



City Council Meeting
August 7, 2017 - 7:00 PM
Auburn City Hall
AGENDA

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I. CALL TO ORDER

- A. **Pledge of Allegiance**
- B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing is 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.

C. Correspondence

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

VII. 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 July 24, 2017 Special City Council Meeting***
- B. **Minutes of the July 17, 2017 Regular City Council Meeting***
- C. **Minutes of the June 13, 2017 Special City Council Meeting***

- D. **Minutes of City Council study session meetings for: July 10, 2017; June 12, 2017; November 9, 2015; October 12, 2015 and September 28, 2015***
- E. **Claims Vouchers (Coleman)**
Claims voucher numbers 444959 through 445237 in the amount of \$2,515,265.76 and eight wire transfers in the amount of \$1,117,200.98 and dated July 3, 2017.
- F. **Payroll Vouchers (Coleman)**
Payroll check numbers 537433 through 537460 in the amount of \$736,092.99 and electronic deposit transmissions in the amount of \$1,633,203.00 for a grand total of \$2,369,295.99 for the period covering July 13, 2017 to August 2, 2017.
- G. **Public Works Project No. CP1513* (Snyder)**
City Council approve award of Contract No. 17-11, to the lowest responsible bidder for Project No. CP1513, 22nd Street NE and I Street NE Intersection Improvements (Project)

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. RESOLUTIONS

- A. **Resolution No. 5304* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an interlocal agreement with the Pierce County Flood Control Zone District for the opportunity fund program

(RECOMMENDED ACTION: City Council adopt Resolution No. 5304.)

- B. **Resolution No. 5308* (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 Numbers 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115, 5217, 5240 and 5283

(RECOMMENDED ACTION: City Council adopt Resolution No. 5308.)

- C. **Resolution No. 5309* (Haugan)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute Information Technology Contracts with Valley Regional Fire Authority, and the cities of Algona and Pacific

(RECOMMENDED ACTION: City Council adopt Resolution No. 5309.)

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

B. **From the Mayor**

XII. 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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 24, 2017 Special City Council Meeting

Date:

July 26, 2017

Department:

Administration

Attachments:

[7-24-2017 Special](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 7, 2017

Item Number: CA.A



SPECIAL CITY COUNCIL MEETING MINUTES

July 24, 2017 5:15 PM

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 5:15 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were also present: Director of Administration Dana Hinman, City Attorney Daniel B. Heid, Police Chief Bob Lee, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and Deputy City Clerk Shawn Campbell.

II. RESOLUTIONS

A. Resolution No. 5307

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for and, if awarded, to accept grant funds in the amount of \$300,000, from the Federal Aviation administration, To perform the design of the Auburn Municipal Airport Runway Enhancement project, and authorizing the execution of the grant agreement therefor

Assistant Director Gaub explained the grant process and the matching fund options.

Deputy Mayor Wales asked how many additional feet the runway would be extended. Assistant Director Gaub stated the runway will be extended up to approximately 4,000 feet as allowed by

environmental assessment. The increased runway length will help planes take off and land in adverse conditions.

Deputy Mayor Wales noted this grant is only for the design work. She asked if the City will apply for grants for the actual work. Assistant Director Gaub stated the City will apply for several more grants in this process, the FAA has requirements on how and when you can apply for the grants during the process.

Deputy Mayor Wales moved and Councilmember Pelosa seconded to approve Resolution No. 5307.

MOTION CARRIED UNANIMOUSLY. 6-0

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 5:22 p.m.

APPROVED THE 7th DAY OF August, 2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk

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Internet: <http://www.auburnwa.gov>



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 17, 2017 Regular City Council Meeting

Date:

July 27, 2017

Department:

Administration

Attachments:

[7/17/2017 minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 7, 2017

Item Number: CA.B



**CITY COUNCIL
MEETING MINUTES**

July 17, 2017 7:00 PM

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street, and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were also present: City Attorney Dan Heid, Director of Administration Dana Hinman, Assistant Finance Director Kevin Fuhrer, Police Commander Steve Stocker, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

A. Mayor Backus recognized Deputy City Clerk Campbell for earning her Master Municipal Clerk designation.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. 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

Carl Johnson, 3206 Pike Street SE, Auburn

Mr. Johnson expressed concern about Councilmembers absences from important meetings. He requested Council do the job they were elected to do.

Eric Quarnstrom, 1401 12th Street NE, Auburn

Mr. Quarnstrom expressed opposition to having a safe injection site in Auburn.

Marie-Anne Harkness, 29780 53rd Avenue S, Auburn

Ms. Harkness stated King County can override a City on placement of facilities within the city limits. She requested Council pass a resolution opposing placement of a safe injection site in Auburn.

Nick Wilson, 33010 17th Place S, Federal way

Mr. Wilson invited Council to International Friendship Day on August 6, 2017 in Federal Way.

Len Englund, 457 S 282nd Street, Auburn

Mr. Englund described his personal experience with a family member being addicted to heroin. He spoke against safe injection sites.

Angela Dabb, 304 Thomas Road SE, Auburn

Ms. Dabb stated she appreciates the Auburn Police Department and their hard work. She spoke against safe injection sites in Auburn.

Carol Smith, 1320 22nd ST SE, Auburn

Ms. Smith stated her neighborhood does not have as much police presence as she would like. She shared her frustration with a problem house in her neighborhood.

Annette Hinze, 1310 22nd ST SE, Auburn

Ms. Hinze stated she is concerned about her neighborhood. She would like additional police response at a problem house in her neighborhood.

Mary Miller, 1802 I Street NE, Auburn

Ms. Miller stated there needs to be more education in the community regarding service pets.

Bryan Rivera, 123 C Street NW, Auburn

Mr. Rivera read a quote regarding people being disenfranchised. He spoke about concerns he has regarding the Puyallup Tribe. He also spoke about concerns for the Muckleshoot Tribe.

Ronnie Roberts, 116 C Street NW

Mr. Roberts stated the City has a good relationship with the Muckleshoot Tribe. He stated there are not bad dogs just bad owners. He stated all except one Councilmember returned his call regarding the \$20 car tab fee and he thanked Council. He also urged Council to start acting as a team.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Councilmember Wagner, vice chair of the Finance ad hoc committee that reviews claims and payroll vouchers, reported he and Councilmember DaCorsi reviewed the payroll vouchers and electronic deposits in the approximate amount of \$2.2 million and claims vouchers and wire transfers in the amount of approximately \$5.6 million for the periods June 29 through July 12, 2017. The ad hoc committee recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

Councilmember DaCorsi, chair of the ad hoc committee on the selection of the Deputy Mayor, reported the committee, consisting of himself and Councilmembers Trout-Manuel and Pelosa, will meet next Monday, July 24, 2017. The Committee will be presenting a revised version of the Committee's recommendations at the July 24, 2017 study session.

Deputy Mayor Wales, chair of the ad hoc committee on the \$20.00 car license fee, reported the ad hoc committee has not met since the last update. The next meeting of the committee is scheduled for August 7, 2017 at 6:00 p.m.

VII. 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 July 3, 2017 Regular City Council Meeting
- B. Minutes of the May 11, June 8, June 29 and September 14, 2015 City Council Study Session
- C. Claims Vouchers
Claims voucher numbers 444546 through 444958 in the amount of \$5,655,969.63 and one wire transfer in the amount of \$2,978.62 and dated July 17, 2017.
- D. Payroll Vouchers
A Resolution of the City Council of the City of Auburn, Washington, adopting the 2017 Community Development Block Grant Action Plan for the Consolidated Plan Years 2015-2019
- E. Public Works Project No. CP1710* (Snyder)
City Council award Small Works Contract No. 17-17, to K&A Communications, LLC on their low bid of \$117,789.98 for Project No. CP1710, Citywide Sidewalk Repair and Improvement
- F. Facilities Contract No. 17-16* (Hinman)
City Council approve Final Pay Estimate No. 1 to Contract No. 17-16 (Smoke/Soot Remediation, Auburn Golf Course) in the amount of \$58,642.50 and accept this project as complete.
- G. Public Works Project No. CP1617* (Snyder)
City Council award Contract No. 17-21 to NOVA Contracting, Inc. on their low bid of \$624,030.00 plus Washington State sales tax of \$62,403.00 for a total contract price of \$686,433.00 for Project No. CP1617, Lea Hill Pressure Reducing Valve Stations project

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to approve the Consent Agenda.

Councilmember Pelosa asked to pull Items "B", "F" and "G" from the consent agenda for further discussion.

MOTION TO APPROVE ITEMS "A", "C", "D", AND "E" CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

- B. Minutes of the May 11, June 8, June 29 and September 14, 2015 City Council Study Session

Councilmember Holman moved and Councilmember DaCorsi seconded to approve the minutes.

Councilmember Pelozo expressed concern that the minutes are from 2015.

Councilmember Pelozo requested a list of all minutes that have not been approved.

MOTION CARRIED UNANIMOUSLY. 6-0

- F. Facilities Contract No. 17-16* (Hinman)
City Council approve Final Pay Estimate No. 1 to Contract No. 17-16 (Smoke/Soot Remediation, Auburn Golf Course) in the amount of \$58,642.50 and accept this project as complete.

Councilmember Wagner moved and Councilmember Holman seconded to approved Facilities Contract No. 17-16.

Councilmember Wagner stated he is surprised this happened and wanted to ensure there was operating procedures in place to ensure it does not happen again.

Director of Administration Hinman explained it was discovered the fireplace logs had been moved. They have now been locked down so this cannot happen again. All of the expenses will be covered by insurance.

MOTION CARRIED UNANIMOUSLY. 6-0

- G. Public Works Project No. CP1617* (Snyder)
City Council award Contract No. 17-21 to NOVA Contracting, Inc. on their low bid of \$624,030.00 plus Washington State sales tax of \$62,403.00 for a total contract price of \$686,433.00 for Project No. CP1617, Lea Hill Pressure Reducing Valve Stations project

Councilmember Wagner moved and Councilmember DaCorsi seconded to approve the award of Public Works Project CP1617.

Councilmember Wagner stated the project includes equipment that is part of our water system that needs to be replaced.

Councilmember Pelozo stated there was a large amount of water with algae on Lea Hill Road. After he reported it using the Your Gov app the area was cleaned up. He asked if this repair will fix that problem.

Assistant Director Gaub explained that was most likely storm drainage runoff and not potable water. There would not be algae in potable water.

Councilmember Pelozo asked for details on what services the consultant provides.

Assistant Director Gaub explained the consultant performs design work and prepares bid plans and specifications.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. NEW BUSINESS

Councilmember Holman moved to add Resolution No. 5306 opposing safe injection sites in the City of Auburn as agenda item XI.B
Councilmember Wagner seconded.

X. ORDINANCES

A. Ordinance No. 6657

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 18.52.050, of the Auburn City Code relating to the procedures utilized for considering modification of the commercial driveway throat depth standard

Councilmember Wagner moved and Councilmember Pelozo seconded to approve Ordinance No. 6657.

Councilmember Wagner stated the engineering standards will be adjusted to allow staff discretion in throat depth modifications. Assistant Director Tate explained it does not change the 40 foot standard that is in City Code. This only changes the process for the developer that requests a variance in the throat depth. Currently if there is a request to change the throat depth it has to go before the

Hearing Examiner. This process is time consuming and costly. This process will allow staff to review the throat depth and make the accommodation.

Councilmember Wagner asked if Valley Regional Fire Authority needed to approve the variance also. Assistant Director Tate stated they do not have influence on this issue. He explained their input is regarding access to the building for the fire trucks.

Councilmember Wagner stated this could be a two-step process. Council can pass the proposed ordinance tonight, then send throat depth standards back to the Planning Commission for consideration on the overall requirement.

Councilmember DaCorsi stated he would like to allow engineering staff the ability to cut the red tape. Council should review the item as a whole in the future.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5305

A Resolution of the City Council of the City of Auburn, Washington, adopting the 2017 Community Development Block Grant Action Plan for the Consolidated Plan Years 2015-2019

Deputy Mayor Wales moved and Councilmember Peloza seconded to approve Resolution No. 5305.

Deputy Mayor Wales explained the Council received a detailed presentation at the last Study Session.

Councilmember Peloza confirmed the residential rehabilitation is the housing repair program.

Councilmember DaCorsi stated the Council will receive the Annual Action Report with all of the updated numbers March of 2018.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5306

A Resolution of the City Council of the City of Auburn, Washington, Opposing the Siting of Illegal Substance Injection Facilities within Auburn City Limits

Councilmember Holman moved and Councilmember DaCorsi seconded to approve Resolution No. 5306.

Councilmember Holman explained he added this to the agenda today for Council consideration because of citizen input.

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to amend section 1 as follows

Section 1. Distribution. The Mayor is hereby directed to disseminate this Resolution to the King County Council, Pierce County Council, Seattle King County Public Health, Pierce County Public Health, and other relevant representatives of federal, state, and local governments as appropriate.

MOTION CARRIED UNANIMOUSLY. 6-0

Councilmember DaCorsi stated this issue is a health crisis issue and a disease issue. The topic needs to be brought before the state representatives.

Mayor Backus stated there needs to be additional resources for behavioral health. The Heroin and Opioid Task Force developed the eight recommendations for the South Sound area. The City of Auburn voted against the safe injection sites recommendation.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmember Pelozza reported he attended the Regional Policy Committee for King County meeting where they discussed the veterans, seniors and human services levy.

Councilmember Trout-Manual reported she attended the 4th of July Parade and festivities.

Councilmember Holman reported the Cities of Auburn and Bellevue will be hosting the National League of Cities 1st Tier Suburb Cities meeting.

Councilmember Wagner reported he attended the Regional Transportation Policy Board meeting where they discussed revenue sources for roads in the region.

Councilmember DaCorsi reported on an conversation he had with a gentleman that lives in Merrill Gardens.

B. From the Mayor

Mayor Backus stated she appreciated all of the City staff that works holidays such as the 4th of July festival. She reported she went to Auburn Kinder Care to discuss community involvement with the children. Mayor Backus reported on a visit from students from Lin Ping No. 3 Middle School form Yuhang, China, they are the sister school to Rainier Middle School. She attended the City of Pacific and the City of Algona's parades. She reported she attended a memorial services for Roger Thordarson and a celebration of life for Dave Clark.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:43 p.m.

APPROVED THE 7th DAY OF August, 2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 13, 2017 Special City Council Meeting

Date:

August 2, 2017

Department:

Administration

Attachments:

[6-13-2017 minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 7, 2017

Item Number: CA.C



**CITY COUNCIL
SPECIAL MEETING**

**June 13, 2017 3:00 PM
Auburn City Hall – Executive Conference
Rm**

MINUTES

A special meeting of the City Council was convened at 3:00 p.m. on Tuesday, June 13, 2017 in the Auburn City Hall executive conference room located at 25 West Main Street in Auburn. The meeting was a Washington State Auditor's Office Entrance Conference.

Councilmembers present: Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza and Yolanda Trout-Manuel. Deputy Mayor Largo Wales, Councilmember Rich Wagner and Councilmember Claude DaCorsi were excused.

Mayor Nancy Backus and the following staff members were present: Finance Director Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Accounting Manager Janice Davies and Deputy City Clerk Shawn Campbell.

Director Coleman introduced Christopher Ruiz, Assistant Audit Manager and Linda Mastin, Assistant Audit Manager from the Washington State Auditor's Office.

II. DISCUSSION ITEMS

A. Washington State Auditor's Office Entrance Conference

Mr. Ruiz reviewed the scope of the full audit. The Washington State Auditor's Office will be performing an Accountability Audit, a Financial Statement Audit and a Federal grant compliance audit for the fiscal year 2016.

Mr. Ruiz reviewed the process the Washington State Auditor's Office will go through for the audits. The process starts with an engagement letter that documents the responsibilities for the audit of both the City and the State Auditor's Office. Once the audit is complete the Auditor's Office will issue an Audit Report with any findings from the audit. If there are deficiencies, non-compliance or abuse the Auditor's Office will issue a Management Letter. Once the audit is complete the Auditor's Office will schedule an Exit Conference for Council to attend to hear the final report.

III. ADJOURNMENT

There being no further discussion, the meeting adjourned at 3:27 p.m.

APPROVED this 7th day of August, 2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of City Council study session meetings for: July 10, 2017; June 12, 2017; November 9, 2015; October 12, 2015 and September 28, 2015

Date:

August 2, 2017

Department:

Administration

Attachments:

[July 10, 2017 Minutes](#)

[June 12, 2017 Minutes](#)

[November 9, 2015](#)

[October 12, 2015 Minutes](#)

[September 28, 2015 Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: August 7, 2017

Item Number: CA.D



**CITY COUNCIL STUDY SESSION AND
SPECIAL FOCUS AREA
July 10, 2017 – 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Deputy Mayor Largo Wales called the meeting to order at 5:33 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Wales, Claude DaCorsi, John Holman, Bill Peloza, and Yolanda Trout-Manuel. Councilmember Rich Wagner arrived at 5:34. Councilmember Bob Baggett was excused.

City officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Assistant Chief of Police William Pierson, Parks, Arts and Recreation Director Daryl Faber, Assistant Director of Community Development Services Jeff Tate, Director of Administration Dana Hinman, Economic Development Manager Doug Lein, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Transportation Manager Jeff Herb, Human Services Manager Erica Azcueta, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS

Revised pages substituting page 27 of the agenda packet relating to Human Services Grant Parameters and Comparative Human Services Funding in South King County were distributed.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Deputy Mayor Selection Ad Hoc Committee Report

Councilmember DaCorsi, Chair of the Deputy Mayor Selection Ad Hoc Committee, distributed the latest proposed modifications to the Council rules of procedures as they relate to the selection, role and duties of the Deputy Mayor.

Ad hoc committee members include Councilmembers Pelosa, Trout-Manuel, and DaCorsi.

Councilmember DaCorsi read through the proposed revised Section 12 of the Council Rules of Procedure:

Section 12 – Deputy Mayor

12.1 At the first regular meeting in January, the members of the City Council shall designate of their members as Deputy Mayor in accordance with the below selection process. It is provided, however, that if the circumstances hereafter exist that a quorum of the members of the City Council have not previously voted for or affirmed the below selection process, the process for selection of the Deputy Mayor shall be reconsidered by the City Council.

- A. The Deputy Mayor for the upcoming year shall be selected from among the current members of the City council based on seniority among the members of the City council who have not previously served as Deputy Mayor, or, if all members of the City Council have previously served as Deputy Mayor, then selection of the Deputy Mayor shall be based upon the member whose service as Deputy Mayor was most distant in time. Selection of Deputy Mayor shall thereafter rotate on an annual basis in accordance herewith.*
- B. Selection of Deputy Mayor shall thereafter rotate on an annual basis in accordance herewith.*
- C. Seniority shall be determined by:*
 - 1. the number of consecutive years, months, and days served;*
 - 2. If the number of consecutive years, months and days served by two or more members of the City Council are equal, the member of the City Council who received the greater/greatest number of votes in the most recent general election in which such members were elected to the City Council shall be deemed most senior.*
- D. If a Councilmember has previously served as Deputy Mayor, the Councilmember shall be ineligible to be designated as Deputy Mayor until all other members have been designated in seniority order to serve as Deputy Mayor.*

- E. *If a Councilmember declines the designation, the next senior Councilmember shall be appointed as Deputy Mayor. The process shall continue until the selection process is completed.*
- F. *If a Councilmember chooses to decline the appointment of Deputy Mayor, the Councilmember shall notify the current Deputy Mayor of that decision in writing prior to the first regular meeting that is held in January of each year.*
- G. *If all eligible Councilmembers decline the designation, the Councilmember(s) serving previously as Deputy Mayor shall be eligible to be appointed, consistent herewith.*
- H. *The Deputy Mayor shall serve at the pleasure of the Council.*
- I. *In the event of the absence or unavailability of the Deputy Mayor, the longest serving member of the City Council, other than the Deputy Mayor, shall serve as interim Deputy Mayor until the return of the regular Deputy Mayor.*
- J. *If the designated Deputy Mayor is unable to serve the full term of the appointment, the Council shall designate the next senior member of the City Council as Deputy Mayor. If the appointment is declined, the process shall continue until a Deputy Mayor is designated.*
- K. *In the event that the Deputy Mayor rotation and selection process results in the assigned Deputy Mayor's failure to perform the duties of the position, or a failure to act in accordance with the City Council Rules of Procedures, the City Council shall take the necessary and appropriate actions to remove the Deputy Mayor and assign the next senior Councilmember, in rotation, as Deputy Mayor.*

Pro Tempore Appointments. RCW 35A.12.065 (for reference only)

The Deputy Mayor shall perform the following duties:

- A. *Deputy Mayor*
 - 1. *In the event of a prolonged absence or incapacitation (a state of disability that prohibits*

the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.

- a) A prolonged absence is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses not requiring an absence of more than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences are not considered prolonged absences.*
 - b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is not physically present in the city, the Deputy Mayor in consultation with the Mayor shall act as Mayor until the return of the Mayor.*
 - c) Other situations requiring a designation of such duties shall be determined by the Mayor.*
- 2. In performance of the duties of the Mayor, the Deputy Mayor shall not have authority to appoint, remove, replace or take other similar action on any director and/or employee of the City.*
 - 3. The Deputy Mayor shall not have veto authority for actions that may be taken by the Council.*
 - 4. Be aware of City, regional and intergovernmental policies and activities in order to properly execute the role of the Mayor.*

B. Deputy Mayor Duties

- 1. The Deputy Mayor shall serve as the head of the legislative branch of City government, provided that the Mayor shall preside over regular meetings of the City Council.*
- 2. In cooperation with the Mayor and Special Focus Area group's chairpersons and with assistance from Administration, create and establish agendas for all study sessions.*
- 3. Serve as the chair and presiding officer for all Council study sessions.*
- 4. Preserve the decorum and order at all Council study sessions.*

5. *Serve as the ex-officio member of Council ad hoc committees.*
6. *Serve as the Councilmember overseeing the activities of and providing guidance to the Junior City Council.*
7. *Assist in new Councilmember training.*
8. *Serve as the liaison between the City Council and the Mayor and be a conduit between the City Council and the Mayor on issues or concerns of the Council.*
9. *Facilitate any issue related to Councilmembers conduct and/or actions that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1).*
10. *Conduct regular and periodic meetings with individual Councilmembers to address Councilmember issues, concerns, legislative processes, Councilmember proposals, Councilmember training, and other similar related items. Deputy Mayor group meetings with Councilmembers shall not have more than two Councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.*

Councilmember DaCorsi noted the designation of Mayor Pro Tem and Council President was removed.

Councilmember DaCorsi reviewed the provisions related to prolonged absences of the Mayor and Deputy Mayor duties.

Deputy Mayor Wales agreed with the concept of Section A.1.a relating to prolonged absences of the Mayor, but suggested rewording it.

Deputy Mayor Wales also questioned the purpose of Section B.1 relating to the Deputy Mayor's duties. City Attorney Heid stated the purpose of the provision is to identify the Deputy Mayor as the head of the legislative branch of government but to provide additional clarification that the Mayor presides over the regular City Council meetings. City Attorney Heid will provide further clarifying language.

Councilmember Holman noted the ad hoc committee met just prior to tonight's study session meeting. He suggested additional time to review the proposed amendments to the Council rules.

Councilmember Holman expressed concern with proposed selection process for Deputy Mayor. Councilmember Holman stated he believes the proposed seniority system is un-democratic. He stated the proposed selection process is far more complex than it needs to be; and he spoke in favor of the nomination process.

Councilmember Pelosa spoke in favor of the proposed changes and encouraged Council to move the proposal forward for Council action.

Deputy Mayor Wales questioned whether proposed section 12.1(D) is illegal. City Attorney Heid stated the section is not; it is a process that would be implemented by the Council for a future Deputy Mayor. City Attorney Heid stated the proposed process is not the most common way for City Councils to select their Deputy Mayor. City Attorney Heid stated that if the process, if adopted, has not been approved by a majority of a future City Council, it will need to come back to the City Council for consideration.

Mayor Backus reminded that Councilmember Baggett will be absent from the next regular City Council meeting.

Councilmember Trout-Manuel stated she believes the past Deputy Mayor selection processes, while she has been on the Council, have been a popularity contest. Councilmember Trout-Manuel stated Councilmembers already knew before-hand who would serve as Deputy Mayor. Councilmember Trout-Manuel spoke in favor of the seniority selection process. Councilmember Trout-Manuel suggested the proposed amendments to the Council rules move forward for Council action.

Councilmember DaCorsi questioned whether proposed section 12.1 (D) is in conflict with RCW 35A12.065. City Attorney Heid stated the seniority selection process is not the most common way to select the Deputy Mayor. The most common way to select a Deputy Mayor is by a vote. There are some cities that have chosen alternative ways to select a Deputy Mayor, and as long as it is done by majority vote, they are not problematic.

Councilmember DaCorsi questioned whether the proposed rule would require a vote on the Councilmember who is automatically nominated due to seniority. City Attorney Heid stated the proposed rules do not call for an automatic vote. City Attorney Heid asked whether Council would be comfortable with a proposition that there shall be an automatic nomination of the most senior Councilmember and a vote.

Deputy Mayor Wales stated that her original concern was that campaigning for deputy mayor votes among the Council is wasted time. Deputy Mayor Wales stated she is in favor of a streamlined process that provides some predictability.

Councilmember DaCorsi proposed adding language that the senior most Councilmember shall be nominated as Deputy Mayor and shall be voted on.

Councilmember Holman stated he prefers ability for multiple nominations.

Councilmember Wagner spoke in favor of the automatic nomination for the most senior member and a Council vote on the nominations. He agreed with the proposal suggested by City Attorney Heid.

Councilmember DaCorsi stated the ad hoc committee will review the matter further and report back at the next study session.

B. Ordinance No. 6657 – Amendments to Auburn City Code 18.52 as it relates to the procedure for modifying commercial driveway throat depth

Assistant Director of Community Development Services Jeff Tate presented Council with handouts of visuals to illustrate the concept of commercial driveway and throat distances. Currently, the city code allows a 40-foot setback for commercial drive aisle throat depth. The 40-foot setback allows for ample queuing length for two vehicles so that traffic does not back up on to the street. Generally, this is an appropriate design consideration for commercial parking lots and driveways. However, for commercial lots that are small or lack much depth, the 40-foot commercial throat depth becomes a design challenge. In these cases, staff believes that an alternative design can be developed that incorporates adequate queuing space within the commercial parking lots.

Currently, the city codes allows modification to the 40-foot setback, but it must be achieved through a variance application to the Hearing Examiner. The timeline associated with the Hearing Examiner process can be three to four months. Staff recommends changing the process to allow administrative review of any reduction in throat depth and grant the City Engineer with the authority to make the decision. It would be a simplified method for considering a different approach.

Councilmember Wagner stated the variance process is too cumbersome to address this type of issue.

In response to questions from Deputy Mayor Wales, Assistant Director Tate stated a customer can appeal the administrative decision to the Hearing Examiner. Also, structural alterations would not trigger the 40-foot throat depth standard on current uses. If a business alters the layout of their parking lot, the standard would be triggered then. Deputy Mayor Wales stated she believes that none of the Starbucks Stores in Auburn meet the 40-foot throat depth standard.

Councilmember Pelosa spoke in favor of the ordinance as it reduces costs and streamlines the process.

C. Tourism Update

Economic Development Manager Doug Lein updated the Council on work that is being done by the Auburn Tourism Board.

Manager Lein presented the new tourism web site: ExploreAuburn.com and explored the web page on line.

In response to questions from Councilmember Trout-Manuel, Manager Lein stated there are currently 624 hotel rooms in Auburn, and three additional hotels will be in construction to bring total hotel rooms up to 945 next year.

Manager Lein played a new tourism video released on Friday.

Councilmember Pelosa noted the Auburn Farmers Market is not highlighted on the tourism web page.

Manager Lein reported the web page is available in seven languages.

Manager Lein reported the cost of the web site development was \$25,000.00 and the video production and the filming was \$15,000.00. The amounts were approved in the tourism budget last year.

IV. HEALTH AND HUMAN SERVICES DISCUSSION ITEMS

Councilmember Trout-Manuel, Chair of the Health and Human Services Special Focus Area, presided over the discussion of the Special Focus Area Items.

A. Staff Resources for Regional Domestic Violence Committee

City Attorney Heid thanked the Council for funding an additional prosecutor beginning in the year 2017. The prosecutor position was recently filled, and the vacant Domestic Violence Victim Advocate position was recently filled as well. City Attorney Heid assured the Council that now that the department has a full complement of staffing, at least one person will be attending regional domestic violence advocacy meetings in the future.

B. Assistance for Undocumented Residents

Director of Administration Hinman and Human Services Manager Azcueta presented PowerPoint slides as part of their presentation on assistance for undocumented residents.

Currently, the City of Auburn provides human services funding to two organizations that directly provide services for immigrant and refugee populations: Eastside Legal Assistance Programs and Ukrainian Community Center of Washington. The City also refers those in need to area organizations that specialize in that area.

Examples of other immigrant resources in Auburn include: Healthy Auburn Task Force, Auburn School District, and Jubilee Center/ The Episcopal Church of St. Matthew.

Councilmember Wagner inquired whether there are any job seeking services. Manager Azcueta stated job training services are open to the general public and are not targeted to immigrant and refugee residents. Councilmember Wagner stated job seeking services appear to be an unmet need.

Deputy Mayor Wales suggested identifying the population groups targeted by each human services provider.

Deputy Mayor Wales stated that services, where possible, should be locally provided and easily accessible.

C. Human Services Grant Parameters for 2019-2020

Director of Administration Hinman and Human Services Manager Azcueta presented PowerPoint slides as part of their presentation on Human Services Grant Parameters for 2019-2020.

As the City enters into a new funding cycle in the next year, City Council requested a review of the funding priorities for future grants. The current priorities are: poverty reduction, child abuse and neglect, domestic violence and sexual assault prevention and services, and health care. These priorities were set many years ago by previous City Council action.

Director Hinman stated that the Council, and previous Councils, have allocated one percent of the actual prior year's General Fund expenses for human services funding. For example, in budgeting for 2017 human services, one percent was calculated on actual 2015 General Fund expenditures, which was \$58 million. Funds are allocated via a biennial, competitive application cycle and are awarded to programs of nonprofit organizations that serve Auburn residents.

Councilmember Wagner suggested consideration for adding "food" as a human services priority.

Deputy Mayor Wales recommended the Council revisit the human services funding priorities. She suggested homelessness and food as additional priorities.

Director Hinman reviewed the human services per capita spending estimate of Auburn to other cities in the region. Auburn spends approximately \$7.47 per capita.

Councilmember DaCorsi suggested expanding the list of priorities and increase funding.

Deputy Mayor Wales recommended including mental health and dental care to the human services priority list.

Deputy Mayor Largo proposed keeping the senior center open seven days a week.

In response to questions from Councilmember Pelosa, Manager Azcueta stated agencies apply for funding and report on program results for each individual program under their purview. The City monitors and audits their programs throughout the year for compliance.

Director Hinman noted the 2017 human services funding is \$590,000.00. Director Hinman suggested Council set a formula or funding level as a policy.

Deputy Mayor Wales inquired regarding property the City owns that was to be used for domestic violence victim transitional housing. Director Hinman stated the property was empty for quite a few years until the City renovated it last year. The City is currently working with Mary's Place to find a family for the residence. Manager Azcueta stated the property was acquired many years ago with the use of Community Development Block Grant funds. Mary's Place will be responsible for the utilities when the family is placed.

Deputy Mayor Wales recommended setting an amount or formula for funding dedicated to human services funding each year.

Councilmember Wagner suggested the funding priority classification of poverty reduction is too broad.

Deputy Mayor Wales stated she and Councilmember Trout-Manuel meet with Director Hinman and her staff next week. She suggested human services priorities and funding should come back to a future study session.

Director Hinman urged the Council to review the priorities but to also consider a policy on the level of human services funding and the formula for determining the funding level.

Councilmember Wagner spoke regarding the contribution of the faith community and the need to ensure the City does not duplicate their efforts.

D. Proposed Community Development Block Grant (CDBG) Funding Action Plan

Director of Administration Hinman and Human Services Manager Azcueta presented PowerPoint slides as part of their presentation on the CDBG Action Plan.

The Annual Action Plan is a requirement of all CDBG entitlements to receive their annual funding allocation. The 2017 Action Plan details the projects that will be completed using CDBG funds by the end of the program year. The anticipated funding level is \$428,000.00.

City of Auburn 2017 Action Plan recommendations include:

\$228,000.00 Housing Repair
\$ 54,000.00 Healthpoint
\$ 10,000.00 Multiservice Center Employment Training Program
\$ 20,000.00 GRC Small Business Assistance
\$ 40,000.00 Sidewalk Improvement Project
\$ 75,000.00 Administration

Director Hinman reviewed Housing and Urban Development's national objectives and eligibility criteria.

Deputy Mayor Wales spoke in favor of the housing repair program as it can prevent homelessness. Deputy Mayor Wales noted the new president of the Lions Club has been able to receive a waiver of permit fees for the Lions Club program to install ramps. Deputy Mayor Wales inquired whether the City's housing repair program is able to mitigate the permit costs. Mayor Backus indicated Assistant Director of Community Development Services Tate implemented a policy for waiving permit fees for all non-profit organizations.

Councilmember Pelosa noted that veterans who obtain a prescription from their physician for a home ramp can have a ramp installed at no cost to the veteran.

Director Hinman questioned whether the Council would prefer to focus CDBG funds on community development projects rather than human services projects. She stated that past practice has been focused too heavily on human services and has caused issues with

timeliness of spending funds. Refocusing on spending the federal dollars in a more efficient way can create more capacity of other funding streams.

Councilmember Holman suggested using CDBG funds for economic development such as the façade improvement program.

In response to questions from Councilmember DaCorsi, Manager Azcueta reported human services staff, under the housing repair program, work closely with code enforcement and other community partners to ensure low to moderate income residents have a safe home to reside in.

