustment, and any amounts owed to other entities as required by law (hereinafter the "Adjusted Monthly Revenue"). The amount by which the Monthly Fee exceeds the Adjusted Monthly Revenue for any calendar month shall be carried over into the following monthly invoice, and shall be paid by City as subsequent Adjusted Monthly Revenues exceed subsequent total monthly fees.

2.2.4. Monthly Revenue Shortfall. If total Monthly Revenues are not sufficient to offset the amounts carried over within three (3) months, Gatso may, in its discretion, elect to move any underperforming cameras to new enforcement locations. Thereafter, if Monthly Revenues from such relocated cameras continue to be insufficient to offset the amounts carried over from the previous location within another consecutive three (3) month period, Gatso shall waive such amounts due provided that the City enters into a written mutual release of claims reasonably acceptable to both parties. Such amounts shall be deemed full consideration for any such release. Finally, if Gatso waives amounts due in accordance with this Section two (2) consecutive times (two (2) consecutive quarters), then Gatso may elect to remove one or more underperforming cameras from the System.

2.2.5. Cost Neutrality. If, as of sixty days (60) after effective Date of Termination (other than due to termination for cause by Gatso pursuant to Section 1.3(a)) or the date of any expiration of this Agreement, there remains an unpaid balance of total monthly fees due to insufficient Adjusted Monthly Revenue, Gatso shall waive such amounts due.

2.2.6. Fees are Sole Compensation. The fees required pursuant to this Section 2 shall be Gatso's sole compensation for the Service described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Gatso. This provision will survive the termination or expiration of this Agreement.

3. SCOPE OF WORK

3.1. Gatso Project Manager. Gatso will designate one Gatso employee as the City's principal contact at Gatso ("Gatso Project Manager").

3.2. Installation of Cameras. Gatso shall install, operate, and maintain cameras at arterial intersections and school speed zone locations identified by the City based on community safety and traffic needs. The cameras will be installed by Gatso on City owned or controlled poles at the selected intersection approaches or enforcement locations. The City will provide Gatso with access to such poles and electricity for operation of the cameras on such poles at no charge to Gatso. In the event that there is no feasible pole located at an identified intersection approach, the parties will negotiate in good faith as to whether Gatso will install a pole at such location subject to the provisions of Exhibit A.

3.3. Initial Locations; Relocation; Training. Cameras will initially be installed at the locations identified by the City and agreed to in writing by Gatso. Each camera will remain installed in a single location for a minimum of three (3) months following the expiration of any applicable Warning Period. Notwithstanding the foregoing, School zone cameras may be relocated, and reconfigured for use by the City in alternate locations to include traffic monitoring, red light violations or speed violations outside of school seasons. Upon ten (10) days prior written notice from the City, Gatso will reconfigure, as necessary, and move a school zone or other camera to a new location identified by the City in the manner described in Section 3.2. The City may elect to have Gatso train one (1) or more of the City's technical staff members in how to move an installed camera to a new intersection approach, including how to attach and align the camera, as well as how to coordinate with Gatso personnel for necessary technical adjustments for a new camera location. Once City designees have completed such training, upon seven (7) days prior written notice from the City to Gatso, such designees may relocate a camera on a mutually agreed date and time in accordance with such training to an intersection approach with a viable camera pole. The City shall be responsible for any damage to a Gatso camera incurred during, or as a result of, any relocation by the City. Any camera relocated by the City, in accordance with this Section 3.3, will incur a Camera Relocation Credit as set forth in Section 2.1.2.

3.4. Signage. Gatso will provide and install Manual on Uniform Traffic Control Devices (MUTCD) compliant standard signage for each approach road to an enforced intersection or location at no cost to the City. Gatso shall also provide non-standard signage specified by the City (such as signs that include welcome messages, logos, or other features), but the City shall bear all extra costs attributable to any such non-standard features. Those extra costs shall be included in the first invoice issued by Gatso to the City under this Agreement. All signage must be approved by the City prior to installation by Gatso.

3.5. 24-Hour Operation. Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs as set forth in Section 3.6, and Force Majeure as set forth in Section 5.4.

3.6. System Maintenance; Repairs; Logs. Gatso shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligent operation of a City owned or controlled vehicle or other negligent act by the City. Gatso shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of camera settings and operation, communications, and other System components. Gatso will use commercially reasonable efforts to notify the City and initiate repairs to the System within forty-eight (48) hours after identification of any damage or a defect.

3.7. System Upgrades. In the event Gatso makes upgrades to the software or related performance capabilities of the System generally available to its customers, Gatso will provide such upgrades without charge to the City.

3.8. City Personnel Training. Gatso will provide System training related to the processing of violations, including training documentation, to City personnel designated by the City.

3.9. Images and Data; Violation Package. Gatso will upload encrypted violation images and embedded violation data to a Gatso server in a timely manner. Gatso shall correlate images and data with DOL records, and shall assemble the images and data into an electronic violation package (a "Violation Package") in such a manner so as to allow the City to carry out those responsibilities set forth in Section 4.3 of this Agreement.

3.10. Processing Of Violation Package. Gatso shall process Violation Packages through a system that shall be accessible by the City's Police Department, or assigned business unit through the internet to review, and approve or reject, each violation before a notice of violation is issued related to that violation. Gatso shall notify the City of the list of supported web browsers for accessing this system. Gatso will use commercially reasonable efforts to process violation images and send a Violation Package to the City's Police Department for review within five (5) business days after the violation has occurred. Gatso shall provide reasonable aid and assistance in the preparation of documentation for the City's prosecution of citations issued hereunder as may be required by a Court or quasi-judicial panel of competent jurisdiction.

3.11. Notices of Violation. After the City's timely review and direction to electronically transmit a City approved violation on its behalf as set forth in Section 4.3, Gatso shall issue and mail the notice of violation to the violator, and electronically file to the King County District Court in accordance with with the current applicable Business Rules on file with the City. The notice of violation with images and data related to the notice of violation shall be electronically submitted to King County District Court within forty-eight (48) hours, in such form as required and approved by State of Washington Administrative Offices of the Court (AOC) and by the King County District Court (which requirements may change during the Term).

3.12. Hosting of Images; Call Center. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice of violation. Additionally, Gatso will maintain a toll-free telephone number for registered owners to discuss notices of violation, with hours of 8:00 a.m. to 5:00 p.m. (Pacific) Monday through Friday, not including state and federal holidays.

3.13. Hearings. Gatso shall provide fact witnesses for up to two (2) court proceedings during each year of the Initial Term and during each Renewal Term at no cost to the City as requested by the City in writing at least fourteen (14) calendar days in advance of the court proceeding. If the City requires additional fact witness testimony during any such annual period, the City will pay Gatso $500.00 per witness requested to testify plus actual expenses (including refundable travel expenses) and incidentals verified and approved by the City prior to travel. Reimbursement of actual meal expenses will be based on Washington State IRS posted reimbursement rates. The City may cancel any scheduled witness within 48 hours of the scheduled time of travel at no cost to the City.

3.14. Demonstration; Approvals. Prior to installation of any cameras or other equipment Gatso shall demonstrate to the City that Gatso has met all the electronic transmitting requirements of the King County District Court for processing of the Violation Packages.

3.14.1. A successful demonstration shall include (a) at least three (3) documented, successful electronic transmittals of Violation Packages during separate times and days coordinated through King County Courts; (b) receipt by City of a statement from King County District Court approving the process and confirming test criteria completion.

3.14.2. The City shall review and approve the notice of violation form, and violation package form prior to the System entering the Warning Period, as contemplated by Section 1.7.

3.15. Storage Of Violation Packages. Gatso will store all captured violation data and images pursuant to the policy established by the City and communicated to Gatso prior to the Effective Date, for a period of three (3) years following the violation date. The City shall have reasonable access to the Violation Packages during the storage period.

3.16. NLETS Requirements. All authorized Gatso or subcontractor personnel reviewing the vehicle registration information obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of the City shall comply with all applicable State of Washington and NLETS requirements.

3.16.1. Gatso will use commercially reasonable efforts to coordinate and integrate with any and all current and future connections to ALPR Servers or other license query programs designated by the City at no additional charge to the City.

3.17. Reports. Gatso shall provide monthly reports to the City comprised of statistics relating to the functioning of the System, including but not limited to the number of captured violations, the number of violations sent for Police Department approval, the number of notices of violation issued, the number of notices of violation paid, the number of contested notices of violation, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the City. Reports shall be supplied upon request in electronic and or hard-copy including but not limited to maintenance, repair, calibration, updates (software or hardware), camera intersection logs if applicable, and related operational reports for review by the city or as part of ongoing hearings or proceedings which may be required within a reasonable period. Typically within 14 days of request.

3.18. The City shall be responsible for the submission of any reports mandated by the State of Washington with regard to the operation of the System. Gatso will provide reasonable assistance at the City's request.

3.19. Public Awareness. Gatso shall assist and support the City's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Gatso shall provide the City with a pamphlet that the City may reproduce and distribute to City residents; such pamphlet shall include a description of the operation of the System in non-technical terms.

3.20. Insurance. Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.20. In the event the WSDOT or the Intergovernmental Risk Management Agency require additional coverages or coverage amounts, the City shall notify Gatso of such requirements and Gatso shall update the insurance coverages maintained pursuant to this Section 3.20 within thirty (30) days of such notice.

3.20.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	$500,000.00 ea. accident-injury

$500,000.00 ea. employee-disease
$500,000.00 disease-policy

This insurance shall provide that coverage applies to the State of Washington.

3.20.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than $1,000,000.00 Bodily Injury and Property Damage Combined Single Limit.

3.20.3. Comprehensive General Liability with limits not less than $1,000,000.00 Bodily Injury and Property Damage Combined Single Limit.

3.20.4. Umbrella Liability with limits not less than $2,000,000.00 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.20.1 through 3.20.3 above.

3.20.5. Gatso shall list the City as an additional insured under all of the policies described in this Section 3.20 and shall file with the City certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.20 prior to commencing work on the System.

4. CITY RESPONSIBILITIES

4.1. City Project Manager. The City will designate one City employee as Gatso's principal contact at the City ("City Project Manager").

4.2. Cooperation. The City will cooperate with Gatso during all aspects of the planning, installation, implementation, and operation of the System and perform any other City obligations set forth in this Agreement. For each installation performed by Gatso pursuant to Section 3.2 and 3.3, the City will provide to Gatso or its subcontractors assistance as reasonably requested by Gatso. The City will not access, move or otherwise tamper with an installed camera except as specifically set forth in Section 3.3.

4.3. Review Of Violations. The City will provide sworn City police officers, community service officers or any other city employee designated by the City to carefully review each Violation Package to determine whether: (a) the violation is approved and notices of violation can be generated or (b) the violation is rejected. If the violation is rejected, the Police Department will report to Gatso the basis for the rejection. The City is solely responsible for determining which violations identified by Gatso are issued as citations and enforcing such citations and shall inform Gatso of its determination within seven (7) days of receiving the respective Violation Package.