In response to a question from Councilmember Trout-Manuel, Manager Azcueta advised the Les Gove Park restroom project is currently going through its environmental review comment period.

V. OTHER DISCUSSION

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

Councilmembers reviewed the matrix and confirmed the following: the follow-up on the shopping cart discussion will be on August 28th, the airport briefing was completed and can be removed from the matrix, the district court briefing will be on August 28th, a new item regarding the City's properties where houses were removed on 104th and 102nd should be added to an upcoming Public Works special focus area, and assistance/legal rights for undocumented residents should remain on the Human Services special focus area.

VIII. ADJOURNMENT

There being no further discussion, the meeting adjourned at 7:58 p.m.

APPROVED this _____ day of _____, 2017.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



**CITY COUNCIL STUDY SESSION AND
SPECIAL FOCUS AREA
JUNE 12, 2017 – 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Deputy Mayor Largo Wales called the study session meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel, and Rich Wagner.

City officials and staff members present included: Mayor Nancy Backus, Assistant Director of Community Development Services Jeff Tate, Finance Director Shelley Coleman, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Innovation and Technology Ashley Riggs, Police Commander Mike Hirman, Assistant City Attorney Jessica Leiser, Traffic Engineer James Webb, Director of Administration Dana Hinman, Economic Development Manager Doug Lein, Street Systems Engineer Jai Carter, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS

A. SR 164 East Auburn Access Project Briefing

Jerry Henke, Chief Investment Officer for the Muckleshoot Indian Tribe, Jeanne Acutanza representing the Transpo Group, and Hung Huynh of the Washington State Department of Transportation presented an update of the SR 164 East Auburn Access Project.

Ms. Acutanza, Transportation Planner/Traffic Engineer with the Transpo Group, reviewed the scope of the presentation and gave a brief background.

The purpose of the SR 18/SR 164 East Auburn Access project is to develop a sustainable and long-term solution that:

- Improves travel reliability for people and goods
- Accommodates current travel demand for freight trucks, transit and passenger vehicles
- Accommodates future travel demand for freight trucks, transit and passenger vehicles associated with regional and local growth
- Supports the population growth, well-being, and economic development of south King County populations, including Muckleshoot Indian Tribal members and the communities of Auburn and Enumclaw
- Enhances safety
- Improves emergency response

Three related processes for selecting the best project alternative:

- Practical Solutions:
 - Looking at improvements to the existing roadway network before considering new roadways
 - This step is a required part of Connecting Washington Partnership grant funding
- Environmental Documentation:
 - Environmental Impact Statement
- Interchange Justification Report
 - If a new bypass roadway is selected

Representative steps for the related processes are:

- Assemble a Multi-agency Interdisciplinary and Stakeholder Advisory (MAISA) Team including MIT, WSDOT, Auburn, Enumclaw, King County, PSRC and FHWA
- Identify baseline/contextual need
- Initial FHWA/WSDOT Coordination
- Draft Purpose and Need and Stakeholder/Public Communications Plan
- Select design controls compatible with the context
- Preliminary range of solutions defined
- Select design elements employed and/or changed by the selected alternative(s)

- Determine design element dimensions consistent with the alternatives' performance needs, context, and design controls
- Complete NEPA EIS and Interchange Report

The project is in the midst of the stakeholder/public communications plan.

The general project evaluation criteria for potential solutions will include:

- Accommodates Future Growth
- Reduces Congestion/Improves Mobility
- Improves Safety
- Provides Redundancy and Reliability

Councilmember Wagner questioned whether subjective criteria, such as impact to others, should be considered. Ms. Acutanza indicated the scenario would likely be reviewed under environmental and other reviews.

Ms. Acutanza explained that part of the requirements of an interchange justification report process is to look at local street system improvements for potential solutions. Some of the potential improvements come from the City's Comprehensive Plan, and include:

- R Street Underpass to M Street
- New East/West connections in large undeveloped areas
- Intersection Improvements at M Street and Auburn Way South (SR 164)
- R Street connections that create new east west connections from R Street to M Street at 12th and 6th Streets SE

Ms. Acutanza also reviewed potential mid-point access on SR 18 as well as a full interchange from SR 18.

Next steps include:

- Continued coordination with partners
- Initial outreach to public and stakeholders
- Alternatives development and evaluation, public outreach

- Documentation of preferred alternative
- Finalize design and permitting, public outreach
- Pursue full funding
- Acquire right-of-way
- Construction public outreach and construction

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Update on the Day/Night Shelter Operations

Director of Administration Dana Hinman, along with Valley Cities Counseling and Consultation Executive Director Ken Taylor, Auburn Food Bank Director Debbie Christian, and Police Commander Mike Hirman, provided the Council with an update on the homeless day and night shelter operations.

Mr. Taylor recalled the City of Auburn convened a Homeless Task Force in 2016, and the highest priority from the Task Force was to increase shelter options. Mr. Taylor stated he believes about 95 percent of the homeless in Auburn are Auburn residents, and he estimated 200 children in Auburn are homeless on any given night.

Mr. Taylor proposed creating a day shelter, open business hours Monday-Friday, 9:00 a.m. to 5:00 p.m., with the hope that sufficient funds would be available in the future to make it a seven day operation.

Currently, Valley Cities Counseling and Consultation has 49 residential units—25 at Valley Cities Landing (divided between veterans and the mentally ill) and 24 units of homeless housing for youth and young adults. Mr. Taylor also reported that the Valley Cities Outpatient Clinic on I Street NE serves at least several hundred people each month that are homeless from the city of Auburn.

Mr. Taylor stated the I Street NE location is a good location for a shelter because of the number of social service agencies and other services located nearby. Mr. Taylor stated he has worked with the Police Department regarding establishing permits for the site and worked with Cascade School to create a safety plan.

Debbie Christian, Director of the Auburn Food Bank, spoke in favor of the shelter where hygiene and laundry services will be available. Ms. Christian spoke about the need to return self-esteem and hope back to the homeless.

Commander Hirman reported the Police Department is assisting in putting a code of conduct together and establishing a presence.

Councilmember Wagner inquired whether there are any plans for security staff. Mr. Taylor responded that Valley Cities currently has professional security on site 16 hours a day, and he indicated a willingness to expand the security detail.

Deputy Mayor Wales requested a copy of the Task Force proposals and price estimates.

Mr. Taylor stated if the shelter program is expanded to a night time shelter, he proposed the shelter be hosted by Valley Cities at their office community rooms on I Street NE with Catholic Community Services providing the night shelter services including screening and monitoring. The three community rooms at the I Street NE location have a private entrance on the north side of the building and have private restrooms and a small kitchen facility.

In response to comments by Deputy Mayor Wales, Mr. Taylor stated he anticipates the involvement of many churches and many civic organizations.

Mr. Taylor stated that Valley Cities has 375 employees locally, and he anticipates the level of staffing to increase over the next year to approximately 600 full and part-time professional staff. Valley Cities is opening an additional 100 beds—68 detox beds in Beacon Hill and 32 psychiatric hospital beds in Kent.

Ms. Christian described the screening processes for the day and night shelter. She envisioned the shelter to have low barrier screening much like the emergency shelter.

Deputy Mayor Wales stated that many parents she has spoken to have expressed concern that the shelter would be located near Cascade Middle School. She encouraged Mr. Taylor to reach out to the school as soon as possible.

Mr. Taylor reported the shelter is waiting for the final on a Puget Sound Energy permit and anticipates a possible soft opening of the shelter in about a month.

B. Deputy Mayor Selection Ad Hoc Committee Report

Councilmember DaCorsi, chair of the ad hoc committee, presented proposed revised amendments to Section 12 of the Council Rules of Procedure, and briefly reviewed the most recent revisions (dated 6/7/17).

In relation to the Mayor Pro Tem duties in the event of the absence or incapacitation of the Mayor, Mayor Backus advised that the Mayor is working during out of state travel or out of country travel.

Assistant City Attorney Leiser stated that by statute the Mayor Pro Tem is a different function than the Council President or the Deputy Mayor. Mayor Pro Tem, by statute, has to be voted on by a majority of the Council. In the proposed scenario, it is possible that a sitting Councilmember could never have had an opportunity to vote on the Mayor Pro Tem.

Councilmember DaCorsi acknowledged Assistant City Attorney Leiser's comments and stated that the proposed revisions could stand if the term "Mayor Pro Tem" was removed from the duties of Council President, and when the need for a Mayor Pro Tem arises, the Council would vote on who that would be.

Councilmember Holman thanked the ad hoc committee for its work on the proposed revisions to the Council rules. He expressed concern that of the cities compared, only one city uses a seniority system for selecting its Deputy Mayor. Councilmember Holman spoke in favor of retaining the current selection process.

Councilmember Trout-Manuel stated the Deputy Mayor has not been used as Deputy Mayor while other Councilmembers have been used to fill in for the Mayor.

Councilmember DaCorsi stated the proposed seniority selection system would eliminate the competition for the position of Deputy Mayor and would provide stability.

Councilmember DaCorsi recommended the ad hoc committee re-draft the language for discussion at a later study session.

Deputy Mayor Wales stated that as Deputy Mayor she is not notified or included in the things she should be as Deputy Mayor, the schedule is gerrymandered so she cannot be included, and some of the Deputy Mayor functions are given to other

Councilmembers. Deputy Mayor Wales spoke in favor of the ad hoc committee's proposal for selecting a Deputy Mayor.

Councilmember DaCorsi encouraged all Councilmembers to review the duties of Council President. Councilmember DaCorsi anticipates discussion at one more study session in July and then to the full Council for action.

At 7:19 p.m., Deputy Mayor Wales recessed the meeting for a ten minute intermission.

Deputy Mayor Wales reconvened the meeting at 7:26 p.m.

C. Ordinance No. 6654 – Procedures Used for Processing Final Plat Approvals

Assistant Director of Community Development Services Jeff Tate presented Ordinance No. 6654, relating to procedures for processing final plat approvals. He reminded that the Council discussed the concept at a prior meeting.

Senate Bill 5674 was passed into law earlier this year and establishes an option for local governments to change final plat approval from a City Council action to an administrative action. Ordinance No. 6654 implements the change and also includes some housekeeping changes.

D. Ordinance No. 6655 – Rezones to be Reviewed and Considered Concurrently with Comprehensive Plan Map Amendments

Assistant Director of Community Development Services Jeff Tate presented Ordinance No. 6655, relating to rezones to be reviewed and considered concurrently with Comprehensive Plan map amendments. He reminded the Council discussed the concept about six weeks ago. The proposed change simplifies the process and improves efficiency.

E. 2018-2023 Transportation Improvement Plan Update

Assistant Director of Engineering Services/City Engineer Gaub and Traffic Engineer James Webb reviewed the 2018-2023 Transportation Improvement Plan update.

Council previously discussed the update to the six year Transportation Improvement Program (TIP) on May 22nd.

Traffic Engineer Webb reviewed the memorandum in the agenda packet including a summary of proposed amendments to the TIP.

The public hearing on the TIP is scheduled for June 19, 2017.

F. Feature Project Presentation, CP1520 – B Street NW Reconstruction Project

Assistant Director of Engineering Services/City Engineer Gaub and Street Systems Engineer Jai Carter presented information on the B Street NW Reconstruction Project, including the project background, construction techniques utilized for the project, and traffic impacts.

Bids for the project will be opened on Thursday.

The B Street NW Reconstruction Project includes rebuilding B Street NW between 37th Street NW and 49th Street NW, replacing sanitary sewer main along 49th Street NW and installing new sanitary sewer main along B Street NW. The project will also repair damaged sidewalk, curb and gutter, upgrade several driveways to be compliant with ADA requirements, replace curb ramps to be compliant with ADA requirements, and address drainage issues along the corridor.

B Street NW currently has a pavement condition index rating of less than 1, and is effectively the worst street in Auburn. The project construction estimate is \$3.3 million, and staff anticipates bid award on June 19th with construction beginning mid to late July.

The roadway will be reconstructed using the full depth reclamation (FDR) process. The FDR process reduces the cost of the project by \$1 million and saves construction time of approximately two months. The FDR process is a “green” construction process and recycles a lot of the material in place and uses a lot less fuel in production and hauling materials. Engineer Carter displayed a PowerPoint of the FDR process.

During the project, traffic will need to be re-routed and detoured throughout the project. During sewer main, driveways and curb ramp construction, traffic will be routed in both directions, in a

single lane with alternating traffic pattern for approximately five to six weeks. During full depth reclamation construction, full closure of the roadway will be needed up to five weekends. During cure of cement treated base, traffic will be routed one-way in the southbound direction while northbound traffic is detoured.

IV. FINANCE AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

Councilmember Baggett, Chair of the Finance and Economic Special Focus Area, presided over the discussion of the Special Focus Area items.

A. 1ST Quarter 2017 Financial Report

Finance Director Coleman reviewed the first quarter 2017 financial report based on financial data available as of April 26, 2017 for the period ending March 31, 2017 and sales tax information representing business activity that occurred through January 2017.

Through March 2017, General Fund revenues totaled \$12.0 million compared to a budget of \$11.8 million and were \$408,000.00 higher than the revenues collected during the same period last year.

General Fund expenditures through the first quarter of 2017 totaled \$15.1 million compared to a budget of \$16.2 million, representing 6.7% less than year-to-date budget. The Street Department exceeded their first quarter budget due to higher than average maintenance and repair activity, including patching and traffic control on 15th Street SW, guardrail repair on Lake Tapps Parkway, and the replacement of several light poles.

Director Coleman pointed out that sales tax revenue on construction, which is transferred to the Local Street Fund (Fund 103) for local street repair and maintenance, totaled \$629,000.00, which is \$104,000.00 more than what was collected in first quarter 2016 and is \$231,000.00 higher than budgeted.

Director Coleman noted a correction needed to the report related to impact fees and that much of what appears in fire impact fees should be in transportation impact fees.

B. Resolution No. 5302 – Lodging Tax Advisory Committee Grant Funding Disbursements Recommendations

Economic Development Manager Lein presented the annual recommendation from the Lodging Tax Advisory Committee (LTAC) for lodging tax grants.

The 2017 Budget included \$10,000.00 in grants to be awarded to qualified activities. The recommendations are as follows:

Veterans Day Parade:	\$2,500
Petpalooza:	\$2,500
Tough Mudder:	\$5,000

V. OTHER DISCUSSION

Councilmember Holman reminded that tomorrow is the 126th birthday of the City of Auburn.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

Councilmember Pelosa requested the addition of “Pet Licensing” to the August 28th Municipal Services Special Focus Area or to an earlier meeting under the general study session.

VIII. ADJOURNMENT

There being no further discussion, the meeting adjourned at 9:00 p.m.

APPROVED THIS _____ DAY OF _____, 2017.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



City Council Study Session
November 9, 2015 - 4:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 4:34 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, Human Resources and Risk Management Director Rob Roscoe, Chief of Police Bob Lee, Assistant Director of Community Development Services Jeff Tate, Parks, Arts and Recreation Director Daryl Faber, City Attorney Daniel B. Heid, Director of Administration Dana Hinman, Arts Coordinator Maija McKnight, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant City Engineer Jacob Sweeting, Economic Development Manager Doug Lein, Finance Director Shelley Coleman, Arts and Events Manager Julie Krueger, Parks Planning and Development Manager Jamie Kelly, Innovation and Technology Director Paul Haugan, Financial Planning Manager Bob Brooks, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Draft Comprehensive Plan - Land Use Element (30 Minute Presentation / 30 Minute Q&A) (Snyder)

Assistant Director of Community Development Services Tate reviewed the draft Comprehensive Plan Land Use Element. He briefly reviewed the schedule for the Comprehensive Plan review and the framework of the Comprehensive Plan document. The Land Use Element was presented to the Planning Commission previously for their review.

The Land Use Element has two primary goals: connecting land use policies to values and aligning community input with City Vision.

The Land Use Element establishes all land use designations within

the City of Auburn and provides general descriptions and policies that are intended to serve as the basis for mapped zoning designations and codified development regulations. The Land Use Element establishes broad land use categories for residential, commercial, industrial, institutional/open space, and overlays. Within each land use designations are value statements, general land use policies, characteristics, and sub-designations.

Assistant Director Tate stated there are emphasis areas throughout the Land Use Element. Themes that run throughout the land use designations include: connectivity, quality, creativity, diversity, sustainability, efficiency, environment, interactive, economy, safety, healthy, and preservation. The Land Use Element and its themes seek better outcomes for land use activities and development.

Assistant Director Tate displayed the "Future Land Use Map" from the Core Plan. He noted minimal changes are proposed to the map. There are proposed changes to the Environmental Park (EP) Zone, C-2 Zone, and Institutional designation. The element includes several emphasis areas (overlay designations), impression corridors and important gateways.

Assistant Director Tate reported the City has received several comment letters regarding the draft Comprehensive Plan, including a comment letter from the Puget Sound Regional Council (PSRC).

Councilmember Wagner questioned the residential transition zone. Assistant Director of Community Development Services Tate explained the land use designation for residential transition does not exist currently. It is a hybrid zone that allows a good transition between two land use designations.

Councilmember Osborne questioned the current schedule for review of the Comprehensive Plan. Councilmember Osborne suggested the Planning Commission move its hearing date to a date before the scheduled first reading of the ordinance by the City Council.

Councilmember DaCorsi questioned the financial institutions' support of preservation of the building stock. Director Snyder stated the City has a regional obligation to focus on housing preservation. The City has met its affordable housing requirements and is now focusing on housing preservation. Financial institutional support will need to be developed.

B. Draft Comprehensive Plan - Housing Element (10 Minute Presentation / 20 Minute Q&A) (Snyder)

Assistant Director Tate explained the Housing Element is a Growth Management Act mandated element of the Comprehensive Plan. The City used an outside consultant to develop the Housing Element for the Comprehensive Plan. The Consultant did an extensive outreach process that included broad surveys and targeted approach. The City of Auburn is a diverse, affordable community, with a significant amount of older housing stock and a variety of housing types that are necessary for the community. The priorities for the plan include healthy homes and neighborhoods, variety of housing options, quality housing, attainability, special needs housing, supportive services, partnerships within the community and monitoring.

Councilmember Wales asked if the Council goal of a healthy Auburn was incorporated into this element. Assistant Director Tate stated it is one of the seven values that the City used to develop the element.

Councilmember DaCorsi stated there will be a future need for additional low income housing and transitional housing.

C. Resolution No. 5173 (15 Minute Presentation / 15 Minute Q&A)
(Faber)

A Resolution of the City Council of the City of Auburn, Washington authorizing the Mayor and City Clerk to execute an agreement between the City of Auburn and the Auburn Symphony Orchestra for tourism promotion services

Director Faber introduced Lee Valenta, Nancy Colson, and Linda Bielejec from the Auburn Symphony.

Ms. Colson shared the history of Auburn Symphony. She explained the symphony provides symphony concerts and chamber concerts in the community. The Auburn Symphony attracts visitors to the community and encourages economic development.

Ms. Valenta, General Manager of Auburn Symphony, reviewed the Auburn Symphony budget.

Ms. Bielejec, President of the Board of the Orchestra, reviewed the process for selecting a new music director and conductor. She explained guest conductors will be utilized, for early season events, the musicians will have significant input on selection of new music director.

Councilmember Wales requested a more prominent display of City of Auburn's sponsorship in the symphony's advertisements.

Councilmember Osborne asked how much is spent for marketing.

Director Faber explained under the new contract for this coming year, funding will be for organizational support and will not be restricted to certain expenses.

- D. Les Gove Community Campus Master Plan and Excess Community Center Budget Projects Discussion (45 Minute Presentation / 15 Minute Q&A) (Faber)

Director Faber introduced Guy McMichaelson, principal for the Berger Partnership, the consultants for the Les Gove Park Master Plan.

Mr. McMichaelson presented Council with the Les Gove Park Draft Master Plan.

Assistant City Engineer Sweeting presented Council with information regarding the Community Center Contingency funding. These funds are available because the Community Center bids came in below engineer estimates. One of the projects the City is considering to undertake with the contingency funding is the extension of H Street SE. This would support the Community Center and the Master Plan.

- E. Economic Development Update – End of 3rd Qtr. 2015 (10 Minute Presentation / 10 Minute Q&A) (Hinman)

Deputy Mayor Holman recessed the Study Session for a five minute intermission at 7:15 p.m. Deputy Mayor Holman reconvened the Study Session at 7:20 p.m.

Economic Development Manager Lein presented the third quarter statistics for 2015 compared to 2014. He reviewed the single family housing and commercial permits and permit values, the number of new business licenses, the real estate excise tax revenue and the sales tax revenue. He reviewed the updates on various developments within the City and expected expansions within the downtown area. He stated the Economic Development 10 Year Strategic Plan is underway, the General Services Administration's RFP is anticipated to be out in 2016 and the 2016 Business Development Workshop schedule will be finalized and released by December 1, 2015.

- F. Mid Term Budget Amendment Presentation (20 Minute Presentation / 20 Minute Q&A) (Coleman)

Director Coleman and Assistant Director Brooks reviewed the mid-term budget amendment. The mid-term budget amendment (BA #4) is scheduled to be presented to Council on November 16, 2015. Director Coleman provided Council with an overview of the major elements of the mid-term adjustment, including changes that occurred in 2015 for which there is an ongoing fiscal impact, the

carry forward of capital projects that are not anticipated to be completed in 2015, establishing budget authority for new programs in 2016, and other changes in 2016.

Councilmember Osborne stated the City needs to ensure the King County Health building is purchased with a free title.

Councilmember Wagner asked about the increase in transit costs. Assistant Director Gaub explained the 910 and 497 routes are to be added back.

III. OTHER DISCUSSION ITEMS

There was no other discussion.

IV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:10 p.m.

APPROVED THIS _____ DAY OF _____, 2017.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



City Council Study Session
October 12, 2015 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 5:30 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Police Chief Bob Lee, IT Director Paul Haugan, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering and City Engineer Ingrid Gaub, Assistant Engineer Jacob Sweeting, Director of Administration Dana Hinman, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. King County Tax Assessor's Valuations for the City of Auburn (10 Minute Presentation) (Hinman)

Phillip Sit, King County Assessor's Office

Philip Sit from the King County Assessors Office presented a PowerPoint showing the Localscape program. The program allows residents to view property values, sales in the area, foreclosures, and economic changes.

B. Affordable Housing Guidelines (20 Minute Presentation/ 20 Minute Q&A) (Hinman)

Kelly Rider, Policy Director for the Seattle/King County Housing Consortium, Mark Ellerbrook Regional Housing Manager, Rich Swicker, Senior Policy Analyst for the Washington State Housing Finance Commission and Megan Hyla, Director of Policy of Intergovernmental Affairs for the King County Housing Authority presented information on affordable housing.

Ms. Rider explained the housing needs in South King County. The types of people who need housing are the homeless, single parents, older adults, people with disabilities and large families. The type of

help varies from a hotel room for a short time to assistance with homeownership.

Ms. Rider said the definition of affordable housing varies by entity. The King County Housing Consortium defines affordable housing as 30% or less of your income, more than 30% of your income is considered a cost burden and over 50% of your income is considered severely cost burdened by housing costs.

Mr. Ellerbrook reviewed the programs offered by the King County Department of Community and Human Services Housing Program. They provide a capital grant for affordable housing projects, a housing repair program, and a Credit Enhancement Program. New funding resources include the Lodging Tax Bonding Program and the Regional Equitable Development Initiative Fund.

Mr. Zwicker reviewed what is causing the lack of affordable housing and how affordable housing is funded and why affordable housing is important to each city. He explained what can be done at the local level to preserve the housing stock. He explained what the Washington State Housing Finance Commission (WSHFC) program offers homebuyers. They also offer assistance to non-profit facilities for bonding, and data and policy review.

Ms. Hyla reviewed the Section 8 Program, public housing and the work force housing. The Housing Authority opened up the Section 8 Housing Voucher waitlist for two weeks. They received over 22,000 applications for 2,500 spots. Of those application 871 were residents from Auburn, 89 were seniors, 334 were people with disabilities and the rest were families with children. Only 98 of the 871 applicants were added to the waitlist. She reviewed the pilot program for the Student and Family Stability Program.

Councilmember Peloza noted that this is a serious problem in King County. He is concerned about the number of Auburn residents that did not make Section 8 waitlist.

Councilmember Trout asked if there is any tracking of the families that do not meet the requirements to be added to the waitlist. Ms. Hyla stated there is no tracking of applicants that have not been added to the waitlist.

Councilmember DaCorsi noted the Green River Homes project took seven years to get to construction. He said the issue the City of Auburn has is the need. The King County Housing Authority cannot increase the number public housing assistance vouchers. People can be on the waiting list for many years. He asked the panel what cities can do to help the legislature understand what needs to be

done to help. Ms. Rider stated working with other cities and legislators in the region to help the Federal Government know that the region is committed to working on affordable housing and that the Federal Government needs to be committed also.

C. Job Order Contracting (15 Minute Presentation/ 15 Minute Q&A) (Snyder)

Assistant Director Gaub and Assistant City Engineer Sweeting presented the job order contracting process.

Assistant City Engineer Sweeting explained the City uses three different procurement processes depending on the projected cost of the project. Informal quotes are for a single trade up to \$40,000.00, the small works roster is used for projects up to \$300,000.00 and the formal competitive bid process for the larger projects. The City is not currently using job order contracting. By RCW job order contracting can be used for work up to \$350,000.00 per task. He reviewed other cities using job order contracting and the requirements set by the state for using job order contracting. He reviewed the difference between job order contracting and the small works roster and the competitive bid process.

Councilmember Wagner asked if this process would reduce the availability of grants if the City uses job order contracts. Assistant City Engineer Sweeting stated most grants have limitations. Currently staff is only looking to use this process for projects that are paid for by the City. Councilmember Wagner asked if this would require additional work with the State audit process. Assistant Director Gaub stated the process would be similar to the other processes and would not change the audit process. The benefit would be to staff time and internal costs.

Councilmember DaCorsi asked how the prices are set in the Job Order Contracting. Assistant City Engineer Sweeting stated staff would use the pricing from the Gordian Group that has a catalog of unit prices that are updated three times a year.

III. OTHER DISCUSSION ITEMS

Councilmember Pelosa requested the addition of the topic of "shopping carts" at a future Study Session. Mayor Backus offered to provide Council with a written update on the status of the program before it is presented at a Study Session.

Councilmember Pelosa also requested that a presentation on the Civil Air Patrol Program be included at a future Study Session.

IV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:00 p.m.

APPROVED THIS _____ DAY OF _____, 2017.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



City Council Study Session
September 28, 2015 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 5:30 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Police Chief Bob Lee, Assistant Chief of Police Bill Pierson, Innovation and Technology (IT) Director Paul Haugan, IT Operations Manager Ashley Riggs, IT Customer Support Manager Reba Stowe, Network Engineer Brian Garbarino, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Director of Administration Dana Hinman, Parks, Arts and Recreation Director Daryl Faber and City Clerk Danielle Daskam.

II. AGENDA MODIFICATIONS

Amendments to City Code related to charitable solicitations was added to the agenda.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Security Assessment Overview (15 Minute Presentation/10 Minute Q&A) (Haugan)

Director Haugan reviewed the security assessment the City plans to conduct in October 2015. The security assessment is only for information security not the physical security of staff or infrastructure. He reviewed the security threats and areas that the City needs to focus on.

Councilmember Wales asked how long the assessment will take and if it is currently budgeted. Director Haugan stated if they are able to start in October 2015 it should be completed by the end of the year.

Councilmember Pelozo asked how the City can be better about security and if staff has looked at the firms that provide cyber security. Director Haugan stated the City is in a good place with security but could be better because the hackers are always evolving, and the City needs to stay ahead of the hackers. Staff intends to have cyber security experts assist in the development of the new security platform for the City.

Councilmember Trout asked what type of threat the City is trying to prevent. Director Haugan stated there are security threats called Advance Persistent Threats; which are complex viruses that come into our system in several parts. The City needs to ensure the security environment is able to handle those types of threats.

B. Bicycle Officer Deployment Presentation (15 Minute Presentation/ 15 Min Q&A) (Lee)

Assistant Chief Pierson stated the first police bicycle unit started in 1993. There is increased citizen contacts with bicycle officers and bicycle officers act as surveillance for the downtown area. Assistant Chief Pierson stated it is important to give business owners, downtown citizens and the area parks a face to the police department and the bicycle units provides this. He reviewed shift schedules and staffing. There is a minimum of six patrol officers and a sergeant on each shift. There is an overlap of staffing during peak call times.

Councilmember Pelozo asked if the bike patrol shifts can be changed to address specific target areas. Assistant Chief Pierson said the bike units are able to be used as a directed patrol. The unit has been very effective when used in this manner.

Councilmember Wales stated she has called Valley Communications and has been told they are too busy and to call another time. Assistant Chief Pierson stated Valley Communications typically offers the City excellent service. Councilmember Wales asked if the bicycle officers are a part of the minimum staffing and if the officers stay in the same local area. Assistant Chief Pierson stated these officers are not a part of the minimum staffing and their full time assignment is to the bicycle unit.

Council discussed the need to possibly redistrict the police districts so the calls are more equal among the districts.

C. Amendments to City Code Relating to Charitable Solicitations

Director Snyder presented draft Ordinance No. 6573. Staff is suggesting changes to the definition of a charitable organization. It is difficult language to regulate. The suggested language change would allow staff to balance public safety while supporting the

charitable organizations.

Councilmember Wales stated having police monitor traffic is a good solution for the public safety concerns. She asked if a person would be able to use this amendment to the code to panhandle. Director Snyder stated the aggressive panhandling is managed under a separate portion of City Code and still would not be allowed.

IV. OTHER DISCUSSION ITEMS

Deputy Mayor Holman stated an inquiry has been made if the inmates in SCORE are enrolled in the Affordable Care Act. He stated according to SCORE, all inmates receive medical and psychiatric care. When inmates are discharged, they leave with a health care plan that includes enrollment into the Affordable Care Act, one week's worth of medications and a referral for medical treatment.

Mayor Backus stated staff will be sending out the Committee on Committees questionnaire again and asked each Councilmember to answer promptly.

V. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 6:35 p.m.

APPROVED THIS _____ DAY OF _____, 2017.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

August 2, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 444959 through 445237 in the amount of \$2,515,265.76 and eight wire transfers in the amount of \$1,117,200.98 and dated July 3, 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: August 7, 2017

Item Number: CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

August 2, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537433 through 537460 in the amount of \$736,092.99 and electronic deposit transmissions in the amount of \$1,633,203.00 for a grand total of \$2,369,295.99 for the period covering July 13, 2017 to August 2, 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: August 7, 2017

Item Number: CA.F



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1513

Date:

August 1, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve award of Contract No. 17-11, to the lowest responsible bidder for Project No. CP1513, 22nd Street NE and I Street NE Intersection Improvements (Project).

Background Summary:

The 22nd Street NE and I Street NE Intersection Improvements (Project) will improve the safety for drivers, pedestrians, and bicyclists crossing the intersection of 22nd Street NE and I Street NE by constructing a single lane roundabout in place of the existing all-way stop-control. The roundabout will reduce driver confusion and traffic delays compared with the current multilane all-way stop control. Pedestrians and cyclists will also be less exposed to traffic since crossing distances will be greatly reduced and median islands will allow them to cross the road one lane at a time and they will only have to look for vehicles coming from a single direction.

This Project will also reconfigure the existing storm drainage system in this intersection to accommodate the new intersection configuration, upsize the existing waterlines from 8-inches to 12-inches to accommodate future water demands, and replace the sewer service line to 901 22nd Street NE to reduce maintenance issues.

Construction of this project is anticipated to start in September 2017 and be complete by April 2018.

Because the bid opening will be held on August 3, 2017 there will not be adequate time for staff to compile the bid tabulation. A revised agenda bill specifying the contractor and contract amount will be distributed to the Council at their meeting scheduled for August 7, 2017. Updated information regarding the budget status will also be presented with the revised agenda bill.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: August 7, 2017

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1513	Project Title: 22nd St NE & I St NE Intersection Improvements
Project Manager: Seth Wickstrom	

Initiation Date: 9/21/15
 Advertisement Date: 7/13/17
 Award Date: _____

- ☐ PMP

☐ Bidding

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: August 1, 2017

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

Funds Budgeted (Funds Available)

Funding	2015	2016	2017	2018	Total
102 Fund - Arterial Street	4,584	12,981	297,436		315,000
102 Fund - State Grant (for Design)		116,333	83,667		200,000
102 Fund - Federal Grant (for Construction)			940,000		940,000
460 Fund - Water		7,235	397,765		405,000
461 Fund - Sewer		4,890	25,000		29,890
Total	4,584	141,438	1,743,868		1,889,889

Estimated Cost (Funds Needed)

Activity	2015 (Actual)	2016 (Actual)	2017	2018	Total
Design Engineering - City Costs	4,584	45,975	24,941		75,500
Design Engineering - Consultant Costs		95,463	164,266		259,728
Design Engineering - State Costs			3,000		3,000
Construction Estimate			1,278,564	100,000	1,378,564
Authorized Contingency			78,461	6,137	84,597
Construction Engineering - City Costs			59,400	6,600	66,000
Construction Engineering - Consultant Costs			18,450	2,050	20,500
Construction Engineering - State Costs			1,800	200	2,000
Total	4,584	141,438	1,628,881	114,987	1,889,890

102 Arterial Street Budget Status

	2015 (Actual)	2016 (Actual)	2017	2018	Total
*102 Funds Budgeted ()	(4,584)	(129,314)	(1,321,103)		(1,455,000)
102 Funds Needed	4,584	129,314	1,206,116	114,987	1,455,000
*102 Fund Project Contingency ()	0	0	(114,987)	0	0
102 Funds Required	0	0	0	114,987	0

460 Water Budget Status

	2015 (Actual)	2016 (Actual)	2017	2018	Total
*460 Funds Budgeted ()	0	(7,235)	(397,765)		(405,000)
460 Funds Needed	0	7,235	397,765		405,000
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	0	0	0

461 Sewer Budget Status

	2015 (Actual)	2016 (Actual)	2017	2018	Total
*461 Funds Budgeted ()	0	(4,890)	(25,000)		(29,890)
461 Funds Needed	0	4,890	25,000		29,890
*461 Fund Project Contingency ()	0	0	0	0	0
461 Funds Required	0	0	0	0	0

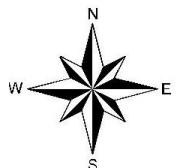
* (#) in the Budget Status Sections indicates Money the City has available.