4.4. Hearings. The City shall be solely and exclusively responsible for all aspects of the hearing process as set forth in Auburn City Code Sec. 10.42.030, as it may from time to time be amended. Gatso shall be required to provide assistance to the City relative to the hearing process by providing a speed measuring device certificate that complies with Washington State Infraction Rules for Courts of Limited Jurisdiction (IRLJ) § 6.6(b) and by providing expert witnesses as set forth in Section 3.13. The terms and conditions of this Agreement shall apply to any such assistance by Gatso.

4.5. Collections; Reporting. The City will cause the King County District Court to collect infraction fees as contemplated by this Agreement. The City shall diligently pursue collections of overdue and unpaid infraction fees. In the event a violator fails to pay or contest a notice of violation within sixty (60) days of receipt, the City shall refer such matters to King County District Court for failure to pay in a timely manner. Within 3 business days of receipt of any infraction fee payment the City will cause such payment to be entered in to the System as directed by Gatso. Within five (5) days of the end of each calendar month, the King County District Court will provide to Gatso an accounting of any funds associated with collection efforts by the King County District Court. All such amounts shall be included in the Adjusted Monthly Revenue calculation, as set forth in Section 2.2.3.

4.6. Access to Information Services. To the extent required by NLETS, the City will provide written authorization (in a form reasonably acceptable to the City) for Gatso to perform WSDOL inquiries on behalf of the City.

5. GENERAL PROVISIONS

5.1. Indemnification Obligations.

5.1.1. The City shall indemnify, defend, and hold harmless Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the "Gatso Indemnitees") from and against any and all third party claims arising out of or related to:

a. any material breach of the representations and warranties of the City set forth in Section 5.3.2;

b. negligence or misconduct of the City or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Gatso Indemnitee;

c. the validity of the results of the City's use of the System or any portion thereof; or the validity of any notice of violation or traffic citation issued, prosecuted, and collected as a result of the City's use of the System except to the extent caused by Gatso's failure to comply with the terms of the Agreement.

5.1.2. Gatso shall indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "City Indemnitees") from and against any and all third party claims arising out of or related to:

a. any material breach of the representations and warranties of the Gatso set forth in Section 5.3.1;

b. negligence or misconduct of Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any City Indemnitee; or

c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Gatso will either: (i) enable the City to continue to use the System, (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Gatso determines that none of these alternatives is reasonably available, Gatso shall have the right to terminate this Agreement effective immediately.

5.1.3. In the event any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.1 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense. This provision will survive the termination or expiration of this Agreement.

5.2. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.1: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CITY TO GATSO PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. This provision will survive the termination or expiration of this Agreement.

5.3. Representations and Warranties.

5.3.1. Gatso represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement;

b. the Systems are provided and will continue to perform in accordance with this Agreement;

c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;

d. it will perform the Services described herein in compliance with all applicable federal, State of Washington, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

e. it is not barred by law from contracting with City or with any other unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the State of Washington Department of Revenue unless Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax;

f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Gatso will be liable to the City for all loss or damage that the City may suffer thereby, and this Agreement will be null and void, at the City's option; and

g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Gatso further represents and warrants to the City that Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.3.2. The City represents and warrants that at all times during the Term:

a. it has the legal power to enter into and perform its obligations under the Agreement and that it has complied with any and all applicable federal, State of Washington, and local procurement requirements in connection therewith; and

b. it will utilize the System in compliance with all applicable federal, State of Washington, and local laws and in accordance with this Agreement.

5.3.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.3:

a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PEFORMANCE.

b. GATSO MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET CITY'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.

5.4. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

5.5. Relationship between Gatso and City. Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or implied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

5.6. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Gatso may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.7. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement. Nothing in this Section 5.7 shall prohibit either party from seeking equitable relief in any court of competent jurisdiction during the Term.

5.7.1. When a conflict arises between the City and Gatso, the project team members will first strive to work out the problem internally.

5.7.2. If the project team cannot resolve the conflict within five (5) business days, the City Project Manager identified pursuant to Section 4.1 and the Gatso Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.

5.7.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Gatso will meet with the City Mayor within five (5) days to resolve the issue.

5.7.4. If the conflict remains unresolved as described in Section 5.7.3, the parties may mutually agreement to terminate the Agreement pursuant to Section 1.2 or seek other legal relief as set forth in Section 5.8.

5.7.5. During any conflict resolution, Gatso agrees to provide those Services relating to items not in dispute, to the extent practicable pending resolution of the conflict and the City agrees to pay undisputed invoices as set forth herein.

5.8. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the State of Washington, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in Washington, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.9. Entire Agreement; Amendment. This Agreement and any Exhibits constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

5.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

5.11. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.12. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

Signature Page Follows

IN WITNESS WHEREOF, Gatso and the City of Auburn, WA have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:
Gatso USA, Inc.

By____________________________________
Authorized signature

Name (type or print):

Date:

Attested to:

By____________________________________
Authorized signature

Name (type or print):

Date:

Agreed to:
City of Auburn, Washington

By____________________________________
Authorized signature

Name (type or print):

Date:

Attested to:

By____________________________________
Authorized signature

Name (type or print):

Date:

Approved as to Form:

By____________________________________
City Attorney

EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that Gatso is required to install one (1) or more camera poles pursuant to Section 3.2, the following additional terms and conditions shall apply:

A. Obtaining Permits. Gatso shall prepare all permit applications, design drawings or other related documents as may be reasonably required by the City or any other governmental entities for the installation and operation of the camera poles. The City will provide to Gatso, at no cost, all City permits necessary for the operation of the System and provision of the Services provided Gatso meets the minimum requirements for such permits. Gatso will use commercially reasonable efforts to obtain any other necessary permits for the camera poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The City will reasonably assist Gatso in securing necessary permits from other governmental agencies, as required.

B. Installation. Gatso will commence installation of the camera poles within ten (10) business days after any and all necessary State of Washington, County, and City permit applications have been approved and such permits have been received. Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any City owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the City. Gatso may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System. Gatso will use commercially reasonable efforts to complete installation of the System in a timely manner..

C. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Gatso shall restore the City's property as directed by the City to substantially the same condition as such property was in immediately prior to this Agreement. Notwithstanding the foregoing, Gatso will not remove any camera pole foundations unless mutually agreed by Gatso and the City. Installed underground conduit and other equipment shall not be required to be removed. Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5110

Date:
November 12, 2014

Department:
Police

Attachments:
Res 5110
Implementation ILA Nov 4
2014 Draft PSERN Agency Creation
Exhibit 1 Contracting Plan
Exhibit 2 Sites for ILA
Exhibit 3 Frequencies for ILA
Exhibit 5 List of User Agencies
Frequency Spectrum Licensing Approach

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

The City of Auburn, along with King County and other cities that operate emergency radio systems (ValleyCom, King County, Seattle and Eastside cities) have been contending for some time with the fact that the equipment we are currently using is out of date and is in need of replacement. This is not a situation unique to Auburn or King County, and in fact all jurisdictions who utilize the same type of equipment are having to face the same issue because the emergency radio equipment that is currently used is no longer being made and will soon no longer be supported by its manufacturers. It is therefore appropriate for King County and the King County cities to plan for a replacement emergency radio system. King County is getting ready to put a bond measure on the ballot before the voters of King County to establish a new emergency radio system and has been working in cooperation with other cities in the County to develop agreements that would provide for creation of the new emergency radio system and for operation of the system thereafter. The agreements have been negotiated to a significant degree, though some minor adjustments to the agreements may still need to be made to the agreements and to the attachments to those agreements.

The proposed resolution authorizes the Mayor to negotiate (finish negotiating) the terms of these agreements and to execute them on behalf of the city of Auburn. All of the cities who are parties to the agreements, as well as King County, will need to execute these agreements, and the voters of King County will need to approve the bond measure to provide for this new emergency radio system. Approval by the city of

Auburn, as well as the other party jurisdictions, is the prerequisite that allows the bond measure to move forward. The agreements have been negotiated, so far, so as to give each of the parties cities sufficiency a in the creation and operation of the new radio system, yet recognizing the specific responsibility King County has in moving forward with the bond measure upon which the new system is dependent.

Reviewed by Council Committees:

Councilmember:	Peloza	**Staff:**	Heid
Meeting Date:	November 17, 2014	**Item Number:**	RES.B

RESOLUTION NO. 5110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF AUBURN AND KING COUNTY AND THE CITIES OF BELLEVUE, FEDERAL WAY, ISSAQUAH, KENT, KIRKLAND, MERCER ISLAND, REDMOND, RENTON, SEATTLE AND TUKWILA FOR ESTABLISHMENT, IMPLEMENTATION AND OPERATION OF THE PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM (PSERN)

WHEREAS, King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs; and

WHEREAS, the Parties determined that it is in the public interest for a new public safety radio system to be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications in the future; and

WHEREAS, King County and the cities have been working together to provide for such a new system to be referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System"; and

WHEREAS, in furtherance of such efforts, the county and the cities have developed Interlocal Agreements for the formation of a new non-profit entity to operate the new system and to establish the terms under which the Parties and the new entity will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to negotiate and execute Interlocal Agreements between the City of Auburn and King County and the cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, to establish a Puget Sound Emergency Radio Network entity and the operation thereof, which agreements shall be in substantial conformity with the agreements attached hereto as Exhibits "A" and "B" incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of ________________, 2014.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

EXHIBIT "A"

PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

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PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County ("County") and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, each a political subdivision of the State of Washington (individually, a "Party," and collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, are responsible for the ownership, operations and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and repairs.

B. The Parties have determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications at a cost-effective price. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The Parties seek to finance the costs of implementing the PSERN System by a funding measure to be placed on the ballot by the King County Council for consideration by the qualified electorate in King County.

D. The Parties desire that the County act as the lead agency for planning, procurement, financing and implementation of the PSERN System and that a new non-profit entity will be formed to assume the ownership and control of the PSERN System following Full System Acceptance.

E. The purpose of this Agreement is to establish the terms under which the Parties will undertake the planning, financing, procurement, site acquisition and development, equipment installation, and other activities necessary to implement the PSERN System.

F. Concurrent with this Agreement, the Parties have entered into a second interlocal cooperation agreement, referred to herein as the "PSERN Operations ILA," to establish the terms under which the Parties will create a new entity, referred to herein as the "PSERN Operator", to be responsible for the ownership, operations, maintenance, and on-going upgrading/replacing of the PSERN System during its anticipated useful life.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms and conditions.

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).

1.1.2 References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices are to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

1.1.5 The words "shall" or "will" shall be deemed to require mandatory action.

1.1.6 Words such as "herein," "hereof" and "hereunder" are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as "person" or "party" shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to "days" shall mean calendar days unless expressly stated to be "Business Days." If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

1.1.10 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.11 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Agreement means this Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.

1.2.2 Alternate means a person appointed to serve in the absence of a Joint Board Representative.

1.2.3 Appointing Party(ies) means the City of Seattle, the EPSCA Cities, the ValleyCom Cities and King County.

1.2.4 Confidential Information means any information in written, graphic, verbal or machine-recognizable form that: (a) is related to PSERN; (b) is provided to a Party by another Party, the PSERN Contractor or another person or entity; and (c) is marked or identified as “confidential”, “proprietary,” “trade secret” or similar designation.