VICINITY MAP



Printed Date: 5/8/2014
Map Created by City of Auburn eGIS

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5304

Date:

July 31, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5304](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5304.

Background Summary:

Resolution No. 5304 authorizes the Mayor to execute an interlocal agreement with the Pierce County Flood Control Zone District (District) for Opportunity Fund stormwater and flood control projects. This interlocal agreement will enable Auburn to accrue its share of the Opportunity Fund and/or to submit a project funding request to the District for stormwater control improvements, studies and plans for watershed and habitat protection, maintenance and operations of existing facilities, purchase of equipment for maintenance and operations, and low impact development projects.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: August 7, 2017

Item Number: RES.A

RESOLUTION NO. 5304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT FOR THE OPPORTUNITY FUND PROGRAM

WHEREAS, the Pierce County Council pursuant to Ordinance 2011-95s, executed on April 3, 2012, formed the Pierce County Flood Control Zone District ("District") as authorized by Chapter 86.15 RCW to address flood control needs throughout Pierce County; and

WHEREAS, funding for the District is provided by property tax levies based on a percentage of the assessed valuation of properties within the District; and

WHEREAS, Resolution 2013-2 of the District's Board of Supervisors established an Opportunity Fund, representing ten percent (10%) of the District's annual property tax revenues, to help Pierce County, cities, and towns fund activities related to flood control and stormwater-related projects, along with watershed management activities, studies, and plans which further such projects; and

WHEREAS, the City of Auburn ("City") annually receives a proportion of the Opportunity Fund corresponding to the portion of the City within Pierce County; and

WHEREAS, the City's portion of the Opportunity Fund can be used for the City's flood control and stormwater-related projects, such projects subject to the review and approval of the District; and

WHEREAS, the City must execute an interlocal agreement ("ILA") with the District, attached herein as Exhibit A, prior to any request for funding from the Opportunity Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES that:

Section 1. The Mayor is hereby authorized to execute the interlocal agreement attached as Exhibit A with the Pierce County Flood Control District for the purpose of requesting funding for flood control and stormwater-related projects within the portion of the City of Auburn located within Pierce County.

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

Section 3. This Resolution shall take effect and be in force upon passage and signatures thereon.

DATED and SIGNED this ____ day of _____, 2017.

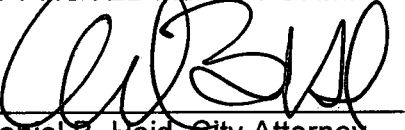
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5304
July 5, 2017
Page 2 of 3

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE
CITY OF AUBURN FOR OPPORTUNITY FUND PROJECTS**

Resolution No. 5304
July 5, 2017
Page 3 of 3

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE
CITY OF AUBURN FOR OPPORTUNITY FUND PROJECTS**

THIS AGREEMENT is made and entered into by and between the City of Auburn, a municipal corporation of the State of Washington ("Municipality") and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Ordinance 2011-95s, passed on April 3, 2012, the Pierce County Council formed the District, as authorized by Chapter 86.15 RCW.

B. In Resolution No. 2013-2 ("Resolution"), the District Board of Supervisors:

1. Allocated and set aside ten percent (10%) of the District's annual regular property tax revenues as an "Opportunity Fund" for use by Pierce County (on behalf of unincorporated Pierce County), cities and towns on Opportunity Fund projects;

2. Established methods for allocation of Opportunity Fund revenues and declared the purposes and uses of the Opportunity Fund;

3. Provided for accrual and roll over of a Municipality's Opportunity Fund allocation;

4. Authorized the District Administrator to develop rules and procedures for administering and carrying out the Opportunity Fund, which includes review of proposed Opportunity Fund projects by the District Administrator or designee, and review and approval of such projects by the Board; and

5. Approved this form of Agreement between the Parties.

C. Pursuant to Chapter 39.34 RCW and RCW 86.15.080(11), the Parties desire to enter into this Agreement to provide for Opportunity Fund projects as authorized by the Board.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Municipality" means cities and towns in Pierce County and Pierce County.

1.4 "Opportunity Fund" means the portion of the District's annual regular property tax revenues that has been allocated and set aside by the District for use by the Municipalities on Projects, as authorized by Resolution No. 2013-2, including amendments thereto.

1.5 "Project" means a specific improvement, study, plan or activity that meets the purposes and uses of Resolution No. 2013-2, including amendments thereto, and that has been approved by the Board.

1.6 "Project Rules" means the rules and regulations established by the District Administrator for the Opportunity Fund program, including amendments thereto.

2. Term of Agreement—Termination of Agreement—Survival of Agreement. This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing. Sections 12 and 13 of this Agreement shall survive any termination of this Agreement.

3. Rules and Regulations; District Administrator. The Municipality acknowledges receipt of and agrees to satisfy and follow the Project Rules.

4. Project Eligibility. The Municipality may apply for and seek approval of proposed Projects. The proposed Projects may be a future Project or a pending Project, as defined by the Project Rules.

5. Project Applications. The Municipality must submit an application for each proposed Project to the District Administrator, on a form approved by the District Administrator. The application must be accompanied by plans, drawings,

descriptions, studies, reports, schedules, costs, budgets and/or other data and information required by the Project Rules or requested by the District Administrator.

6. Multi-Year Projects. A Project may be implemented over multiple years and may be financed by the Municipality's allocation of the Opportunity Fund in the year of Project approval and by the Municipality's anticipated allocation of the Opportunity Fund in future years. However, District approval of a Project shall not be construed as nor constitute a District obligation or commitment to authorize a property tax levy or set aside a portion of a property tax levy for the Opportunity Fund in calendar years beyond the year in which a Project is approved.

7. Use and Vesting of Opportunity Fund Allocation. The Municipality shall use Opportunity Fund allocations only for expenses related to the Projects. The unexpended portion of the Municipality's allocation of Opportunity Fund revenues in a calendar year shall be rolled over and reserved for use by the Municipality on Projects in subsequent calendar years. The District shall have no obligation to set aside or allocate Opportunity Funds in calendar years after the calendar year in which the Project is approved. The Municipality understands and acknowledges that the Board has the right and discretion to modify or terminate the Opportunity Fund and its program, and will consider this possibility in providing for and implementing any Project.

8. Project Approval—Implementation of Projects. After approval of a Project, the District Administrator shall prepare a written description of the Project, which shall be deemed to be an amendment to this Agreement. The District Administrator shall provide a copy of the Project description to the Municipality. The Municipality shall implement the Project only as authorized by the Board and described in the amendment. In implementing the Project, the Municipality shall comply with all applicable laws, rules and regulations, and shall be responsible for obtaining all approvals and permits for the Project.

9. Distribution of Opportunity Fund Allocations. After an actual expenditure is incurred for a Project, the Municipality shall request distribution of Opportunity Fund allocations in a manner and pursuant to a process required by the Project Rules. However, after Board approval of a Project, the Municipality may request advance distribution of all or a part of the Opportunity Fund allocation for the Project, prior to expenditure of funds on the Project, in accordance with terms and conditions in the Project Rules.

10. Reports—Audits—Records Retention—Inspections. The Municipality shall prepare and file written reports describing the progress on and the status of the Project, as required by the Project Rules. The Municipality shall prepare and file such other written reports, including but not limited to a final report after Project completion, as required by the Project Rules. The Municipality shall retain all records and documents relating to a Project for a minimum of seven (7) years

after substantial completion of the Project, unless required by law to be retained for a longer period, in which case the longer period shall apply. Upon reasonable notice, the Municipality shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Project and the expenditure of the Opportunity Fund allocations, as required by Project Rules.

11. Project Ownership and Maintenance. If the Project involves the acquisition, extension, enlargement, or construction of an improvement, the Municipality shall take ownership of, and shall be obligated to operate, maintain, repair and replace such improvement. The District shall have no obligation or responsibility for the operation, maintenance, repair and replacement of such improvement.

12. Audit Exception Repayments. The Municipality agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the Municipality, its officers, officials, employees, agents, contractors or volunteers.

13. Hold Harmless and Indemnification.

13.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing a Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Municipality or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

13.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

14. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the District Board of Supervisors and signed by the authorized representatives of the Parties.

15. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

16. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

17. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

18. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

Name: _____
Title: _____

Date: _____

Attested to:

Name: _____
Title: _____

Flood Control Zone
District Administrator

Date: _____

Attested to:

Kate Kennedy
Clerk of Board of Supervisors



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5308

Date:

July 26, 2017

Department:

City Attorney

Attachments:

[Resolution No. 5308](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5308.

Background Summary:

On January 9, 2017, a Council ad hoc committee was created to review the annual Deputy Mayor selection process, to clarify the process and to ensure that it conforms to statutory terms.

The ad hoc committee, consisting of Councilmembers Trout-Manuel and Peloza and chaired by Councilmember DaCorsi, met over the past several months and discussed alternative procedures. The committee presented proposals and recommendations at Council study sessions on May 22, June 12, July 10, and July 24, 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Heid

Meeting Date: August 7, 2017

Item Number: RES.B

RESOLUTION NO. 5308

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 NUMBERS. 4282,
4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115
5217, 5240 AND 5283

WHEREAS, on February 2, 2004, the Auburn City Council adopted Ordinance No. 5802 approving the Rules of Procedure of the City Council; and

WHEREAS, Ordinance No. 5802 also provided that future amendments or modifications to the City Council Rules of Procedure could be accomplished by Resolution properly introduced and passed by the City Council; and

WHEREAS, since Ordinance No. 5802, the City Council passed Resolution Numbers 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115, 5217, 5240 and 5283, which Resolutions adopted certain modifications to the City Council Rules of Procedure; and

WHEREAS, Section 35A.12.065 of the Revised Code of Washington (RCW) identifies the procedures for selection of mayors pro tempore and deputy mayors applicable to the City of Auburn, as follows:

35A.12.065 Pro tempore appointments.

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability. [2009 c 549 § 3007; 1967 ex.s. c 119 § 35A.12.065.];

and

Resolution No. 5308
July 25, 2017
Page 1 of 3

WHEREAS, it is advantageous for the City Council to clarify its selection process for the position of Deputy Mayor in a way that conforms with statutory terms and meets City needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HERewith RESOLVES AS FOLLOWS:

Section 1. The Rules of Procedure of the City Council, as adopted by Ordinance No. 5802 on February 2, 2004, amended by Resolution No. 4282 on December 12, 2007, Resolution No. 4429 on December 15, 2008, Resolution No. 4467 on April 6, 2009, Resolution No. 4615 on July 6, 2010, Resolution No. 4686 on February 22, 2011, Resolution No. 4740 on August 15, 2011, Resolution No. 4813 on May 21, 2012, Resolution No. 4909 on February 19, 2013, Resolution No. 5105 on November 3, 2014, Resolution No. 5112 on December 1, 2014, Resolution No. 5115 on December 15, 2014, Resolution No. 5217 on May 2, 2016, Resolution No. 5240 on July 5th, 2016, and Resolution No. 5283 on February 21, 2017, are hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein.

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

Section 3. This Resolution shall take effect and be in full force and effect upon passage and signature hereon.

DATED and SIGNED this ____ day of _____, 2017.

CITY OF AUBURN

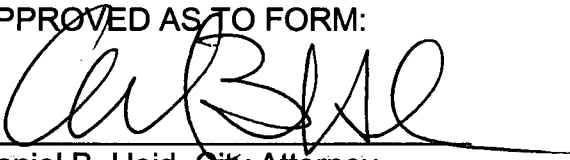
ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

Resolution No. 5308
July 25, 2017
Page 2 of 3

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'DBH', is written over a horizontal line.

Daniel B. Heid, City Attorney

Exhibit "A" to Resolution No. 5308

**RULES OF PROCEDURE OF THE CITY COUNCIL OF
THE CITY OF AUBURN, WASHINGTON**

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**RULES OF PROCEDURE OF THE CITY COUNCIL OF
THE CITY OF AUBURN, WASHINGTON**

SECTION 1 - AUTHORITY

The Auburn City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by resolution of Council and until such time as they are amended or new rules are adopted in the manner provided by these rules.

SECTION 2 - COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30.

The City Clerk shall be responsible for preparing agendas for all City Council meetings pursuant to the authority of Section 2.03.100 of the City Code¹.

The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

- 2.1 **Regular Meetings** - In accordance with Sections 2.06.010(A) and 2.06.020 of the City Code, the regular meetings of the City Council shall be held on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington. The regular meeting location may be changed by a majority vote of the City Council.

Regular Council meetings will begin at the hour of 7:00 p.m.

A quorum shall constitute four or more Councilmembers for the transaction of business.

In the event that a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

The Presiding Officer shall be as set forth in Section 5.1 herein.

The Mayor, as presiding officer shall be seated at the center of the dais, and the Deputy Mayor shall be seated to the presiding officer's immediate left. When the Deputy Mayor is acting as the presiding officer, in the absence of the Mayor, the Deputy Mayor shall be seated in the center of the dais. The seating arrangement for the other members of the Council shall be as directed by the City Council pursuant to a motion duly made and seconded and approved by a majority of the City Council, following the recommendation of an ad hoc committee of three Councilmembers called for that purpose.

[See ACC 2.06.010 (Ord. 3916 § 1, 1983; 1957 code § 1.04.010); ACC 2.06.020 (Ord. 3759 § 1, 1982; 1957 code § 1.04.020); ACC 2.06.030 (1957 code § 1.04.060); ACC 2.06.080 (1957 code § 1.04.090).]

¹ 2.03.100 Meeting coordination duties.

The mayor or the mayor's designee shall be responsible for the preparation of agendas for the meetings of the council and of the various boards, commissions and committees of the city, and for including in those agendas the items and issues forwarded by the city council and/or or by the ad hoc committees designated to act on behalf of the city council, and for including in those agendas the items and issues proposed by the mayor and city administration, for consideration by the council. The mayor or the mayor's designee shall also be responsible for publishing notices for meetings and for public hearings for the meetings of the council and the various boards, commissions and committees of the city, and for setting the dates and times for said public hearings, except in those instances when setting dates and times for public hearings is required by statute to be done through council resolution. (Ord. 6405 § 1, 2012; Ord. 5761 § 1, 2003.)

2.2 Study Sessions - In accordance with Sections 2.06.010(B) and 2.06.020 of the City Code, Study Sessions of the City Council shall held on the second, fourth and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington. The regular meeting location of Study Sessions may be changed by a majority vote of the City Council. Study Sessions shall be subject to the following:

- A. The Deputy Mayor shall preside over Study Sessions, other than those portions thereof for which Special Focus Areas are scheduled (as described herein below).
- B. Study Sessions will begin at the hour of 5:30 p.m.
- C. A quorum shall constitute four or more Councilmembers for the transaction of business.
- D. In the event that a scheduled Study Session falls on a legal holiday, the meeting shall be held at 5:30 p.m. on the first business day following the holiday.
- E. No particular seating arrangement shall be required for the Deputy Mayor or other members of the Council, or for the Mayor or any other persons invited to sit at the table of Study Sessions.

2.3 Regular Meeting Times:²

The regularly scheduled meetings of the City Council shall be held at the following times, unless re-scheduled and/or reset to different times:

- A. First Monday of the month - Regular Council Meeting - - 7:00 PM
- B. Second Monday of the month - Council Study Session - - 5:30 PM
- C. Third Monday of the month - Regular Council Meeting - - 7:00 PM.
- D. Fourth Monday of the month - Council Study Session - - 5:30 PM
- E. Fifth Monday of the month - Council Study Session - - 5:30 PM.

2.4 Special Meetings - In accordance with Section 2.06.040 of the City Code and Section 35A.12.110 RCW, a special meeting of the City Council may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting; provided, however, that no ordinance or resolution shall be passed, or

² Any of these regularly scheduled meetings may be cancelled if not needed.

contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of such meeting has been given by such notice to the local press, radio and television as will be reasonably calculated to inform the city's inhabitants of the meeting.

[See ACC 2.06.040 (1957 code § 1.04.070).]

- 2.5 **Emergency Meetings** - Emergency meetings may be called by the Mayor, in accordance with Section 42.30.070 RCW, when by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, in which case, the meeting site notice requirements otherwise applicable shall not apply.

- 2.6 **Executive Sessions** - A Council meeting that is closed except to the Council, the Mayor, City Attorney and authorized staff members and/or consultants authorized by the Mayor. The public is restricted from attendance.

Executive sessions may be held during Regular and Special meetings of the City Council, and will be announced by the presiding officer. Executive session subjects are limited to considering such matters as permitted by State law.

[See former ACC 2.06.070 (1957 code § 1.04.080).]