1.2.5 Cost Allocation Model means the method used for determining the user rates applicable to Dispatch Centers and User Agencies for fees they will pay to either the County or the PSERN Operator during the Operations Period.

1.2.6 County means King County, Washington.

1.2.7 Dispatch Center means a facility or an entity that uses PSERN to dispatch users of Subscriber Radios.

1.2.8 EPSCA means the Eastside Public Safety Communications Agency.

1.2.9 EPSCA Cities means the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, Washington.

1.2.10 Full System Acceptance (FSA) means the determination issued to the PSERN Contractor upon satisfactorily completing the final system development phase milestone.

1.2.11 Implementation Period means that period of time from the effective date of this Agreement through and until the beginning of the first full month after issuance of FSA.

1.2.12 Joint Board means the board formed by the Parties under this Agreement.

1.2.13 KCERCS means the existing King County Emergency Radio Communication System.

1.2.14 NAC means a notice of apparent completion issued under the contract with the PSERN Contractor.

1.2.15 Operations Budget means the budget funded by fees from Dispatch Centers and User Agencies to pay for the costs of operating, maintaining and upgrading PSERN after FSA.

1.2.16 Operations Period means the period that commences with the first full month after FSA.

1.2.17 Party means a signatory to this Agreement and excludes a signatory that withdraws from this Agreement.

1.2.18 Project (or PSERN Project) means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN System until FSA, starting-up a new PSERN Operator, transferring the PSERN System to same and any decommissioning, contract close-out and other project completion activities.

1.2.19 Project Budget means the budget approved by the Joint Board to spend the funds the County Council has appropriated to carry out PSERN Project activities. 1.2.20 Project Fund means the funds held by the County to fund the Project Budget including proceeds from the County-wide levy and proceeds from any bond or debt instruments.

1.2.20 Project Director means the County employee assigned to lead Project activities.

1.2.21 PSERN means the Puget Sound Emergency Radio Network.

1.2.22 PSERN Contractor means the prime contractor under County Contract #________ (or the County Contract) that is responsible, among other things, for supplying the PSERN System's equipment and software.

1.2.23 PSERN Operations Period ILA (or Operations Period ILA) means the interlocal cooperation agreement entered into by the Parties concurrent with this Agreement to establish the terms under which the Parties will create a new PSERN Operator to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

1.2.24 PSERN Operator means the new entity formed pursuant to the PSERN Operations Period ILA.

1.2.25 PSERN Project (see "Project").

1.2.26 Representative means a person appointed by an Appointing Party(ies) to serve on the Joint Board.

1.2.27 Subscriber Radio means an end user radio and includes a mobile (vehicular) and portable (handheld) radio which has been authorized and programmed to operate on the System.

1.2.28 System means all the elements constituting the PSERN System, excluding Subscriber Radios unless the context indicates inclusion.

1.2.29 User Agency means an entity that uses the PSERN System for its employees' radio communications.

1.2.30 User Agency Agreement means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the System.

1.2.31 ValleyCom means the Valley Communications Center.

1.2.32 ValleyCom Cities means the Cities of Auburn, Federal Way, Kent, Renton, and Tukwila, Washington.

2.0 DURATION OF AGREEMENT

2.1 This Agreement shall take effect on the date when last signed by an authorized representative of each Party.

2.2 Unless extended by written amendment as provided in Section 15.10 or terminated earlier as provided in Section 13, this Agreement shall expire upon the issuance of FSA and the County's written notice to the other Parties that all Project activities have been completed.

2.3 Notwithstanding Section 2.1 and 2.2 above, if the Project is not funded by a voter approved measure prior to January 1, 2018, this Agreement shall terminate on January 1, 2018 unless extended by agreement of the Parties.

3.0 THE PARTIES' RESPONSIBILITIES

3.1 Appointing Representatives to Joint Board

The Parties, or groups of Parties, shall appoint Representatives to the Joint Board as provided under Section 4.

3.2 Use of Land and Improvements

To the extent provided in Section 5.3, each Party agrees to make land and improvements available for PSERN System use.

3.3 Use of Licensed Spectrum

To the extent provided in Section 5.4, each Party agrees to make licensed spectrum under its direct or indirect control available for PSERN System use.

3.4 Cooperation on PSERN System Activities

Each Party understands and agrees that it is essential to public safety, within its jurisdiction and throughout King County, that the PSERN System be implemented without delay. In support of that objective, each Party agrees to cooperate in good faith with each other in all activities related to the PSERN System's implementation, operation and maintenance, which cooperation shall include: promptly responding to requests for information among the Parties; exercising best efforts to expedite the processing and execution of any requested reviews, inspections, approvals, permits, leases and agreements; and timely performing any construction, installation, testing and maintenance activities related to the PSERN System.

3.5 Other Responsibilities

The Parties shall be responsible for such other activities and obligations as are specified herein or arise from a Joint Board action.

4.0 JOINT BOARD

4.1 Creation of Joint Board

By executing this Agreement, the Parties hereby create a Joint Board pursuant to RCW 39.34.030(4). The Joint Board is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Joint Board shall oversee the activities of the Parties in connection with the PSERN System as provided in this Agreement. The Joint Board shall act on behalf of all Parties and as may be in the best interests of the PSERN Project. The Joint Board is not authorized to enter into contracts, own assets, or hire employees.

4.2 Joint Board Representatives

4.2.1 The Joint Board shall consist of four (4) voting Representatives appointed as follows by the Parties, or groups of Parties:

a. City of Seattle: one (1) Representative and one (1) Alternate.

b. Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond collectively: one (1) Representative and one (1) Alternate.

c. Cities of Auburn, Federal Way, Kent, Renton and Tukwila collectively: one (1) Representative and one (1) Alternate.

d. King County: one (1) Representative and one (1) Alternate.

4.2.2 The non-voting Chair of the Joint Board shall be the Deputy County Executive or his/her designee. The Chair or designee shall conduct the Joint Board's meetings and supervise the administrative activities related to meetings including scheduling, preparing the agendas, providing reports and other information materials to the Representatives and creating records of Joint Board actions.

4.2.3 The Joint Board may also appoint a chief of a police agency and a chief of a fire agency to serve as non-voting participants on the Joint Board, provided they are from agencies within King County.

4.2.4 The County Executive, the Mayor of the City of Seattle, the Mayors of the EPSCA Cities, and the Mayors of the ValleyCom Cities shall each provide to the Joint Board's Chair a written notice identifying the names of a primary Representative and an alternative Representative (Alternate) who are authorized to speak, vote and otherwise act on behalf of their respective Appointing Party or group of Parties. Such notices shall include the name(s), contact information and effective date(s) of the appointments.

4.2.5 An Alternate may only speak and vote on behalf of his/her Appointing Party(ies) if: (a) the Chair has received written notice of the Alternate's appointment; and (b) the primary Representative is absent from the meeting. References in this Agreement to a "Representative" shall include an Alternate who has been appointed in accordance with this Agreement and is acting in the absence of the primary Representative.

4.2.6 The Appointing Party or group of Parties shall promptly replace any vacancy in its positions of Representative and Alternate and may, at any time, replace its Representative or Alternate by giving the Chair of the Joint Board written notice of the change including: the name(s), contact information and effective date(s) of the replacement(s).

4.2.7 Each Representative and each Alternate shall be an employee of his/her Appointing Party(ies), ValleyCom or EPSCA. No Representative or Alternate shall be deemed to be an employee of, or entitled to compensation from, any Party other than his/her Appointing Party.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Joint Board shall be all four (4) voting Representatives and the Chair or his/her designee.

4.3.2 The Joint Board shall establish procedures for its operations and meetings, including the establishing of a regular monthly meeting schedule and location and providing for the scheduling of special and emergency meetings. To the extent allowed by Washington law, the Joint Board may establish procedures for conducting meetings by telephonic or other electronic means provided that all Representatives and members of the public are able to hear each other during the meeting. If such procedures are established by the Joint Board, any Representative participating in a meeting by such means is deemed to be present at the meeting for all purposes including establishing a quorum.

4.3.3 The Joint Board shall take action by the unanimous vote of all four (4) voting Representatives.

4.3.4 Representatives must be present at a meeting to vote and may not vote by proxy.

4.3.5 The voting Representatives may select an acting Chair to serve in the absence of the Chair or his/her designee.

4.3.6 The Joint Board shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).

4.4 Joint Board Actions

4.4.1 The Joint Board shall oversee the implementation, operation and maintenance of the PSERN System to the extent provided in this Agreement. In furtherance of that oversight, the Joint Board is specifically authorized to take the following actions:

a. Amend this Agreement including any exhibits;

b. Establish committees and advisory groups, including an advisory operations board of emergency radio users, to perform activities related to the PSERN Project or to provide reports or recommendations to the Joint Board related to the PSERN Project;

c. Adopt and amend policies, business rules, procedures, standards and guidelines related to the PSERN System including System access and use, security, and System and Subscriber Radio maintenance, upgrading and security;

d. Approve the Project Budget subject to County Council appropriation;

e. Approve contracts related to the Implementation Period;

f. Approve those leases related to the PSERN System for which the monthly rent exceeds the per site monthly rent authorized in the Project Budget;

g. Approve changes to PSERN System-related contracts if the cost of the change exceeds the authority granted to the Project Director under the Contracting Plan attached hereto and made a part hereof as Exhibit 1;

h. Approve the PSERN System design and any changes to same affecting System performance;

i. Approve the issuance by the County to the PSERN Contractor of Notice of Apparent Completion (NAC) of the following milestones:

(i)	Milestone 3H:	System Optimization and RF Coverage Testing
(ii)	Milestone 3J	Operational and Functional System Test
(iii)	Milestone 3K	Pilot Test with 100 Users
(iv)	Milestone 5C	Full System Acceptance

j. Approve a transition plan that defines the tasks, responsibilities and schedule for transitioning from the KCERCS to the PSERN System including moving Dispatch Centers and User Agencies onto the PSERN System;

k. Approve the County's entering into agreements with User Agencies and Dispatch Centers establishing the terms and conditions for access to and use of the PSERN System;

l. Approve such other actions as are specified under this Agreement as being made by the Joint Board;

m. Delegate the Joint Board's authority under this Agreement subject to such limitations and conditions as the Joint Board may establish; and

n. Approve a Party's request to withdraw from this Agreement and the terms and conditions of such approval in accordance with Section 13.