- 2.7 **Cancellation of Meetings** - Meetings may be canceled by the Mayor with the concurrence of the Deputy Mayor or, in the absence of either, by the Mayor or the Deputy Mayor, or by a majority vote of the City Council, and proper notice given by the City Clerk.

SECTION 3 - ORDER OF BUSINESS OF REGULAR COUNCIL MEETING AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 12:00 Noon on the Tuesday preceding each regular Council meeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or his/her designee. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

- 3.1 The agenda format of the Regular City Council meeting shall be as follows:

- A. Call to order.

The Mayor shall call the meeting to order.

B. Pledge of Allegiance.

The Mayor, Councilmembers and, at times, invited guests will lead the Pledge of Allegiance.

C. Roll call.

The City Clerk will call the roll. Councilmembers may request to be excused from a meeting by requesting the same of the Mayor in advance of the meeting. The reason for the request shall be given at the time of the request.

D. Announcements, Proclamations and Presentations

A proclamation is defined as an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity or special interest group which has a major city-wide impact.

E. Appointments

Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in executive session, where appropriate.

F. Agenda modifications

Changes to the Council's published agenda are announced at this time.

G. Public Hearings and Appeals

Individuals may comment on public hearing and appeal items, provided that when an appeal is a closed record appeal, the matter shall be considered based on information, evidence and documents in the record. Argument on the appeal shall refer only to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be added, and argument on the appeal may only deal with information, evidence and documents in the record. The presiding officer will state the public hearing and/or appeal procedures before each hearing.

H. Audience Participation

Members of the audience may comment on items relating to any matter related to City business under the Audience Participation period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten

(10) minutes to speak. Public comments sign-up forms will be available at the City Clerk's desk at each meeting for use of those citizens wishing to address the Council. The City Clerk shall serve as timekeeper. The presiding officer may make exceptions to the audience participation time restrictions when warranted, in the discretion of the presiding officer.

Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Council as requested by the presiding officer.

I. Correspondence

J Council Ad Hoc Committee Reports

Council ad hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any.

K. Consent Agenda

Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

1. Approval of minutes.
2. Fixing dates for public hearings and appeals.
3. Approval of claims and vouchers, bid awards and contracts.
4. Approval of surplus property.
5. Other items designated by the City Council.

L. Unfinished Business

Unfinished business of a general nature and that it was removed from the Consent Agenda for separate discussion and action.

M. New Business

Business, other than ordinances and resolutions, that has not been previously before the City Council.

N. Ordinances

1. All ordinances shall be in writing, and the titles thereof shall be read aloud by the City Attorney prior to a vote being called on their adoption, provided that any councilmember may upon request, have a full reading of the text of a proposed ordinance prior to the vote on its adoption. It shall not require a second to the request for a full reading of an ordinance. It is further provided, however, that the requirement for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance may be waived upon a motion duly made, seconded and approved by a majority of the councilmembers in attendance at the council meeting.
2. Prior to any ordinance being considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda, for review and discussion as provided in Section 16.1 (C)(5); Provided, however, that if the Mayor believes that special, emergency or exigent circumstances exist regarding the to need consider adoption of an ordinance without the ordinance having been placed on a Study Session agenda, the Mayor may place the ordinance on a Regular or Special City Council Meeting agenda with a request that the City Council consider adoption of the ordinance at such Regular or Special Meeting of the City Council. If there is not agreement among members of the City Council as to whether the ordinance should be considered for adoption at the Regular or Special Meeting of the City Council, the matter shall be presented for a separate vote at the Regular or Special City Council Meeting, and decided by majority vote of the members of the City Council at said meeting.
 - a. If a majority of the City Council members vote in favor of considering adoption of the ordinance, the consideration of the adoption of the ordinance shall be the next matter before the City Council.
 - b. If a majority of the City Council votes in favor of reviewing and discussing the ordinance at a Study Session prior to voting on its adoption, the ordinance shall be placed on an upcoming Study Session agenda for review and discussion.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the ordinance, without simply repeating the ordinance title as read by the City Attorney and may choose

to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on ordinances will be held prior to the vote on an ordinance. Councilmembers shall decide whether or not to amend the ordinance, or direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a majority vote of a quorum of the City Council, provided that adoption of any ordinance that grants or revokes a franchise or license shall require the affirmative vote of at least a majority of the whole membership of the Council, and provided that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

O. Resolutions

All resolutions shall be in writing, and the titles thereof shall be read aloud by the City Attorney prior to a vote being called on their passage, provided that any councilmember may upon request, have a full reading of the text of a proposed resolution prior to the vote on its passage. It shall not require a second to the request for a full reading of a resolution. It is further provided, however, that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived upon a motion duly made, seconded and approved by a majority of the councilmembers in attendance at the council meeting.

After a motion to pass a resolution has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the resolution without simply repeating the resolution title as read by the City Attorney, and the councilmember may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Councilmembers shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution.

A resolution shall be passed by a majority vote of a quorum of the Council, Provided that passage of any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the Council.

P. Mayor and Councilmember Reports

The Mayor and Councilmembers may report on their significant City-related activities since the last regular meeting. The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

Q. Adjournment

3.3. Recess - The foregoing agenda may be interrupted for a stated time as called by the presiding officer to recess for any reason, including executive sessions.

3.4. Amendment to Agenda - The sequence of handling items on the agenda of a particular Regular Council Meeting may be amended from order listed on the printed/approved agenda as follows:

A. Motion to Suspend the Rules. Any member of the City Council may move to suspend the rules so as to provide that an item on the agenda may be taken out of order - considered at a different order or placement in the agenda. Such motion shall require a second, and upon approval by a majority of Councilmembers in attendance at the meeting, the item shall be considered at the point in the agenda as indicated in the approved motion.

B. Adjustment of Agenda by Mayor. If the Mayor, as the presiding official, determines that an item on the agenda of a Regular Council Meeting should be taken out of order - considered at a different order or placement in the agenda as set forth in the agenda - to accommodate members of the City Council or others at the Council Meeting, the Mayor may call for the amendment of the agenda to accomplish such adjustment. Such action by the Mayor does not require a motion or vote by the City Council; provided that if the City Council does not wish to have the item moved - agenda adjusted - as directed by the Mayor, the City Council may, by motion duly made, seconded and approved by a majority of Councilmembers in attendance at the meeting keep the agenda unchanged.

[See former ACC 2.06.110 (Ord. 5687 § 1, 2002; Ord. 4166 § 2, 1986); ACC 2.06.120 (1957 code § 1.04.120.); ACC 2.06.140 (1957 code § 1.04.140.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.180 (Ord. 5635 § 2, 2002; 1957 code § 1.04.200).]

SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 Councilmembers shall attend Regular Council meetings and Study Sessions. Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting or Study Session, or if they knowingly will be

late to any such meetings. If a Councilmember has informed the Mayor or City Clerk that he or she is unable to attend such meeting, the minutes for that meeting will show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.

[See ACC 2.06.050 and RCW 35A.12.060]

- 4.2 Councilmembers are expected to attend the meetings of the Ad Hoc Council Committees to which they are assigned. Councilmembers should inform the Chair of such Ad Hoc Council Committees or the City Clerk if they are unable to attend any meetings of such Ad Hoc Council Committees, and should inform the Chair or City Clerk if they expect to be late to any such Ad Hoc Council Committee meeting. If a Councilmember has informed the Chair or City Clerk that he or she is unable to attend such Ad Hoc Committee meeting, the minutes for that meeting, if minutes are required and/or taken, shall show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.
- 4.3 Councilmembers shall attend the Special Meetings of the City Council. Councilmembers, shall inform the Mayor or the City Clerk if they are unable to attend any such meetings, or shall so inform the Mayor or City Clerk if they expect to be late to any such Special meeting. If a Councilmember has informed the Mayor or City Clerk that he or she is unable to attend such Special meeting, the minutes for that meeting shall show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.
- 4.4 Attendance at Ad Hoc Council Committee meetings and Special meetings will not be considered "regular meetings" for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, in addition to the application of RCW 35A.12.060 to Regular City Council meetings, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, shall constitute a violation of these Rules of Procedure.

SECTION 5 - PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings

The presiding officer at all Regular Meetings of the Council shall be the Mayor and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent and a quorum is present, the Council shall elect one of its members to serve as the presiding officer until the return of the Mayor or Deputy Mayor. Additionally, the Deputy Mayor shall serve as the presiding officer for Council Study Sessions, other than those portions thereof for which Special Focus Areas are scheduled (as described herein below). It is further

provided that, though not the presiding officer of Study Sessions, the Mayor is encouraged to attend Study Sessions.³

[See former ACC 2.06.090 (1957 code § 1.04.100).]

5.2 The Presiding Officer:

- A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct;
- B. Shall observe and enforce all rules adopted by the Council;
- C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember;
- D. Shall recognize Councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the presiding officer may also allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion;
- E. May affix approximate time limit for each agenda item;
- F. When matters on the agenda are placed, or are able to be placed under more than one classification or category, as defined by the Order of Business, and the matters involve or are closely related to other subject matter, then the presiding officer may, in the presiding officer's discretion, present such matters before the Council, for discussion, consider and vote, at a different place in the agenda without the necessity of any vote thereon, notwithstanding their initial different placement on the written agenda.

[See former ACC 2.06.100 (1957 code § 1.04.170.); ACC 2.06.190 (1957 code § 1.04.210).]

SECTION 6 - COUNCILMEMBERS

- 6.1 Remarks. - Councilmembers desiring to speak shall address the presiding officer, and when recognized, shall confine himself/herself to the question under debate.

³ For the purposes hereof, whenever the term "Mayor" or "Deputy Mayor" is used, it shall also include the person who, in the absence thereof shall assume actions or responsibilities in place of the Mayor or Deputy Mayor. When the term "presiding officer" is used, it shall refer to the person responsible for presiding over the meeting in question.

- 6.2 Questioning. - Any member of the Council, including the Mayor, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being interrogated.
- 6.3 Obligation to the Public Agency. - Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council and City staff in ways that promote effective local government.
- 6.4 Council Training. - Councilmembers are expected to participate in training offered by individuals, agencies, entities and organizations including but not limited to the Association of Washington Cities and the State of Washington, so as to afford the Councilmembers the opportunity to better understand their roles as City Councilmembers.
- 6.5 Participation in Committees, Agencies and Organizations. - To better represent the interests of the City of Auburn, Councilmembers are encouraged to participate in assignments to local, regional, state and national committees, agencies and organizations.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 7 - DEBATES

- 7.1 Speaking to the Motion. - No member of the Council, including the presiding officer, shall speak more than twice on the same motion except by consent of the presiding officer or a majority of the Councilmembers present at the time the motion is before the Council.
- 7.2 Interruption. - No member of the Council, including the presiding officer, shall interrupt or argue with any other member while such member has the floor, other than the presiding officer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.
- 7.3 Courtesy. - All speakers, including members of the Council, which includes the presiding officer, in the discussion, comments, or debate of any matter or issue shall address their remarks to the presiding officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine

their remarks to those facts which are germane and relevant to the question or matter under discussion.

- 7.4 Transgression. - If a member of the Council shall transgress these rules on debates, the presiding officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the presiding officer shall transgress these rules on debate or fail to call such member to order, any other member of the Council may, under a point of order, call the presiding officer or such other member to order, in which case the presiding officer or such member, as the case may be, shall be silent except to explain or continue in order.
- 7.5 Challenge to Ruling. - Any member of the Council shall have the right to challenge any action or ruling of the presiding officer, in which case the decision of the majority of the members of the Council present shall govern.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Unless specifically provided differently herein, all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- 8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed.
- 8.3 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as presiding official, shall be allowed to vote to break a tie vote.
- 8.4 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.6 If any Councilmember wishes to abstain, from a vote on the motion pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to

determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.

- 8.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 8.8 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds' majority vote.
- 8.9 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 8.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- 8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 8.13 Motions that cannot be amended include: Motion to adjourn, lay on the table (table), roll call vote, point of order, reconsideration and take from the table.
- 8.14 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.16 The presiding officer, City Attorney or City Clerk should repeat the motion prior to voting.

- 8.17 The City Clerk will take a roll call vote, if requested by the presiding officer, a Councilmember, or as required by law.
- 8.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration. In order to afford Councilmembers who voted in the majority the potential basis for a motion for reconsideration, Councilmembers who voted in the majority may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote.
- 8.19 The City Attorney shall act as the Council's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Council meeting.
- 8.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

[See former ACC 2.06.160 (1957 code § 1.04.180.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.200 (1957 code § 1.04.220.); ACC 2.06.210 (1957 code § 1.04.230).]

SECTION 9 - VOTING⁴

- 9.1 Voice vote - A generalized verbal indication by the Council as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.
- 9.2 Roll call vote - A roll call vote may be requested by the presiding officer or by any Councilmember.
- 9.3 Abstentions - It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. However, a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
- 9.4 Votes by Mayor - Except where prohibited by law, the Mayor, as presiding official, shall be allowed to vote to break a tie vote.

[See former ACC 2.06.150 (1957 code § 1.04.150).]

⁴ The City Council cannot vote on items during a Study Session. At a Study Session, the Deputy Mayor or the Chair of a Special Focus Area will look for "consensus." For the purposes hereof and where consistent with these Rules of Procedure, consensus shall mean a collective position of the City Council where a majority of the members can support or "live with" (accept) the item or proposed discussion. Consensus of the body will be gauged by the presiding officer.

SECTION 10 - COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 10.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes, in addition to filling out the speaker sign-in sheet available at the City Clerk's desk. All remarks will be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The presiding officer may make exceptions to the time restrictions of persons addressing the Council when warranted, in the discretion of the presiding officer.
- 10.2 Any person making personal, impertinent or slanderous remarks while addressing the Council shall be barred from further audience participation by the presiding officer, unless permission to continue is granted by a majority vote of the Council.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 11 - PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- A. The Department Director of the department (most) affected by the subject matter of the hearing, or said Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.
 - B. The proponent spokesperson shall speak first and be allowed (10) minutes. Council may ask questions.
 - C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.
 - D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.
 - E. The City Clerk shall serve as timekeeper during these hearings.
 - F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:

- A. The Department Director or designee shall present the issue to the Council and respond to questions.
- B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The presiding officer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the presiding officer.
- C. The City Clerk shall serve as timekeeper during these hearings.
- D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
- E. The hearing will then be closed to public participation and open for discussion among Councilmembers.
- F. The presiding officer may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

SECTION 12 - DEPUTY MAYOR

12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for such a one year time period as the Council may specify, except as provided in Section 12.1, Paragraphs G and H herein.

- A. Any member of the City Council may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember, provided that the name of the most senior member of the City Council who has not previously served as Deputy Mayor shall automatically be placed in nomination for the position of Deputy Mayor. [The nomination of a councilmember for ~~this the position of Deputy Mayor~~ does not require a second, and a councilmember may nominate him or herself.]

1. For the purposes hereof, the most senior member of the City Council, seniority shall be determined by:

(a) The number of consecutive years, months and days served;

(b) If the number of consecutive years, months and days served by two or more members of the City Council are equal, the member of the City Council who received the greater/greatest

number of votes in the most recent general election in which such members were elected to the City Council shall be deemed most senior.

2. If the most senior councilmember declined the automatic nomination, the name of the next most senior member of the City Council shall be automatically be placed in nomination for the position of Deputy Mayor.
 3. If all members of the City Council have previously served as Deputy Mayor, there shall be no automatic seniority nomination.
 4. Other than for the automatic nomination of the most senior councilmember who has not previously served as deputy Mayor, all other nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.
 5. In connection with the selection of Deputy Mayor, it is strongly suggested that councilmembers approach the election in an open, transparent and respectful manner, avoiding anything that jeopardizes harmony among councilmembers.
- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.
- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot, between the two nominees who received the largest number of votes, would be needed. In the second vote/ballot, whichever of these two nominees received the larger number of votes would be elected to the position of Deputy Mayor.⁵
- E. The Deputy Mayor shall serve at the pleasure of the Council.
- F. In the event of the absence or unavailability of the Deputy Mayor, the longest serving member of the City Council, other than the Deputy Mayor,

⁵ It may be that if there were a larger number of nominees in the initial election, there would not be (only) two councilmembers who received the largest number of votes. For instance, if one nominee received three votes a second nominee received two votes and a third nominee also received two votes, it might be appropriate to have an initial run off between the second and the third nominees to determine who would be included in the final run-off against the first nominee.

shall serve as interim Deputy Mayor until the return of the regular Deputy Mayor.

G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall designate the next senior member of the City Council as Deputy Mayor for the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.

H. In the event that the councilmember selected as Deputy Mayor is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor from this position, in which case, the next senior councilmember shall assume the position of Deputy Mayor for the balance of the year. If the next senior councilmember is unwilling or unable to assume the position of Deputy Mayor, the position of Deputy Mayor shall be filled by a majority vote of the full City Council.

[See RCW 35A.12.065.]