4.4.2 The PSERN System-related contracts will require prompt review of deliverables and notices of milestone completion. The Joint Board shall hold special meetings as needed and take action in a timely manner so as to avoid delay and other claims by PSERN System-related contractors.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Joint Board action is moved at a Joint Board meeting but fails for lack of a unanimous vote by all four (4) Representatives, a voting Representative may submit written notice of an impasse to the other Representatives and the Joint Board Chair. The notice shall ~~be submitted within seven (7) days of the Board's last vote on the~~

~~matter and shall~~ include a statement of the action being sought and the history of any Joint Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Chair or his/her designee shall designate a mediator to assist the Joint Board in resolving the impasse. The mediator shall be experienced in resolving disputes in public sector capital projects and may not be an employee of any of the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN Project that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Representatives to cooperate with the mediator in good faith including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Representatives. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, each Party shall pay an equal percentage share of the cost of the mediator's fees and expenses, if any. The County shall pay the mediator and invoice each Party for its share. Each party shall pay the County within thirty (30) days after receiving the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Joint Board to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected official designated by the ValleyCom Cities. The Joint Board and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Joint Board vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

4.6 Emergency Procedures

Consistent with applicable Washington State law, the Joint Board may adopt procedures for providing direction and decision-making in the event of emergencies that have or may have direct, significant and material negative effects on the implementation, operation and maintenance of the PSERN System when consideration of such emergencies by the Joint Board could not occur in a timely manner, all as determined by the Chair of the Joint Board. The procedures shall set forth how an emergency is declared and who declares it. Such procedures may allow expedited procurement and contracting procedures by the Project Director to address the emergency, as may be permitted by Washington State law. Each decision made pursuant to such procedures shall be communicated to the Parties as soon as reasonably possible and shall be subject to ratification by the Joint Board in a regular or special meeting within two (2) weeks after the finding of an emergency by the Chair of the Joint Board.

4.7 Record of Action

Actions by the Joint Board shall be memorialized in writing and signed by the Chair or acting chair of the Joint Board. A copy of each action shall be distributed to each Joint Board Representative and Alternate within ten (10) Business Days of the action.

4.8 Joint Board Administrative Support

The County shall provide administrative support for the Joint Board. The cost of providing such support shall be covered by the PSERN Project Budget during the Implementation Period and by the PSERN Operations Budget during the Operations Period.

5.0 PSERN SYSTEM IMPLEMENTATION

5.1 Project Management

The County will be responsible for performing all Project management activities including:

a. all personnel actions related to the Project Director and other County employees assigned to Project activities;

b. scheduling and management of day-to-day Project activities;

c. developing a Project Budget and obtaining County Council appropriation(s), approving expenditures, and tracking expenditures against the Project Budget including its contingency;

d. developing, tracking, and updating all required Project documentation;

e. developing and performing all financial, accounting and inventory-control processes including establishing a Project Fund to receive levy and bond proceeds, processing invoices and making payments and distributions from the Project Fund, responding to audits, and tracking the receipt and distribution of equipment and other deliverables in accordance with applicable laws, regulations and policies;

f. developing and implementing a transition plan for Joint Board approval;

g. coordinating PSERN Project activities with the Parties and the KCERCS's users; and

h. providing regular reports to the Joint Board on the Project's activities during the Implementation Period.

5.2 Contracting and Equipment Ownership

5.2.1 Subject to Joint Board approval, the County will procure, execute and administer all contracts, licenses and agreements related to the planning, analysis, design, development, installation, construction and testing of the equipment, software, facilities, improvements and other elements of the PSERN System.

5.2.2 The Project Director shall be responsible for contract procurement and contract administration activities in accordance with Exhibit 1 and any emergency contracting procedures approved by the Joint Board.

5.2.3 As the Party entering into the contract(s), the County will become the owner of the delivered PSERN System equipment except as provided in Section 7 for Subscriber

Radios. The County will transfer said ownership to the new PSERN Operator formed under the PSERN Operations ILA in accordance with Section 9.

5.3 PSERN System Sites

5.3.1 Subject to Joint Board approval if required under Section 4.4.1(f), the County will enter into leases and other arrangements to acquire the rights, for itself and its contractors, successors and assigns, to access, install, use, develop, or construct towers, structures, equipment, facilities and other improvements as needed for PSERN System implementation.

5.3.2 The PSERN System sites identified in the List of Party Owned/Controlled Sites, attached hereto and made a part hereof as Exhibit 2, are controlled directly or indirectly by those Parties as indicated therein. If and to the extent a Party's interest permits, each such listed Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use by the PSERN System of the listed site(s) under its control on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or agreement with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.3 If during the PSERN System design process, other potential locations for PSERN System equipment or facilities are identified on any land or any improvement (such as buildings and towers) in which any Party has an ownership or tenancy interest, or otherwise controls, directly or indirectly through EPSCA or ValleyCom, then subject to any legal limitations, such Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use of such land or improvements by the PSERN System. Notwithstanding the forgoing, a Party shall not be required to enter into any lease, assignment, or other agreement that impairs a Party's right and ability to use the equipment or facilities as necessary for KCERCS or the Party's own purposes. The land and improvements shall be offered to the County:

a. with a right of first refusal; and

b. on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or assignment with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.4 Nothing in this Agreement shall require a Party, ValleyCom, or EPSCA to terminate or interfere with an existing lease or use of land or improvements.

5.3.5 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.3 and to the extent permitted by law.

5.4 Frequencies

5.4.1 The Parties agree that they will cooperate with the County in any Federal Communications Commission process or application necessary to make available, or cause to be made available, for use in the PSERN System the licensed frequencies identified in the List of Frequencies attached hereto and made a part hereof as listed in Exhibit 3. As part of the PSERN System design process, the Parties agree to cooperate in the development of PSERN Frequency Plans including agreeing to relicensing frequencies from the sites in which they are currently used to other sites in the PSERN System. Further, the Parties will consent to use of frequencies by the County and the PSERN Contractor under the design standards of the PSERN System.

5.4.2 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.4.

5.4.3 In the event a Party withdraws or otherwise terminates its participation in this Agreement and the PSERN System, it shall surrender all rights and interests it may have or claim to have in any frequencies determined by the Joint Board to be necessary for the PSERN System. The provisions and obligations of this Section 5.4 shall survive any termination of, or a Party's withdrawal from, this Agreement.

5.4.4 As more fully described in the PSERN Operations ILA, the Parties agree to take all steps necessary to ensure that all spectrum used in the PSERN System is transferred to and licensed in the name of the PSERN Operator to which ownership of the PSERN System is transferred after FSA. Said transfer and re-licensing shall be effected within sixty (60) days after ownership of the PSERN System has been transferred to the PSERN Operator.

5.4.5 Any frequencies currently used in KCERCS which are not reused in the PSERN System shall remain in the name of the original licensee under KCERCS and shall not be transferred to the PSERN Operator.

5.4.6 If the PSERN Project is terminated prior to FSA, or if following FSA the PSERN System is abolished in its entirety, the PSERN Operator (or if it has not yet been created, the County) will take all steps necessary to transfer the frequencies surrendered pursuant to this Section 5.4 back to each of the Parties, EPSCA, and ValleyCom, and/or their successors.

5.5 Transition from KCERCS to the PSERN System

5.5.1 The Parties agree to continue to operate and maintain the central switch, sub-systems and other elements of KCERCS to the extent the Parties directly or indirectly control such elements until the issuance of FSA of the PSERN System or such other time as the Joint Board approves. Nothing in this Agreement shall be interpreted to require a Party to undertake any action that would adversely and materially impact a Party's ability to operate KCERCS as necessary for public safety through the Implementation Period.

5.5.2 The Parties shall cooperate with each other in implementing the transition from the KCERCS to the PSERN System including:

a. moving or removing, or causing/permitting such moving or removing, of KCERCS equipment to accommodate the installation of PSERN System equipment;

b. consenting to the use by the County of frequency licenses for use in the PSERN System during the Implementation Period and until the licenses are transferred to the PSERN Operator, by:

(1) executing letters of concurrence allowing the County to be a co-licensee for those frequencies during the Implementation Period; and

(2) unlicensing those frequencies used by PSERN; and

c. timely performance of all applicable tasks and responsibilities specified in the Transition Plan adopted by the Joint Board.

5.5.3 The County will serve as the PSERN System manager and enter into preliminary agreements with Dispatch Centers and User Agencies establishing the terms and conditions for their transition to and use of the PSERN System, as more fully described in Sections 6 and 7.

5.5.4 Through their direct or indirect participation on the KCERCS's Regional Communications Board, the Parties agree to take such actions as are necessary to effect the purposes of this section and any other matter necessary to the transition from the KCERCS to the PSERN System.

5.6 Decommissioning of KCERCS

It is expected that through the PSERN Project, all KCERCS equipment will be decommissioned and removed. However, to the extent KCERCS equipment is not decommissioned and removed due to a decision by the Joint Board or a Party, the Parties shall be responsible for decommissioning the elements of the KCERCS that they own or are owned by entities in which they participate.

6.0 DISPATCH CENTER EQUIPMENT IMPLEMENTATION

6.1 Dispatch Center Equipment

The PSERN Project Budget will fund the purchase of certain PSERN System equipment that will be installed at Dispatch Centers in King County in a like-for-like exchange of existing KCERCS-related equipment in order to enable the Dispatch Centers to access and use the PSERN System. The County shall be the owner of said PSERN System equipment during the Implementation Period and will transfer ownership to the PSERN Operator as provided in Section 9.

6.2 Dispatch Center Agreements

As a condition of using said new equipment and the PSERN System, each Dispatch Center shall be required to enter into a Dispatch Center Agreement with the County or the PSERN Operator. Neither the County nor the PSERN Operator may deny consoles or console service to any Dispatch Center that enters into and complies with the provisions of a Dispatch Center Agreement. The Dispatch Center shall include, among others terms, the following:

a. a grant by the Dispatch Center to the County and its successors and assigns for the space, access rights, power, fiber connections, internet access and other resources necessary for the County and its contractors to deliver, store, install, test, operate and maintain PSERN System equipment;

b. the quantities and types of equipment that will be funded by the PSERN Project Budget and installed at the Dispatch Center;

c. the schedule and locations for installation and testing of said equipment and training users;

d. the provision that the County or PSERN Operator, as appropriate, will provide maintenance, updates, and upgrades to consoles for as long as they shall remain in service and owned by the County or the PSERN Operator;

e. the process for repairing/replacing/upgrading equipment;

f. the obligations for the Dispatch Center to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

g. the Dispatch Center is responsible for theft, damage or other loss after delivery of equipment to the Dispatch Center's facility; and

h. a commitment by the Dispatch Center to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

If a Party or entity is both a Dispatch Center and a User Agency, the above provisions may be addressed in a single Dispatch Center/User Agency Agreement.

7.0 SUBSCRIBER RADIO EQUIPMENT IMPLEMENTATION

7.1 County Purchase of Initial Order of Subscriber Radios

Pursuant to an executed User Agency Agreement as provided in Section 7.4, the County will purchase initial orders of Subscriber Radios on behalf of all User Agencies. Ownership of said County-purchased Subscriber Radios will be transferred to the User Agencies following FSA. User Agencies may enter into "piggyback" contracts with the PSERN Contractor for the direct purchase of additional Subscriber Radios.

7.2 Project Funding for Certain Subscriber Radios

The PSERN Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories for the User Agencies identified in the List of User Agencies Eligible for Radio Exchanges, which is attached hereto and made a part hereof as Exhibit 5. A User Agency listed in Exhibit 5 shall be eligible to receive a Project-funded Subscriber Radio and a kit of standard accessories in exchange for a trade-in radio used in the KCERCS, provided that each trade-in radio:

a. was an active radio in the KCERCS zone controller within thirty (30) days prior to the date of the exchange; and

b. is an operable radio at the time of the exchange.