12.2 The Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:

A. Intra-Council Relations:

1. Serve as the Chair of the Council Study Sessions;

2. Serve as an ex-officio member of all other ad hoc committees of the City Council, provided that attendance by a quorum of the City Council at ad hoc committee meetings shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.;

3. Assist in new councilmember training;

4. Support cooperative and interactive relationships among council members;

5. Work with Administration to prepare agendas for Council Study Sessions;

6. Preside over the Study Sessions of the City Council, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;
3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of the a prolonged absence or incapacitation (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
 - (a) A prolonged absence is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences shall not be considered prolonged absences.
 - (b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to carry out the duties of the office of Mayor, the Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;
5. The Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;
6. In the performance of the duties of the Mayor, the Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any director or employee of the City;
7. The Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor shall be aware of City, regional and intergovernmental policies and activities in order to properly execute the role of Mayor.

C. Intergovernmental and Community Relations:

1. Act in absence of Mayor as requested and/or as required;

2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
3. Serve as the Chair of the City's Emergency Management Compensation Board.

D. Other Duties of the Deputy Mayor:

1. In cooperation with the Mayor and Special Focus Area group's chairpersons and with assistance from Administration, create and establish agendas for all study sessions;
2. Preserve the decorum and order at all Council Study Sessions;
3. Serve as liaison to the Junior City Council, participating as a non-voting member of the Junior City Council, encouraging, guiding and counseling the members of the Junior City Council in connection with its duties and assignments;
4. Assist in training new councilmembers;
5. Serve as the liaison between the City Council and the Mayor and be a conduit between the City Council and the Mayor on issues or concerns of the Council;
6. Facilitate any issue related to the conduct and/or actions of councilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1);
7. Conduct regular and periodic meetings with individual councilmembers to address councilmember issues, concerns, legislative processes, councilmember proposals, councilmember training, and other similar related items.
8. Conduct group meetings with councilmembers, provided that such meetings shall not have more than two councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

[See former ACC 2.06.090 (1957 code § 1.04.100).]

SECTION 13 - COUNCIL POSITION VACANCY OR ABSENCE

- 13.1 In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the Mayor may make the appointment from among the persons nominated by members of the Council.
- 13.2 In the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 14 - COUNCIL MEETING STAFFING

- 14.1 Department Directors or designees shall attend all meetings of the Council unless excused.
- 14.2 The City Attorney shall attend all meetings of the Council unless excused, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. An Assistant City Attorney shall attend meetings when the City Attorney has been excused.

[See former ACC 2.06.060 (1957 code § 1.04.160).]

SECTION 15 - COUNCIL RELATIONS WITH STAFF

- 15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 15.3 It is the intent of Council that all pertinent information asked for by individual Council members shall be made available to the full Council.
- 15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.

- 15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.
- 15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.
- 15.7 All councilmember requests for information, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and facilitate Study Session work.
- 15.8 Any written communication with staff shall also include the Mayor as a recipient.

SECTION 16 - COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS

- 16.1 In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month, City Council shall regularly schedule Council Study Sessions on the second, fourth and fifth Mondays of the month for review of matters that would come back before the City Council at Regular Council Meetings. Different than the format for Regular Council Meetings (identified in Section 3 hereof), Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

A. General Business Focus and Special Focus Areas

Study Sessions shall consist of two (2) Focus divisions per meeting; (1) a General Business Focus and (2) a Special Focus Area. The General Business Focus shall be scheduled first, and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings and presentations and reports to the City Council. The Special Focus Area groups shall, on a rotating basis described below, commence their portion of the Study Session following the conclusion of the Study Session General Business Focus. The Special Focus Area groups shall review matters of Council concern related to their areas of oversight responsibility. The Special Focus Area groups shall consist of the following: (1) Public Works & Community Development; (2) Municipal Services; (3) Health & Human Services; and (4) Finance &

Economic Development. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Public Works & Community Development;

- Utilities
- Zoning Codes & Permits
- Innovation & Technology
- Transportation
- Streets
- Engineering
- Capital Projects
- Sustainability
- Environmental Protection
- Cultural Arts and Public Arts
- Planning

2. Municipal Services

- Police
- SCORE Jail
- District Court
- Parks & Recreation
- Animal Control
- Solid Waste
- Emergency Planning
- Airport
- Airport Businesses
- Sister Cities
- Multi Media

3. Health & Human Services

- Human Services Funding
- Public Wellness
- Domestic Violence Services
- Homelessness Services
- Affordable Housing
- Community Services
- Human Resources
- Medical Community Relations

4. Finance & Economic Development

- City Budget & Amendments
- Risk Management
- Equipment Rental
- Facilities

- City Real Property
- Legal
- Development Incentives
- Business Development
- Economic Development Strategies

Aside from the above Special Focus Area topics, there shall be a Finance ad hoc Committee to review vouchers and payroll.

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on 2nd and 4th Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Health & Human Services, then Finance & Economic Development, then Public Works & Community Development, then Municipal Services, and so on.
2. On 5th Mondays of the Month, Study Sessions will not typically include any of the above Special Focus Areas, but may include special topics and issues of general concern to the City Council, including Council operating arrangements and Council Rules of Procedure. It is provided, however, that in order for the City Council to address the matters coming before the City Council, the Mayor and Deputy Mayor may, as they deem appropriate, insert into any Study Session any matters calling for City Council consideration and discussion, regardless of Special Focus Areas.
3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor and the Deputy Mayor, taking into account matters within the topics of the Special Focus Area calling for action or consideration, and suggestions by other Councilmembers of such topics.

C. Meeting Times:

Study Sessions shall be scheduled as set forth in Section 2.3, above.

D. Study Sessions should conform to the following:

1. Meeting facilitation - the Deputy Mayor shall preside over/conduct General Business Focus portions of Study Sessions. The Councilmember selected to chair the Special Focus Area for the study sessions for which his or her Special Focus Area is scheduled

shall preside over/conduct the Special Focus Area of the Study Session.

2. Four or more Councilmembers shall constitute a quorum for Study Sessions.
3. Three to four hours maximum timeframe (goal).
4. Agenda items should relate to future policy-making, strategic planning or key state or federal issues affecting current or future city operations.
5. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. [Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council meeting.

E. Study Session Meeting Format⁶

1. Call to Order

The Deputy Mayor shall call the meeting to order.

2. Roll call

The City Clerk will call the roll. Councilmembers may request to be excused from a meeting by requesting the same of the Mayor or City Clerk in advance of the meeting. The reason for the request shall be given at the time of the request.

3. Announcements, Reports and Presentations

The Deputy Mayor shall provide any announcements, reports or presentations that need to be shared with the City Council in advance of the agenda discussion items. After that these announcements, reports or presentations, City Council members may have questions or wish to discuss the issues at this time or request that they be put on a future Study Session agenda for further discussion.

Study Sessions are an opportunity for the members of the City Council to discuss among themselves issues coming before the City Council. Study Sessions do not include a place on the agenda for public audience participation. However at the request of the

⁶ It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

presiding officer, individuals may be asked to give a report on topics appearing on the Study Session agenda.

4. Agenda items for Council Discussion.

The Deputy Mayor shall announce each of the various items that are on the agenda for Council discussion, and, as warranted, request a preliminary report from staff or a consultant or other individual(s) involved in the issue. The Deputy Mayor shall endeavor to call upon the members of the City Council in the order of their requests to discuss the Agenda Item.

After such report(s), if any, the Deputy Mayor shall open the floor for Council discussion on the agenda items in their order on the agenda, unless a different order is approved by a majority of the Councilmembers present.

Council discussion shall be in conformity with the provisions of Section 7 of these rules, other than the requirement that there be a motion before Council discussion.

At the conclusion of the discussion, or at the point the Council feels its questions have been answered and discussion vetted, the Deputy Mayor shall move the attention of the Council to the next discussion item on the agenda; provided that if, after a lengthy discussion on a particular agenda item, the presiding officer concludes that discussion should be continued to a later date, the Deputy Mayor may conclude discussion on that agenda item and schedule the matter for a later Study Session.

With the support of a consensus of Councilmembers, the Deputy Mayor shall call for Study Session agenda items requiring formal Council action to be included in agendas for upcoming Regular Council Meetings.

5. Ordinances

Prior to an ordinance being included for adoption on the agenda of a Regular or Special Meeting of the City Council, the ordinance shall be included on the agenda of a Study Session for Council review and discussion.

- a. The Study Session ordinance review requirement shall be met even if the version to be considered at an upcoming City Council Meeting is amended from the version included on the

Study session agenda following review and discussion at the Study Session.

- b. If, after City Council review and discussion of an ordinance at a Study Session, the City Council is not ready to vote on a proposed ordinance, the ordinance may be included on another Study session agenda for further review and discussion. If there is not agreement among members of the City Council as to whether the ordinance should next come before the City Council at a regular or Special Meeting of the City Council for consideration of adoption or whether it should return for further review and discussion at a Study Session, the matter shall be presented for a vote at the Study Session, and decided by majority vote of the members of the City Council at the Study Session.

6. Other Discussion Items

The presiding officer and/or members of the City Council may bring up other discussion items to be discussed at this time or to be scheduled for discussion at a future Study Session; provided that if the presiding officer concludes that there is not sufficient time to discuss or continue discussing the topic, the presiding officer may defer discussion or continued discussion to a future Study Session.

7. New Business

Agenda topics for future Study Sessions may be proposed by any Councilmember during New Business. If there is a consensus among the Councilmembers, the Deputy Mayor and the Mayor will meet to place the topic on the Matrix for a future Study Session Agenda. At Council discretion, production and delivery of a "white paper" in lieu of a future agenda item may be considered.

8. Special Focus Area

- a. The Chair of the Special Focus Area scheduled for the Study Session, on a rotating basis as described above, shall preside over this portion of the study session.
- b. The Chair of the Special Focus Area shall call the various items included in the agenda for this portion of the Study Session
- c. The Chair of the Special Focus Area shall also review the Matrix with respect to items related to the Special Focus Area.

9. Matrix Review/Update (the Deputy Mayor shall preside over this portion of the Study Session)
 - a. Following the conclusion of City Council consideration of the topics of the Special Focus Area, the City Council shall review the Matrix of upcoming topics.
 - b. The Matrix shall consist of topics from all areas of city concern, general concern as well as topics of each of the Special Focus Areas

10. Adjournment

The Deputy mayor shall adjourn the Study Session after conclusion of discussion on the above agenda items.

- 16.2 The Mayor, the Deputy Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider special matters that require special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees, and the Deputy Mayor shall appoint Councilmembers to Council ad hoc committees, provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity. Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed to determine which councilmembers could best be able to represent the City on such councils, boards and committees.
- 16.3 Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.
- 16.4 Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.
- 16.5 Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.
- 16.6 Unless otherwise expressly provided for an ad hoc committee of the City Council, such committees shall not receive public testimony or allow audience participation

in connection with or related to the agenda item being discussed by the Committee. Unless otherwise expressly provided for such ad hoc committee, it is the intention of the City Council that such ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. With that, it is the intention that these committees operate informally, without the need for compliance with the Open Public Meetings Act (Chapter 42.30. RCW).

- 16.7 Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.

SECTION 17 - COUNCIL REPRESENTATION & INTERNAL COMMUNICATION

- 17.1 If a Councilmember meets with, attends a meeting or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the City Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.
- 17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.
- 17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.
- 17.4 Communication among Councilmembers shall conform to the following parameters:
- A. Except in connection with Council members meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that

communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, e.g., successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers should refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other councilmembers about matters that are on upcoming agendas, the councilmembers should forward that information to the Mayor for distribution in the council meeting packets.

- B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that Councilmembers shall never ask for responses from the other Councilmembers in that communication.
- C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.
- D. Councilmembers may email the Mayor about City business without limitations or restrictions.

17.5 Internet & Electronic Resources/Equipment Use.

- A. Policy. It is the policy of the City Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use – Elected Officials" adopted hereby and incorporated herein by this reference.

It is important to note that all letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with exceptions stated by the Public Records Act (RCW 42.56), are public records.

- B. Electronic Communications.
 - 1. Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages

and informal notes, do not constitute a public record. Users should delete these messages once their administrative purpose is served.

2. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.
3. Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.
4. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
5. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.
6. As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.

17.6 Council Relations with City Boards and Commissions.

A Council Liaisons.

Different than where a City Councilmember is appointed by the City Council or the Mayor to serve as a member of a board, commission, committee, task force or any other advisory body, the City Council may, on limited occasions or under unusual circumstances, appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force or any

other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the City Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force or other advisory body a statement as the position of the City Council, except as authorized or directed by the City Council. Insofar as a Council Liaison position does not give all councilmembers equal access to the activities, functions and information of or about a board, commission, committee, task force or any other advisory body, appointments to Council Liaison positions should be reserved to those instances where a Report to the Council by the board, commission, committee, task force or any other advisory body would not be convenient or practical.

B. Reports to the Council.

Each board, commission, committee, task force or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by the Mayor or Deputy Mayor. Such reports shall be scheduled for a Regular Council Meeting or a Council Study Session, and shall be delivered by the chair of the board, commission, committee, task force or any other advisory body or designee. The reports shall inform the City Council of the activities, functions and information with which the board, commission, committee, task force or any other advisory body has been involved since the previous report, and shall include the opportunity for questions by Councilmembers.

- 17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

SECTION 18 - TRAVEL AUTHORIZATION

18.1

A. Value of Council Travel.

The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to Public Works, Communications, Transportation, Economic Development, Public Safety and Energy. These conferences also provide valuable opportunities to network with other city elected officials. Comparing Auburn's specific issues with those of other cities often provides the

City Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.

B. Annual Budget Amounts for Council Travel

To accommodate Council travel, the Auburn City Council shall allocate an identified amount of money each year in the City budget process, whereby each Councilmember shall have an identified amount of money earmarked for his/her City related travel costs, including transportation, lodging, meals and registration costs.

C. Adjustment of Council Travel Allocations.

In the event that a councilmember needs more than the amount of travel related funds allocated for his or her use, the councilmember shall (1) see if there are unused funds available from any other councilmember(s) who are willing to transfer funds from their account to the councilmember needing additional travel funds, whereby, with the consent of the Deputy Mayor and the other transferring councilmember(s), funds will be transferred to the requesting councilmember's allotment; or (2) shall request a net adjustments to the budget adding additional funds to his or her allotment, which adjustment shall be approved by a majority of the whole City Council.

D. Receipts and Travel Documentation

Each City Councilmember shall be responsible for providing to the Mayor or Finance Director, within ten (10) business days of returning from City travel, any and all City travel related receipts and documentation. Quarterly reports of the travel costs incurred by each councilmember shall be provided by the Finance Department.

SECTION 19 - CONFIDENTIALITY

- 19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION 20 – ENFORCEMENT OF RULES OF PROCEDURE

- 20.1 Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

City Council Rules of Procedure:

Adopted: February 2, 2004

Ordinance No. 5802

Amended by Resolution No. 4282, December 17, 2007

Amended by Resolution No. 4429, December 15, 2008

Amended by Resolution No. 4467, April 6, 2009

Amended by Resolution No. 4615, July 6, 2010

Amended by Resolution No. 4686, February 22, 2011

Amended by Resolution No. 4740, August 15, 2011

Amended by Resolution No. 4813, May 21, 2012

Amended by Resolution No. 4909, February 19, 2013

Amended by Resolution No. 5105, November 3, 2014

Amended by Resolution No. 5112, December 1, 2014

Amended by Resolution No. 5115, December 15, 2014

Amended by Resolution No. 5217, May 2, 2016

Amended by Resolution No. 5240, July 5, 2016

Amended by Resolution No. 5283, February 21, 2017



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5309

Date:

August 2, 2017

Department:

Information Services

Attachments:

[Interlocal Agreement Summary](#)
[Resolution No. 5309](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5309.

Background Summary:**Reviewed by Council Committees:****Councilmember:****Staff:**

Haugan

Meeting Date: August 7, 2017

Item Number: RES.C

City of Auburn IT – Interlocal Agreement Summary

The City of Auburn IT department currently has an Interlocal agreement with the agencies mentioned below, but has expired and is operating on a month-to-month basis. For the sake of consistency and being current, all three agreements were updated to match.

The money received from these service agreements are cost replacement and go directly into the general fund. These agreements will go into effect once approved by council and are scheduled to end 12/31/2020.

Agency	Service Provided	Monthly Charge	Incidents/ Tickets per Month	Project Rate per Hour	Notes
City of Algona	IT	\$500.00	100	\$120.00	
City of Pacific	IT	\$3,300.00	400	\$120.00	2 hours spent onsite per week
VRFA	GIS	\$2,024.00	not applicable	\$120.00	

RESOLUTION NO. 5309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE INFORMATION TECHNOLOGY CONTRACTS WITH
VALLEY REGIONAL FIRE AUTHORITY, AND THE CITIES OF
ALGONA AND PACIFIC

WHEREAS, the City of Auburn has an Information Technology (IT) Department that maintains and addresses the technology needs of the City including phone systems, computer systems, email, GIS and related technological tools; and

WHEREAS, the City's IT Department has the capacity to assist other governmental entities with their technological needs; and

WHEREAS, the cities of Algona and Pacific, and the Valley Regional Fire Authority are in need of external support for their IT functions; and

WHEREAS, the City of Auburn is willing to provide IT services to the cities of Algona and Pacific, and the Valley Regional Fire Authority upon terms and compensation agreed to between the parties.