The new Subscriber Radio funded by the Project Budget shall be the type of radio as listed in Exhibit 5 that is the nearest equivalent to the trade-in radio.

7.3 Payments by User Agencies

7.3.1 A User Agency that is listed on Exhibit 5 shall pay the County for the added costs of any Subscriber Radios, features and accessories that are not covered by the Project Budget under Section 7.2.

7.3.2 A User Agency that is not listed in Exhibit 5 shall pay the County for the full cost, including taxes, of any Subscriber Radio purchased by the County on its behalf.

7.3.3 The County shall establish the method and timing of such payments in advance of placing an order with the PSERN Contractor.

7.4 User Agency Agreements

No User Agency may register or use a radio or other device on PSERN unless it has entered into a User Agency Agreement with the County or the PSERN Operator. Neither the County nor the PSERN Operator may deny radios or radio service to any agency permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 if that agency enters into and complies with the provisions of a User Agency Agreement. The User Agency Agreements shall include, among other terms, the following:

a. the quantities and types of Subscriber Radios that will be funded by the PSERN Project Budget and the amounts to be paid by the User Agency;

b. designation of the User Agency's status (primary or secondary) and priorities at the talkgroup level;

c. a grant of all space, access rights, power and other resources necessary for the County and its contractors to deliver, store, install, and test Subscriber Radios;

d. the schedule and locations for installation and testing of Subscriber Radios and user training;

e. the central management of encryption keys and the template for programming User Agency radios;

f. the prohibition with applicable timeframes on a User Agency's re-sale or transfer of any Subscriber Radios and the requirements for tracking and reporting all Subscriber Radios to the County;

g. the terms for use of the System including acceptable equipment models and features, protocols, maintenance standards and other conditions;

h. the process for repairing/replacing Project-funded Subscriber Radios through the end of the warranty period;

i. the obligations for the User Agency to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

j. the User Agency is responsible for theft, damage or other loss after delivery of equipment to the User Agency's facility; and

k. a commitment by the User Agency to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

8.0 PSERN PROJECT BUDGET FOR IMPLEMENTATION PERIOD

8.1 Funding of Project Budget

The PSERN Project Budget will be funded by proceeds from a County-wide property tax levy and, as needed, proceeds from bond or other debt instruments issued by the County. The reimbursement and other payments provided under this Section are conditioned upon voter-approval of the funding levy and the County Council's adoption of an appropriation for the PSERN Project Budget. Except as provided in this Agreement or by action of the Joint Board, the City of Seattle, the EPSCA Cities, and ValleyCom Cities shall not be required to reimburse the PSERN Project Budget or the County for costs incurred during the Implementation Period.

8.2 Elective Contract Change

8.2.1 Any Contract Change determined by the Project Director to be elective, must be approved in advance by the Joint Board. The Joint Board may approve the Contract Change either as an Elective Contract Change or if the Joint Board determines the change is not elective, as a Contract Change. At the time the Joint Board approves an Elective Contract Change, it shall also approve a reimbursement allocation for the cost of the Elective Contract Change to be paid by one or more Parties in the event the Project Budget is insufficient to cover some or all of the cost of the Elective Contract Change as described in Section 8.2.2 below.

8.2.2 At the end of the Implementation Period, if the PSERN Project Budget is insufficient to pay the reimbursements and payments provided in this Section 8, the Parties shall reimburse the PSERN Project Budget for all Elective Contract Changes according to the allocations approved by the Joint Board, up to the amount of the budget shortfall beginning with the first adopted Elective Contract Change and proceeding in chronological order.

8.3 Reimbursement of Planning Phase Costs

8.3.1 The County shall use the Project Budget to reimburse itself, the City of Seattle, EPSCA and ValleyCom for the following costs incurred from August 1, 2012, through the start of the Implementation Period:

a. the costs of staff labor hours expended on planning, analysis, procurement, legal and other PSERN System-related activities; and

b. the costs of technical, financial, consultant, legal and other contractor services related to the PSERN System.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is charged for other purposes. Reimbursement for contractor services shall be at the reasonable, actual amount paid by the agency seeking reimbursement.

8.3.2 Requests for reimbursement under this Section 8.2 may be submitted to the County after the County Council's adoption of a PSERN Project Budget and appropriation.

8.3.3 Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.4 Administrative, Election and Financing Costs

The Project Budget shall cover the County's costs of providing administrative support to the Joint Board and the election, legal, financing, administration and other costs associated with the levy and the issuance of any bonds or other debt financing.

8.5 Reimbursement of Implementation Period Costs

8.5.1 The Project Budget shall cover all of the County's costs incurred during the Implementation Period including:

a. payments to the PSERN Contractor and other contractors
b. County labor and internal charges
c. rents, fees and other costs related to real property access and development activities
d. insurance
e. equipment, tools, technology, devices, vehicles and supplies
f. travel
g. training
h. fuel
i. freight
j. utilities
k. security systems and services
l. road maintenance
m. cost of claims, litigation and related legal and other expenses.

8.5.2 The County shall use the Project Budget to reimburse the City of Seattle, EPSCA and ValleyCom for the costs of staff labor hours expended during the Implementation Period on the following PSERN System-related activities:

a. preparation for and participation at Joint Board and technical committee meetings;

b. witnessing the PSERN Contractor's factory testing, field testing of infrastructure and coverage testing; and

c. escorting PSERN Contractor personnel to sites at which the City of Seattle, EPSCA or ValleyCom have current KCERCS maintenance responsibilities.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is charged for other purposes. Requests for reimbursement shall be submitted on a calendar quarter basis following the County Council's adoption of an appropriation for the PSERN Project Budget. Failure to submit a request within sixty (60) days after the end of a calendar quarter shall constitute a waiver of any reimbursement for cost incurred in said quarter. Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.6 Subscriber Radio Purchases

The Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories as provided in Section 7.

8.7 PSERN Operator's Start-up Costs

Upon creation of a new PSERN Operator as provided in Section 9.1, the County shall pay to said PSERN Operator the amount specified in the Project Budget for the new PSERN Operator's pre-FSA expenses for start-up activities under Section 9.2 and the Operations Period ILA.

8.8 System Transition Stabilization Fund

The County shall, within the Project Budget, create a PSERN System Transition Stabilization Fund in the amount of $ _________, the purpose of which shall be to reduce and phase in the impact of increased rates on PSERN System User Agencies and Dispatch Centers. By March 31 of the year prior to the expected date for FSA as projected by the Project Manager, the Joint Board shall adopt a System Transition Stabilization Fund plan. The plan may include stabilization funding for some or all User Agencies and Dispatch Centers whose rate under the PSERN System in the first three years after FSA will be higher than in 2015 under KCERCS.

9.0 TRANSFER OF SYSTEM FOR OPERATIONS PERIOD

9.1 Creation of a new PSERN Operator

Not later than one year prior to the expected date for FSA as projected by the Project Manager, the Parties shall create and establish a non-profit corporation as authorized under RCW 39.34.030 to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

9.2 Start-up of PSERN Operator

As provided in the Operations Period ILA, the Parties shall cause said new PSERN Operator to hire an Executive Director and staff, train staff, establish facilities, contract for goods and services, install systems and undertake all other steps necessary for the PSERN Operator to be able to accept the transfer of the PSERN System from the County and be fully responsible for the Operations Period upon issuance of FSA by the Joint Board.

9.3 Transfer and Novation Agreements

The Parties shall cause the PSERN Operator to enter into agreements with the County and third parties that effect the following upon FSA and after the County has determined and notified the Parties that all Implementation Period activities have been completed:

a. transfer all PSERN System-related equipment (other than subscriber radios as provided in Section 7.0); and

b. the novation of the contract with the PSERN Contractor, the Dispatch Center and User Agency Agreements and all licenses, leases and other contracts and agreements related to the PSERN System.

The Parties intend and agree that the PSERN Operator shall be deemed to be the successor to the County for all PSERN System purposes and shall assume all of the County's rights, responsibilities and liabilities under said contracts, licenses, leases and agreements.

10.0 OPERATIONS AND MAINTENANCE PENDING TRANSFER

10.1 Interim Operations

If the transfer of the PSERN System is not completed as provided in Section 9.0 above and the PSERN Operations Period ILA, then the County may continue to operate and maintain the PSERN System after FSA.

10.2 Cost Allocation Model

10.2.1 In the event the transfer to a new PSERN Operator has not occurred and if the County continues to act as the lead for operations and maintenance beyond FSA, the County will be paid monthly user rates by each Dispatch Center and User Agency, based on the Cost Allocation Model, until the transfer occurs and the County has closed out its role and incurs no more costs.

10.2.2 The Cost Allocation Model shall be applied to an annual Operations Budget developed by either the County or the PSERN Operator for each calendar year of Operations after FSA. The Dispatch Center and User Agency rates shall be recalculated annually to reflect cost changes from January 1 through December 31 of each year, and shall be included in the Operations Budget, which shall be subject to approval by the Joint Board.

10.2.3 By May 1 of each year, the County or PSERN Operator shall calculate the share of costs to be billed to the Dispatch Centers and User Agencies in accordance with the Cost Allocation Model and Operations Budget in the coming year and transmit that information to each Dispatch Center and User Agency.

10.3 The County shall collect fees in accordance with the Dispatch Center and User Agency Agreements.

11.0 INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND RECORDS

11.1 Intellectual Property

The Parties may be provided with products, documents or other deliverables related to the PSERN System that are the subject of copyright, trade secret and other intellectual property rights of, or claims of such rights. Each Party agrees that it will exercise any intellectual property license rights in accordance with the license provisions of the County Contract and any other applicable licenses so long as the Party has prior notice of the license requirements.

11.2 Confidential Information

11.2.1 Each Party agrees that it will: (a) limit the distribution of Confidential Information to those employees, contractors or other persons who have a reasonable business need to know such information; and (b) take all reasonable care, and not less than the care the Party applies to its own confidential information, to prevent unauthorized use or disclosure of Confidential Information. Each Party agrees that it will not use, copy, convey or disclose any Confidential Information to any other person or entity unless expressly authorized in writing by the person that provided the Confidential Information or as may be required by law.

11.2.2 Such care shall include: (a) requiring such employees, contractors or other persons to sign a nondisclosure agreement; (b) requiring any contractors to also undertake reasonable protection measures; and (c) promptly enforcing any violations of such agreements.

11.3 Records.

11.3.1 Each Party shall keep records as required by state law and in accordance with such policies, procedures and retention schedules as may be established by the Joint Board. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

11.3.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Joint Board. If a Party receives a public records request for records related to the PSERN System, the Party receiving the request shall promptly notify the Project Director and the Joint Board. Absent agreement by the Parties on other arrangements, the Party receiving the request shall remain responsible for responding to the requester. In the event a request for records is addressed to the Joint Board but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Joint Board but does not specify records of a single Party, the County shall assume responsibility for coordinating the Parties' response to the request.

11.3.3 If the requested records include any Confidential Information, the Party receiving the request shall promptly notify the Party or other person or entity that designated the information as Confidential Information. Any Party receiving a public records request that includes Confidential Information shall not disclose the Confidential Information for ten (10) business days in order to give the affected Party or third party the opportunity to take whatever action they deem necessary to protect their interests before disclosure of the

Confidential Information. A Party receiving a public disclosure request shall not be required to take any legal action in order to prevent disclosure of Confidential Information, nor shall a Party incur any liability to any other Party for disclosing Confidential Information in response to a public disclosure request so long as the disclosing Party has complied with the provisions of this Section 11.

12.0 FORCE MAJEURE

Acts of nature, acts of civil or military authorities, acts of war, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, strikes and other labor disruptions, and other industrial, civil or public disturbances that are not reasonably within the control of a Party causing the Party's inability to perform an obligation under this Agreement are "Force Majeure Events." If any Party is rendered unable, wholly or in part, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance and compliance and restoration of normal operations.

13.0 TERMINATION OF AGREEMENT; WITHDRAWAL AND REMOVAL OF A PARTY

13.1 Termination of Agreement by Joint Board.

The Joint Board may terminate this Agreement in its entirety by the unanimous affirmative vote of all voting Representatives.

13.2 Withdrawal of a Party.

13.2.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Joint Board including its reasons therefor, a description of the probable impacts on the other Parties, a description of the probable impacts to the scope, schedule and budget of the PSERN Project and a proposed withdrawal work plan that will identify all necessary actions which need to be undertaken to effect the withdrawal.

13.2.2 Upon receipt of the above-described notice and information, the Joint Board will consider the request for withdrawal. The Joint Board may in its sole discretion approve a Party's request to withdraw from this Agreement and establish any terms and conditions for approval. Approval requires a unanimous vote of all voting Representatives on the Joint Board.

13.2.3 A Party that is permitted to withdraw shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.14 as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not yet established, then within thirty (30) days after the amount is established.

14.0 LEGAL RELATIONS

14.1 Independent Contractors and No Third Party Beneficiaries

14.1.1 Each party to this Agreement is an independent contractor with respect to the subject matter herein. No joint venture or partnership is formed as a result of this Agreement.

14.1.2 Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

14.1.3 It is understood and agreed that this Agreement is solely for the benefit of the Parties, ValleyCom and EPSCA and gives no right to any other person or entity.

14.2 Claims Arising from the Joint Board's Acts or Omissions

The Parties agree to share the cost, including the costs of defense, in the event of any claim, lawsuit, demand, judgment, award or liability of any kind against the Joint Board, any Party, ValleyCom or EPSCA and their respective officials and employees ("Claim(s)") arising out of, or in any way resulting from: (a) a Joint Board action or failure to act; or (b) the County's acts or omissions arising from a Joint Board action or failure to act. The Parties agree to share the costs arising from such a Claim(s), including the costs of defense in the following percentages:

a. King County shall be liable for 25%;

b. City of Seattle shall be liable for 25%;

c. the EPSCA Cities shall be jointly and severally liable for 25%; and

d. the ValleyCom Cities shall be jointly and severally liable for 25%

The Parties agree to cooperate with each other as necessary in responding to and defending against all such Claims, which may include developing a joint defense plan.

14.3 Other Claims

Except for a Claim covered by Section 14.2, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

14.4 Waiver of Consequential and Certain Other Damages

ALTHOUGH EACH PARTY ACKNOWLEDGES THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST EPSCA, VALLEYCOM, THE OTHER PARTIES, AND THEIR RESPECTIVE OFFICALS AND EMPLOYEES FOR ANY: COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, PROVIDED THAT THIS SECTION SHALL ONLY APPLY TO CLAIMS BETWEEN AND AMONG THE PARTIES, EPSCA AND VALLEYCOM, AND SHALL NOT BE INTERPRETED TO LIMIT ANY CLAIMS BROUGHT PURSUANT TO SECTION 14.3.

14.5 In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section 14, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability.

14.6 The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15.0 GENERAL

15.1 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.2 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.3 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.4 No Waiver

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 or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.5 Parties Not Relieved of Statutory Obligations

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Board, the performance may be offered in satisfaction of the obligation or responsibility.

15.6 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.7 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Joint Board.

15.8 Dispute Resolution

If one or more Parties believes another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation in accordance with the process provided in Section 4.5. If the Parties submit the matter to mediation and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available.

15.9 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.10 Amendment Only In Writing

This Agreement may be amended by action of the Joint Board in accordance with Section 4.4.1.

15.11 Notices

15.11.1 Any notice under this Agreement shall be in writing and shall be addressed to the Chair of the Joint Board, the Project Director and to each Party's Representative. Any notice may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

15.11.2 The names and contact information set forth in Contact Information, attached hereto and made a part hereof as Exhibit 6, shall apply until amended in writing by a

Party providing new contact information to each other Party.

15.12 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.13 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.14 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section 11 Intellectual Property, Confidential Information and Records

Section 14 Legal Relations

Section 15.12 Choice of Law; Venue

Additionally, unless otherwise determined by the Joint Board, Sections 5.3 and 5.4 shall survive a Party's withdrawal from this Agreement.

15.15 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the spaces provided below.

KING COUNTY	**CITY OF AUBURN**
______________________________	______________________________
Name ______________________________	Name ______________________________
Title ______________________________	Title ______________________________
Date ______________________________	Date ______________________________

Attest:

____
Clerk

Approved as to Form:

____
Deputy Prosecuting Attorney

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF BELLEVUE

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF FEDERAL WAY

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF ISSAQUAH

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

CITY OF KENT

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

City Attorney

City Attorney

CITY OF KIRKLAND

Name ________________________________
Title ________________________________
Date ________________________________

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name ________________________________
Title ________________________________
Date ________________________________

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name ________________________________
Title ________________________________
Date ________________________________

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT

Name ________________________________
Title ________________________________
Date ________________________________

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF MERCER ISLAND

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF REDMOND

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____

CITY OF RENTON

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____

City Attorney	City Attorney
CITY OF SEATTLE	**CITY OF TUKWILA**
______________________________	______________________________
Name ______________________	Name ______________________
Title ______________________	Title______________________
Date ______________________	Date ______________________
Attest:	Attest:
______________________________	______________________________
City Clerk	City Clerk
Approved as to Form:	Approved as to Form:
______________________________	______________________________
City Attorney	City Attorney

EXHIBIT “B”

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (ILA) is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party") and, (collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system’s equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications. Said new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

C. The costs of implementing the PSERN System will be financed by a voter approved funding measure.

D. The Parties have negotiated a separate agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. When the Implementation Period ILA has achieved its purpose, the Parties will create a new non-profit entity, formed under Chapter 24.06 RCW, to assume the ownership and control of the PSERN System following Full System Acceptance. This new entity, also referred to in the Implementation Period ILA and herein as the “PSERN Operator”, is to be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to establish the terms under which the Parties will form the new non-profit entity and undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

1.1.10 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.11 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

“Board of Directors” or “Board” means the board formed by the Parties to govern the PSERN Operator.

“AGREEMENT " means this Interlocal Cooperation Agreement.

“BUDGET" means the budget approved by the Board of Directors to pay for the anticipated costs of operating and maintaining the PSERN System.

“CONSOLIDATED SERVICE AREA” means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, the Eastside Public Safety Communications Agency (EPSCA) and the Valley Communications Agency (ValleyCom), and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

“COUNTY " means King County, Washington.

“EXECUTIVE DIRECTOR " means the individual selected by the Board of Directors to administer the PSERN Operator on a daily basis.

“FULL SYSTEM ACCEPTANCE " or "FSA" means the determination issued to the PSERN System Contractor upon satisfactorily completing the final system development phase milestone pursuant to Contract No. [Contract Reference Number to be included here] ________________________.

"KCERS" means the King County Emergency Radio Communication System.

“OPERATIONS PERIOD" means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

“PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR " or "PSERN Operator" means the non-profit corporation created pursuant to this Agreement and the Implementation Period ILA to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

“PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM" or "PSERN System" means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s). “System” means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

“SERVICE RATE” means the rate or rates charged to User Agencies in accordance with the Rate Model appended hereto, or as it may be amended by action of the Board of Directors.

“SERVICES" means voice, data, video, or other services communication provided to User Agencies.

“USER AGENCY " means an entity that is authorized under a User Agency Agreement to use the PSERN System.

“USER AGENCY AGREEMENT" means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the PSERN System.

2.0 DURATION OF AGREEMENT

2.1 Effective Date and Conditions

Except as provided herein, this Agreement shall be in effect on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until terminated as provided in Section 7. However, Sections 4, 5, and 6 of this Agreement shall not be effective until the date the articles of incorporation for the PSERN Operator are filed with the Washington Secretary of State pursuant to Chapter 24.06 RCW.

3.0 PURPOSE OF THE AGREEMENT

Following completion of the Implementation Period ILA and Full System Acceptance, the purpose of this Agreement is to provide communication services to public safety users and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties authorize establishment of a non-profit entity pursuant to Chapter 24.06 RCW, which entity shall be known as the PSERN Operator, initially consisting of King County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors
The affairs of the PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to RCW 39.34.030(4) that shall act on behalf of all Parties and as may be in the best interests of PSERN. The Board of Directors is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

4.2 Composition of the Board of Directors

The Board of Directors shall be composed of four voting members: one member from King County, one member from the City of Seattle, one member representing the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, and one member representing the cities of Auburn, Federal Way, Kent, Renton and Tukwila. Each such member shall be the Chief Executive Officer of the political subdivision or municipal corporation from which the representative comes, or his/her designee. The Board of Directors Chair shall be elected from among its members. The Board of Directors shall also elect a Vice Chair from among its members to serve in the absence of the Chair. Each of the Parties shall provide written notice of their initial Board of Directors member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member shall be effective upon delivery of written notice by the Party to the Chair of the Board of Directors.

4.2.1 The Board of Directors shall also include two nonvoting members to comment and participate in discussion but who are not entitled to vote on any matter and who are selected by the voting members: one member from the law enforcement public safety profession and one member from the fire or emergency medical services public safety profession. Each such member shall be the Chief or his/her designee. These members shall not be employees of one of the Parties.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be a majority of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of at least three Board members.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, Users, or the

PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors.

4.2.2 The Board of Directors shall establish by-laws and procedures for its operations and meetings including the establishing of a regular meeting schedule and location and providing for the scheduling of special and emergency meetings.

4.2.3 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process.

4.2.4 Board members must be present at a meeting to vote and may not vote by proxy, provided that if approved by the Board, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.2.5 Monthly meetings of the Board of Directors shall be scheduled provided that there shall be a minimum of two (2) meetings held each year. Other meetings may be held upon request of the Chair or any two members.

4.2.6 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).

4.2.7 A designee attending Board of Directors meetings on behalf of a regular member of the Board shall be entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3 Board of Directors Actions

4.3.1 The Board of Directors shall oversee the operation and maintenance of the PSERN Operator. In furtherance of that oversight, the Parties confer upon the Board of Directors the broadest power and authority provided to King County and each member city consistent with the Washington Constitution to achieve the purpose of this Agreement. Any specific enumeration of municipal power contained in this Agreement or in any other applicable general law shall not be construed in any way to limit the general description of power contained in this Agreement, and any specifically enumerated powers shall be construed as in addition and supplementary to the powers conferred in general terms through this Agreement. All grants of municipal power to the municipalities electing to exercise authority under the provisions of this Agreement, whether the grant is in specific terms or in general terms, shall be liberally construed in favor of the grant of powers given by the municipalities that are Parties to this Agreement. By way of example, some of those powers include:

a. Amend this Agreement, subject to Section 11.10;

b. Establish committees and advisory groups to perform activities related to the PSERN System;

c. Adopt and amend budgets and approve expenditures.

d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;

e. Approve contracts within the parameters of the established purchasing and contracting policies;

f. Direct and supervise the activities of the Operating Board and the Executive Director;

g. Hire, set the compensation for, and terminate the employment of the Executive Director. The Board shall evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;

h. Establish a fund or special fund or funds as authorized by RCW 39.34.030;

i. Establish Services Rates and terms of use for User Agencies;

j. Conduct regular and special meetings;

k. Approve PSERN operation and maintenance standards;

l. Determine the services the PSERN Operator shall offer and the terms under which they will be offered;

m. Approve agreements with third parties;

n. Incur debt in the name of the PSERN Operator to make purchases or contracts for services to implement the purposes of this Agreement;

o. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;

p. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its property and assets;

q. Sue and be sued, complain and defend, in all court of competent jurisdiction;

r. Hold licenses for radio frequencies;

s. Recommend action to the legislative bodies of the Parties and User Agencies;

t. Delegate the Board of Directors' authority under this Agreement subject to such limitations and conditions as the Board of Directors may establish.

u. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements regarding procurement, employee benefits, and property leasing;

v. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties; and

5.0 OPERATING BOARD

Creation of Operating Board

An Operating Board of radio users will be created by the Board of Directors for the purposes of providing advice and other duties as deemed appropriate by the Board of Directors.

6.0 EXECUTIVE DIRECTOR

The Executive Director shall report to the Board of Directors and shall advise it from time to time on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and other appropriate matters related to the PSERN System and the PSERN Operator. The Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

6.1.1 The Executive Director shall:

a. Schedule and manage the PSERN Operator's day-to-day activities in consistent with the policies, procedures, and standards adopted by the Board of Directors;

b. Hire, evaluate at least annually, and terminate staff in compliance with the PSERN Operator's budget;

c. Propose and administer Annual Budgets including its contingency;

d. Approve expenditures and sign contracts in amounts up to $100,000 that are included in the budget without additional approval of the Board of Directors;

e. Track the performance of PSERN systems and services;

f. Provide support to the Board of Directors;

g. Recommend policies, procedures, and standards, including changes to these policies, procedures, and standards;

h. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, system performance against targets, partial or full system outages, purchases equal to or greater than $10,000, and usage statistics;

i. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations; and

j. Perform other duties as assigned.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may be terminated from his or her position upon majority vote of the Board of Directors.

7.0 WITHDRAWAL AND REMOVAL

7.1 Withdrawal of a Party.

7.1.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Board before January 1st of the year prior to the year the withdrawal will be effective. The Party's withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Parties.

7.1.2 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section _____[Section reference to be inserted.] as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not then established, then within thirty (30) days after the amount is established.

7.1.3 If Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real or personal property, or any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

7.2 Removal of a Party.

The Board of Directors may, for cause, remove a Party from this Agreement and terminate the Party's rights to participate in PSERN. Cause may include, but is not limited to, failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to approve and appropriate funds necessary to pay the Party's share of the costs under this Agreement.

8.0 DISSOLUTION AND TERMINATION

Three (3) or more Parties may, at any one time, by written notice provided to all Parties, call for a complete dissolution of the PSERN Operator and termination of this Agreement. Upon an affirmative majority vote by the Board of Directors and an affirmative majority vote of the legislative bodies of each of the Parties for such dissolution and termination, the Board of Directors shall establish a task force to determine how the PSERN System assets, liabilities and properties will be divided upon dissolution. Final approval of the disposition of the PSERN System assets shall require an affirmative majority vote by the Board of Directors. Upon an affirmative majority vote by the Board of Directors and upon an affirmative majority vote of the legislative bodies of each of the Parties, the PSERN Operator shall be directed to wind up business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to dissolve and terminate this Agreement. Upon the final termination date, this Agreement shall be fully terminated.

9.0 LEGAL RELATIONS

9.1 Employees and No Third Party Beneficiaries

9.1.2 Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

9.1.3 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

9.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively. The provisions of this Section shall survive the termination, expiration or withdrawal from of this Agreement.

10.0 PUBLIC RECORDS

10.1 Records Keeping Responsibilities.

10.1.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with the policies, procedures and retention schedules as may be established by the Administrative Board.

10.1.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

10.1.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Administration Board.

10.1.4 If a Party or the PSERN Operator or the Executive Director receives a public records request for records related to the PSERN System or the PSERN Operator, the recipient of that request shall promptly notify the other parties to this Agreement, Chair of the Administration Board and the Executive Director.

10.1.5 Absent agreement by the Parties or other arrangements, the recipient of that request shall remain responsible for responding to the requester. In the event a request for records is addressed to the PSERN Operator, the Executive Director or the Board of Directors but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Board of Directors but does not specify records of a single Party, PSERN shall assume responsibility for coordinating the Parties' response to the request.

11.0 GENERAL

11.1 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

11.2 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

11.3 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

11.4 No Waiver

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 or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

11.5 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

11.6 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

11.7 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Administration Board.

11.8 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

11.9 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

11.10 Amendment Only In Writing

This Agreement may be amended by an affirmative majority vote the Board of Directors and unanimity of the Parties.

11.11 Notices

11.11.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties' as listed below. Any notice may be given by certified mail, overnight delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

11.11.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

11.12 Conflicts

In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

11.13 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.14 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

11.15 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 8	Legal Relations
Section 10	Public Records
Section 11.13	Choice of Law; Venue

11.16 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

11.17 Execution and Effective Date.

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

____
Name ___________________________
Title ___________________________
Date ___________________________

Attest:

____
Clerk

Approved as to Form:

____
Deputy Prosecuting Attorney

CITY OF AUBURN

____
Name ___________________________
Title___________________________
Date ___________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF BELLEVUE

____
Name ___________________________
Title ___________________________
Date ___________________________

Attest:

____
City Clerk

CITY OF FEDERAL WAY

____
Name ___________________________
Title___________________________
Date ___________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

Approved as to Form:

____
City Attorney

CITY OF ISSAQUAH

____
Name _____________________________
Title _____________________________
Date _____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF KENT

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Name _____________________________
Title_____________________________
Date _____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF KIRKLAND

____
Name _____________________________
Title _____________________________
Date _____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF MERCER ISLAND

____
Name _____________________________
Title_____________________________
Date _____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF REDMOND

____
Name ___________________________
Title ____________________________
Date ____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF RENTON

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Name ___________________________
Title_____________________________
Date ____________________________

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF SEATTLE

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Name ___________________________
Title ____________________________
Date ____________________________

Attest:

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City Clerk

Approved as to Form:

____
City Attorney

CITY OF TUKWILA

____
Name ___________________________
Title_____________________________
Date ____________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

Exhibit 1

Contracting Plan

1.0 General

1.1 This Contracting Plan sets forth the general contract procurement and contract administration responsibilities of the County and its employees with regard to those contracts determined to be necessary or desirable for the planning, implementation, testing, operation and maintenance of PSERN during the term of the Agreement. Such contracts include contracts with: (a) the vendor providing the PSERN System and Subscriber Radios; (b) the consultant designing the improvements at certain sites; and (c) the contractor constructing said site improvements.

1.2 The Project Director, and those King County employees designated by the Project Director, shall be responsible for the procurements and day-to-day administration of such contracts and shall make all decisions related thereto subject to such approval by the Joint Board as may be required by the Agreement

2.0 Contract Procurement Activities

2.1 The County shall be responsible for the following contract procurement activities:

a. drafting and issuing the applicable Invitations To Bid (ITBs) or Requests for Proposals ("RFPs") and any modifications to these documents;
b. responding to questions and evaluating bids or proposals submitted in response to the ITBs or RFPs;
c. conducting contract negotiations;
d. awarding contracts and responding to any protests or challenges to the awards; and
e. responding to requests for County records related to the procurement processes.

2.2 The Joint Board may appoint technical or other committees to participate with the County in the above procurement activities by providing timely review, comments and recommendations to the County's Buyer and Project Director, as applicable.

3.0 Contract Administration Activities

3.1 The County shall be responsible for administering PSERN-related contracts including the following activities:

a. Monitoring contractors' compliance with contract schedule, scope, budget, quality requirements, and all other terms and conditions;
b. Participating in inspections, testing and other compliance-verification measures;
c. Identifying performance deficiencies and requiring remediation;
d. Managing the Contract Change Order and amendment processes and performing cost/price analyses of Contract Changes as necessary;
e. Reviewing and responding to the contractors' deliverables and assertions of milestone completion within prescribed review timeframes using the agreed upon procedures;
f. Responding to and resolving contractor claims;
g. Processing and paying contractor invoices;
h. Administering warranty claims;

i. Coordinating communications between contractors and the owners of sites and facilities at which PSERN equipment will be located or current equipment will be removed;
j. Coordinating communications between contractors and the owners of vehicles in which PSERN equipment will be installed;
k. Coordinating with User Agencies in the ordering of Subscriber Radios
l.   Coordinating internal and external audits;
m. Responding to information and public disclosure requests from the public and media;
n Monitoring expenditures compared to the Project Budget, including use of contingency amounts;
o. Providing reports to the Joint Board on contract administration and the current status of the PSERN Project; and
p. Contract Close-out.

3.2 The Project Director shall develop appropriate procedures and practices for the activities listed above. The Project Director may amend such procedures and practices as necessary.

3.3 The Parties acknowledge that it is essential the Project Director serve as the sole communication conduit with each contractor on matters related to PSERN. Unless specifically designated by the Project Director, the Joint Board Representatives, their Alternates, members of any committees and the Parties and their employees, representatives, consultants, and agents shall not communicate with the contractors on PSERN-related matters.

4.0 Contract Changes

4.1 The County shall execute in writing any changes or amendments to a contract's terms, conditions, specifications, scope, schedule, price, or other requirements ("Contract Change").

4.2 Except in case of an emergency, the Project Director shall obtain prior-approval by the Joint Board of any Contract Change that:

a. individually adds more than $200,000 in contract cost;
b. collectively, when combined with all other Contract Changes to the applicable contract, adds more than $1,000,000 in cost to that contract;
c. adds more than thirty (30) days to a contract's schedule;
d. materially changes the PSERN System design;
e. exceeds a PSERN Project Budget line item; or
f. that the Project Director determines to be elective.

5.0 Contractor Claims

5.1 In the event a contractor files a claim for additional time or money, the Project Director shall notify the Joint Board of the requested Contract Change and whether the Project Director approves or rejects same. The Project Director is authorized to negotiate and resolve such claims, subject to the same limitations as regarding Contract Changes set forth above.

5.2 The Joint Board, its committees and the Parties shall cooperate with the Project Director and support the Project Director in responding, defending and/or resolving such claims including collecting and providing information and participating in any dispute resolution and legal proceedings related to such contractor requests or claims.

6.0 Conditions on Participation in Procurement and Contract Administration Activities

The Project Director may require, as a condition of participating in the PSERN procurement and contract administration activities, that Joint Board Representatives and Alternates, committee members and any other individuals agree in writing to keep information confidential and comply with all laws, regulations, PSERN contracts, County requirements and the provisions of this Agreement including provisions relating to conflict of interest, confidentiality, records retention, records disclosure and other requirements.

END OF EXHIBIT 1.

King County Sites	Seattle Sites	Valleycom Sites	EPSCA Sites
Clearview	Apple Cove	Cambridge	Education Hill
Crista	Capitol Hill	McDonald Peak	Norway Hill
Federal Way	Northeast	Skyway	West Tiger Mountain
Grass Mountain	West Seattle		
Harborview Medical Center		**Kent Sites**	**Redmond Sites**
King County Courthouse		Cambridge	Education Hill
King County Jail			
King County Regional Justice Center			**Bellevue Sites**
Marysville Water Tank			Bellevue Fire Station 9
Rattlesnake Mountain			
Ring Hill			
Snoqualmie Pass			
Sobieski Mountain			
Squak Mountain			
Top Hat			
View Park			

Participating PSAP'S and Dispatch Locations	
Bothell Police Department	PSAP
Enumclaw Police Department	PSAP
Harborview Medical Center	DISPATCH
Issaquah Police Department	PSAP
King County Courthouse	DISPATCH
King County Jail	DISPATCH
NORCOM 911	PSAP
King County RCECC	PSAP
Redmond Police Department	PSAP
King County Regional Justice Center	DISPATCH
Seattle Fire Department	PSAP
Seattle Police Department	PSAP
Seattle Public Utilities	DISPATCH
Sound Transit LCC	DISPATCH
Sound Transit OMF	DISPATCH
UW Police Department	PSAP
Valleycom	PSAP
King County Youth Service Center	DISPATCH

Seattle

Fixed	Mobile
851.1875	806.1875
851.4125	806.4125
851.9375	806.9375
851.9875	806.9875
852.1625	807.1625
852.6875	807.6875
852.9125	807.9125
853.4375	808.4375
853.6625	808.6625
854.1125	809.1125
854.1875	809.1875
854.3625	809.3625
854.4125	809.4125
866.2875	821.2875
866.3125	821.3125
866.3375	821.3375
866.4375	821.4375
866.6875	821.6875
866.7125	821.7125
866.7375	821.7375
866.8875	821.8875
867.2875	822.2875
867.7625	822.7625
867.7875	822.7875
868.1750	823.1750
868.4750	823.4750
868.6750	823.6750
868.8750	823.8750
866.1625	821.1625
866.4125	821.4125
866.6625	821.6625
868.2250	823.2250
868.6500	823.6500
868.9000	823.9000
867.5125	822.5125

Frequency in MHz

EPSCA

Fixed	Mobile
851.1375	806.1375
851.8875	806.8875
852.6375	807.6375
853.3875	808.3875
853.4125	808.4125
854.2375	809.2375
855.4875	810.4875
866.1625	821.1625
866.2125	821.2125
866.4125	821.4125
866.4625	821.4625
866.6625	821.6625
866.9125	821.9125
866.9875	821.9875
867.2250	822.2250
867.2500	822.2500
867.3125	822.3125
867.3625	822.3625
867.3875	822.3875
867.4875	822.4875
867.8125	822.8125
867.8875	822.8875
868.2000	823.2000
868.2250	823.2250
868.5250	823.5250
868.6500	823.6500
868.7750	823.7750
868.8250	823.8250
868.9000	823.9000
868.9500	823.9500
868.9750	823.9750
867.0125	822.0125

Valleycom

Fixed	Mobile
851.0625	806.0625
851.0875	806.0875
851.1625	806.1625
851.3625	806.3625
851.8125	806.8125
851.9625	806.9625
852.1125	807.1125
852.6125	807.6125
852.7125	807.7125
852.8625	807.8625
853.3125	808.3125
853.4875	808.4875
853.6125	808.6125
854.0875	809.0875
854.2875	809.2875
855.7125	810.7125
855.9875	810.9875
856.4375	811.4375
856.7125	811.7125
856.9375	811.9375
857.2625	812.2625
857.4375	812.4375
857.7125	812.7125
857.9375	812.9375
858.2625	813.2625
858.7125	813.7125
858.9375	813.9375
859.4375	814.4375
859.9375	814.9375
860.2625	815.2625
860.7125	815.7125
866.3625	821.3625
866.3875	821.3875
866.9375	821.9375
866.9625	821.9625
867.3375	822.3375
867.4375	822.4375
867.8375	822.8375
867.8625	822.8625
868.4250	823.4250
868.4500	823.4500
866.5125	821.5125

King County	
Fixed	**Mobile**
154.9650	153.9950
155.1900	154.6500
155.3700	155.3700
460.5500	465.5500
851.0625	806.0625
851.0875	806.0875
851.1625	806.1625
851.3625	806.3625
851.8125	806.8125
851.9625	806.9625
852.1125	807.1125
852.6125	807.6125
852.8625	807.8625
853.3125	808.3125
853.4875	808.4875
853.6125	808.6125
854.0875	809.0875
854.2875	809.2875
855.2375	810.2375
855.9875	810.9875
856.2375	811.2375
856.4625	811.4625
856.4875	811.4875
856.9625	811.9625
856.9875	811.9875
857.2375	812.2375
857.4625	812.4625
857.4875	812.4875
858.2375	813.2375
858.4625	813.4625
858.4875	813.4875
858.9625	813.9625
859.4625	814.4625
860.4625	815.4625
860.9625	815.9625
866.0125	821.0125
866.0500	866.0500
866.0750	866.0750
866.1000	866.1000
866.1250	866.1250
866.1500	866.1500
866.3625	821.3625

King County	
Fixed	**Mobile**
866.3875	821.3875
866.4875	821.4875
866.4875	821.4875
866.5500	866.5500
866.5750	866.5750
866.6000	866.6000
866.6250	866.6250
866.6500	866.6500
866.9375	821.9375
866.9625	821.9625
867.3375	822.3375
867.4375	822.4375
867.4625	822.4625
867.6875	867.6875
867.6875	867.6875
867.7000	867.7000
867.7125	822.7125
867.8375	822.8375
867.8625	822.8625
867.9750	822.9750
868.0125	823.0125
868.2500	823.2500
868.4000	823.4000
868.4250	823.4250
868.4500	823.4500
868.5750	823.5750
868.7000	823.7000

Seattle	EPSCA	Valleycom	King County
5945.20	5945.20	5974.85	5945.20
6063.80	6034.15	6004.50	5974.85
6315.84	6197.24	6635.00	6004.50
10715.00	6286.19	10795.00	6093.45
10795.00	10775.00	10835.00	6197.24
10995.00	10795.00	11285.00	6226.89
11095.00	10835.00	11405.00	6256.54
11215.00	10955.00	11525.00	6345.59
11285.00	11245.00	11565.00	6675.63
11445.00	11285.00		6795.00
11585.00	11325.00		6835.63
	11445.00		10715.00
			10755.00
			10795.00
			10915.00
			11035.00
			11075.00
			11215.00
			11245.00
			11285.00
			11405.00
			11565.00

Frequency in MHz

Draft Exhibit 5

List of User Agencies Eligible for Radio Exchanges

Auburn School District
Bellevue Community College
Bellevue School District
Cedar River Water and Sewer District
City of Algona
City of Auburn
City of Bellevue
City of Black Diamond
City of Bothell
City of Burien
City of Carnation
City of Clyde Hill
City of Covington
City of Des Moines
City of Duvall
City of Enumclaw
City of Federal Way
City of Issaquah
City of Kenmore
City of Kent
City of Kirkland
City of Lake Forest Park
City of Medina
City of Mercer Island
City of Newcastle
City of Pacific
City of Redmond
City of Renton
City of Sammamish
City of SeaTac
City of Seattle
City of Shoreline
City of Snoqualmie
City of Tukwila
City of Woodinville
Covington Water District
Eastside Fire & Rescue
Eastside Hazmat
Enumclaw School District
Kent School District
King County
King County Fire District # 2
King County Fire District # 4
King County Fire District #11
King County Fire District #13
King County Fire District #16
King County Fire District #20
King County Fire District #27
King County Fire District #28
King County Fire District #36
King County Fire District #43
King County Fire District #44
King County Fire District #45
King County Fire District #47
King County Fire District #51
King County Public Hospital District # 1
King County Public Hospital District # 2
King County Public Hospital District # 4
King County Water District #20
King County Water District #49
King County Water District #75
Lake Washington School District
Midway Sewer District
NORCOM
Northeast Sammamish Sewer & Water District
Northshore School District
Northshore Utility District
Public Health - Seattle & King County
Renton School District
Riverview School District
Ronald Wastewater District
Sammamish Plateau Water & Sewer District
Seattle Children's Hospital
Snoqualmie Nation
Soos Creek Water and Sewer
Sound Transit
South Correctional Entity
South King Fire and Rescue

EPSCA
Federal Way Public Schools
Harborview Medical Center
Highline School District
Issaquah School District
Kent Fire Authority
Tahoma School District
University of Washington
Valley Communications Center
Valley Regional Fire Authority
Valley View Sewer District

Frequency Spectrum Licensing Approach:

1. Today RCB Members (CoS, VCC, ESPCA, KC) have ~126 Land Mobil Radio (LMR) Frequencies (plus some undetermined number of Microwave (MW) Licenses) Licensed.
2. Each Licensee writes letters of concurrence agreeing that the PSERN designed frequencies can be **Co-Licensed** (today that is 120 LMR Frequencies + MW Licenses; other frequencies not needed remain in name of original licensees)
3. System Vendor applies for licenses in King County's name @ Milestone 1B, ~Jan 2016
4. County receives licenses for MW and LMR frequencies (Date TBD)
5. System is built Milestone 2A – 5B, Apr 2017 – Jan 2019
6. Migration of users from current system to PSERN Jan 2019 – Mar 2020
7. All users fully transitioned to PSERN Mar 2020
8. FSA is issued Apr 2020. All frequencies in use in PSERN will be un-licensed by RCB members.
9. If non-Profit is ready to accept PSERN at FSA, KC will transfer licenses to non-Profit at FSA (Apr 2020)
10. If the non-Profit is not ready, KC will hold licenses only as long as it takes to get the non-Profit ready, then transfer them (Date TBD)

Note: During steps 4-7 KCERCS and PSERN are dual ("Co-") licensed.