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

Section 1. The Mayor is authorized to execute Interlocal Agreements, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington (RCW) with the cities of Algona and Pacific and the Valley Regional Fire Authority for IT services in substantial conformity with the agreements attached hereto, and marked as Exhibits I, II and III.

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

Section 3. This Resolution shall take effect and be in full force and effect upon passage and signature hereon.

DATED and SIGNED this ____ day of _____, 2017.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Exhibit 1
CITY OF AUBURN – CITY OF ALGONA
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the CITY OF ALGONA, a municipal corporation of the State of Washington (hereinafter referred to as "Algona"),

WITNESSETH:

WHEREAS, Algona seeks professional information technology ("IT") services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Algona, in a good and professional manner, the tasks described on Exhibit A, which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Algona.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

If Algona elects to receive additional services from Auburn, either the additional services described in Exhibit A or additional services not described in Exhibit A, , and if Auburn has the time and resources to provide such additional services and is willing to provide them, the parties shall execute an amendment to this Agreement prior to Auburn's performance of such additional services, except as provided to the contrary in Section 3 of this Agreement. An executed Amendment for additional services shall be incorporated into this Agreement and shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the Amendment

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which Algona desires additional services wherein execution of Amendment before delivery of the services is impractical. Auburn agrees to perform the additional services upon the request of an authorized representative of Algona at the rate of compensation in Exhibit A, or if not included in Exhibit A, at a negotiated rate of compensation. Any such additional services shall be memorialized in a written amendment executed in accordance with Section 2 of this Agreement. The invoice procedure for the additional services shall be as described in Section 6 of this Agreement.

4. ALGONA'S RESPONSIBILITIES

Algona shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Algona's representative with respect to the services. Algona's representative shall have authority to transmit instructions, receive information, and interpret and define Algona's policies and decisions regarding the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn, and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services, work products and services of a quality and professional standard acceptable to Algona.

6. COMPENSATION

Compensation rates for Auburn's performance of the services are set forth in Exhibit B, which is attached hereto and by this referenced made a part of this Agreement. The compensation rates shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index – U, whichever is greater.

Auburn shall submit to Algona a monthly invoice. Algona shall process the invoice in its next billing/claim cycle and shall remit payment to Auburn in the normal course, subject to any conditions or provisions in this Agreement or an Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be for three (3) years beginning January 1, 2017 and ending December 31, 2020; provided that the term of this Agreement shall automatically renew for an additional one (1) year unless either party gives the other written notice of termination not later than sixty (60) days prior to the end of the term; and provided further that either party may cancel this Agreement upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Algona, and may be used by Algona for any purpose beneficial to Algona. Algona shall handle and be responsible for requests for inspection and copying of such records ; however, Auburn may assist at Algona's request at hourly rates provided under Exhibit B for "Assistance with Records Request" support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced. All records and books of accounts pertaining to any services performed under this Agreement shall be subject to inspection and audit by Algona for a period of up to three (3) years from final payment for the services.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of the services or additional services provided that if Algona fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee, on behalf of Auburn, and by Diana Quinn, City Administrator or designee, on behalf of Algona. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaugan@auburnwa.gov

CITY OF ALGONA
City Administration
Diana Quinn
402 Warde St.
Algona, WA 98001
Phone: 253-833-2897
Fax: 253-939-3366
E-mail: dianaq@algonawa.gov

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, deposited in the United States mail, postage prepaid, or mailed by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change its administrator or address by giving notice in writing to the other party, stating the new administrator or new address, , pursuant to the procedure set forth above.

13. INSURANCE

Algona shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Algona's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Algona.

14. INDEMNIFICATION

a. Algona shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Algona's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Algona; and provided further that nothing herein shall require Algona to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Algona and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Algona arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Algona, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Algona, its agents, employees and/or officers from any claims arising from the sole negligence of Algona, its agents, employees, and/or officers. No liability shall attach to Algona by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

Algona and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington; provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Algona or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein.

INTERLOCAL AGREEMENT

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17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months, with representatives from both cities to review and discuss service and support

delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Records Division and the respective Clerks of the parties hereto.

j. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

k. No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

l. The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF ALGONA

Nancy Backus
Auburn Mayor

David E. Hill
Algona Mayor

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Laurie Cassell
Algona City Clerk

Approved as to form:

Approved as to form:



Daniel B. Heid
Auburn City Attorney

Rod P. Kaseguma
Algona City Attorney

EXHIBIT A SCOPE OF SERVICES

Services Provided

1. General desktop support and troubleshooting, including:
 - a. Hardware deployment
 - b. Operating system installs and repairs
 - c. Settings and configuration
2. General IT support and troubleshooting, including:
 - a. User account setup, modification and separations
 - b. Virus protection and patch management
 - c. Software installs
 - d. Email
 - e. Wireless internet
 - f. TV21 support and coordinate per Algona's franchise agreement
3. General phone support and troubleshooting, including:
 - a. Setup and configuration
 - b. Cell phones
4. General server and storage support and troubleshooting, including:
 - a. Hardware and virtual installation
 - b. Operating systems installs and repairs
5. General network gear support and troubleshooting., including:
 - a. Firewall configuration and assistance
 - b. Routers
 - c. Switches
 - d. Access Points
6. General GIS requests, including:
 - a. Electronic maps
 - b. Data analysis
7. Purchasing recommendations and coordination.
8. Cloud operations. This will allow Algona's network to reside in Auburn's private cloud, allowing business continuity.

Available Additional Services

1. Project management
2. Advanced GIS services, including:
 - a. Consulting
 - b. Strategic planning
 - c. Data hosting
 - d. Map service creation

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Service Level Agreements

For requests emailed Monday through Friday from 7:00 a.m. to 5:00 p.m. ("regular business hours"), Auburn will respond within thirty (30) minutes; provided, that where Auburn is experiencing extremely high call volumes due to systems failures, Acts of God, regional outages, etc., the response time may be longer. Auburn will notify Algona of such delay and the reason for the delay, with an estimated return to normal time.

If authorized by the Algona Mayor, City Administrator or City Clerk by email to support@auburnwa.gov, with the name of authorizing person and nature of issue or by call to 253-876-1947, Auburn will provide services outside of regular business hours on an emergency basis.

Service Limitations

- Auburn will assist and provide recommendations on network security, but security is the responsibility of Algona.
- Auburn will document and present information relevant to technical audits, but compliance is the responsibility of Algona, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Algona; provided that Algona may piggyback purchases through Auburn contracts.

Requesting Support

Algona shall submit requests for service by email to support@auburnwa.gov. Algona may request services by phone, but if the request is by phone, Auburn prefers tracking tickets and support via its help desk system. with a follow-up phone call from Auburn staff. The request will be forwarded to Auburn technical staff for resolution.

EXHIBIT B COST OF SERVICES

Billing

All services outlined in Exhibit A will be billed according to the compensation rates below. Note: the monthly charges for service are based on an estimated 100 helpdesk requests annually and standard cloud service rates.

Billing Breakdown

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	M-F, 7:00 am – 5 pm, excluding holidays	General support as outlined in Exhibit A	\$500.00
Total Monthly Cost			\$500.00

Yearly Costs (pass through to vendors)

Support Function	Billing Rate/Description	Cost
Netmotion software	\$34.00 x 15 clients	\$510.00
Spillman software	16 clients	\$2,095.00
Inventory and Remote Desktop software	\$37.00 x 22 clients	\$814.00
Virus protection software	\$18.00 x 22 clients	\$396.00

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Support Function	Billing Rate/Description	Cost
MS Office and Windows	\$253.00 x 22 clients	\$5,566.00
Total Annual Costs		\$9,619.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Off-hours support	Non-business hours	\$120.00 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable
Additional services	- - -	\$120.00 per hour, with a one (1) hour minimum as outlined in Exhibit A	Variable
Assistance with Records Requests	Business Hours	\$120.00 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable

INTERLOCAL AGREEMENT

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Exhibit II
CITY OF AUBURN – CITY OF PACIFIC
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as "Pacific"),

WITNESSETH:

WHEREAS, Pacific seeks professional information technology ("IT") services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Pacific, in a good and professional manner the tasks described on Exhibit A for the compensation described in Exhibit B, both of which are attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Pacific beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn's performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms

of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. PACIFIC'S RESPONSIBILITIES

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Pacific's authorized representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A. The authorized representative shall not have the authority to execute amendments to this Interlocal Agreement.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and

professional standard acceptable to Pacific.

6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein is described in Exhibit B, which is attached hereto and by this reference made a part of this Agreement. The compensation rate shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - whichever is greater.

Auburn shall submit to Pacific a monthly invoice and Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be in effect for three (3) years beginning January 1, 2017, through December 31, 2020, provided that the term of this Agreement shall automatically renew for an additional year unless either party gives the other written notice of termination not later than sixty (60) days prior to term end. It is provided, however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however, Auburn may assist at Pacific's request at hourly rates provided under Exhibit B for onsite support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Pacific for a period of up to three (3) years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that, if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee on behalf of Auburn, and by Richard Gould, City Administrator or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaughan@auburnwa.gov

CITY OF PACIFIC
City Administration
Richard Gould
100 3rd Ave SE
Pacific, WA 98047
Phone: 253-929-1117
Fax: 253-939-6026
E-mail: rgould@ci.pacific.wa.us

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Pacific.

14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees and/or officers from any claims arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15. WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of

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recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Pacific or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any

way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months, with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Auditor's Office and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PACIFIC

Leanne Guier, Mayor
100 3rd Avenue SE
Pacific, WA 98047

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

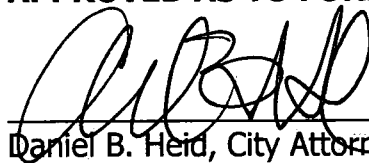
CITY OF AUBURN

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

Dani Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT A SCOPE OF SERVICES

Services Provided

1. Two (2) hours of consecutive, onsite support per week. This is limited to one (1) Auburn IT staff person per week. The day/time of the hours must be mutually agreed upon by both parties and stay consistent each week. The day and time of the week, including the duration is subject to change based on needs of each City. Hours allocated each week are not banked and cannot rollover to subsequent weeks.
2. General desktop support and troubleshooting. This includes:
 - a. Hardware deployment
 - b. Operating system installs and repairs
 - c. Settings and configuration
3. General IT support and troubleshooting. This includes:
 - a. User account setup, modification and separations
 - b. Virus protection and patch management
 - c. Software installs
 - d. Email
 - e. Wireless internet
 - f. TV21 support and coordinate per Pacific's franchise agreement
4. General phone support and troubleshooting. This includes:
 - a. Setup and configuration
 - b. Cell phones
5. General server and storage support and troubleshooting. This includes:
 - a. Hardware and virtual installation
 - b. Operating systems installs and repairs
6. General network gear support and troubleshooting. This includes:
 - a. Firewall configuration and assistance
 - b. Routers
 - c. Switches
 - d. Access Points
7. General GIS requests. This includes:
 - a. Electronic maps
 - b. Data analysis
8. Purchasing recommendations and coordination.
9. Cloud operations. This will allow Pacific's network to reside in Auburn's private cloud allowing business continuity.

Available Additional Services

1. Project management, i.e. phone system replacement.
2. Advanced GIS services including:
 - a. Consulting
 - b. Strategic planning

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- c. Data hosting
- d. Map service creation

Service Level Agreements

For requests emailed Monday through Friday from 7:00 am to 5:00 pm, we will respond within 30 minutes. In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, City Administrator, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis by emailing techsupport@auburnwa.gov with the name of authorizing person and nature of issue or by calling 253-876-1947.

Service Limitations

- Auburn will assist and provide recommendations on network security, but security remains the responsibility of Pacific.
- Auburn will document and present information relevant to technical audits, but compliance will be the responsibility of Pacific, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Pacific. The only except is contracts that Auburn has already in place that Pacific is piggybacking on.

Requesting Support

All requests for service should be emailed to techsupport@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution.

EXHIBIT B COST OF SERVICES

Billing

All services outlined in Exhibit A will be billed according to the breakdown below. Monthly charges for service are based on an estimated 400 helpdesk requests annually and standard cloud service rates.

Billing Breakdown

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	M-F, 7:00 am – 5 pm, excluding holidays	General support as outlined in Exhibit A	\$3,300.00
Total Monthly Cost			\$3,300.00

Yearly Costs (pass through to vendors)

Support Function	Billing Rate/Description	Cost
Netmotion software	\$34.00 x 45 clients	\$1,530.00
Spillman software	All clients	\$2,095.00
Remote deployment and inventory software	\$37.00 x 45 clients	\$1,665.00
Virus protection software	\$18.00 x 45 clients	\$810.00

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Support Function	Billing Rate/Description	Cost
MS Office and Windows	\$253.00 x 45 clients	\$11,385.00
Email filtering SPAM	\$24.00 x 45 clients	\$1,080.00
Total Annual Cost		\$18,565.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Off-hours support	Non-business hours	\$120.00 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable
Additional services	---	\$120.00 per hour, with a one (1) hour minimum as outlined in Exhibit A	Variable

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Exhibit III
CITY OF AUBURN – VALLEY REGIONAL FIRE AUTHORITY
INTERLOCAL AGREEMENT FOR
GEOGRAPHIC INFORMATION SYSTEMS

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the Valley Regional Fire Authority, a municipal corporation of the State of Washington (hereinafter referred to as "VRFA"),

WITNESSETH:

WHEREAS, VRFA seeks professional geographic information systems ("GIS") services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for VRFA, in a good and professional manner, the tasks described on Exhibit A, which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with VRFA.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

If VRFA elects to receive additional services from Auburn, either the additional services described in Exhibit A or additional services not described in Exhibit A, and if Auburn has the time and resources to provide such additional services and is willing to provide them, the parties shall execute an amendment to this Agreement prior to Auburn's performance of such additional services, except as provided to the contrary in Section 3 of this Agreement. An executed Amendment for additional services shall be incorporated into this Agreement and shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the Amendment.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which VRFA desires additional services wherein execution of Amendment before delivery of the services is impractical. Auburn agrees to perform the additional services upon the request of an authorized representative of VRFA at the rate of compensation in Exhibit A, or if not included in Exhibit A, at a negotiated rate of compensation. Any such additional services shall be memorialized in a written amendment executed in accordance with Section 2 of this Agreement. The invoice procedure for the additional services shall be as described in Section 6 of this Agreement.

4. VRFA's RESPONSIBILITIES

VRFA shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as VRFA's representative with respect to the services. VRFA's representative shall have authority to transmit instructions, receive information, and interpret and define VRFA's policies and decisions regarding the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn, and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services, work products and services of a quality and professional standard acceptable to VRFA.

6. COMPENSATION

Compensation rates for Auburn's performance of the services are set forth in Exhibit B, which is attached hereto and by this referenced made a part of this Agreement. The compensation rates shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index – U, whichever is greater.

Auburn shall submit to VRFA a monthly invoice. VRFA shall process the invoice in its next billing/claim cycle and shall remit payment to Auburn in the normal course, subject to any conditions or provisions in this Agreement or an Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be for three (3) years beginning January 1, 2017 and ending December 31, 2020; provided that the term of this Agreement shall automatically renew for an additional one (1) year unless either party gives the other written notice of termination not later than sixty (60) days prior to the end of the term; and provided further that either party may cancel this Agreement upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of VRFA, and may be used by VRFA for any purpose beneficial to VRFA. VRFA shall handle and be responsible for requests for inspection and copying of such records ; however, Auburn may assist at VRFA's request at hourly rates provided under Exhibit B for "Assistance with Records Request" support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced. All records and books of accounts pertaining to any services performed under this Agreement shall be subject to inspection and audit by VRFA for a period of up to three (3) years from final payment for the services.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of the services or additional services provided that if VRFA fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee, on behalf of Auburn, and by Eric Robertson, VRFA Administrator or designee, on behalf of VRFA. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Paul Haugan
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: phaugan@auburnwa.gov

VRFA
VRFA Administration
Eric Robertson
1101 D Street NE
Auburn, WA 98002
Phone: 253-288-5801
Fax: 253-288-5900
E-mail: eric.robertson@vrfa.org

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, deposited in the United States mail, postage prepaid, or mailed by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change its administrator or address by giving notice in writing to the other party, stating the new administrator or new address, pursuant to the procedure set forth above.

13. INSURANCE

VRFA shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of VRFA's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to VRFA.

14. INDEMNIFICATION

a. VRFA shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or VRFA's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of VRFA; and provided further that nothing herein shall require VRFA to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold VRFA and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against VRFA arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of VRFA, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend VRFA, its agents, employees and/or officers from any claims arising from the sole negligence of VRFA, its agents, employees, and/or officers. No liability shall attach to VRFA by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

VRFA and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington; provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of VRFA or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein.

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17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months,

with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Records Division and the respective Clerks of the parties hereto.

j. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

k. No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

l. The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

VRFA

Nancy Backus
Auburn Mayor

Eric Robertson
VRFA Administrator

Attest:

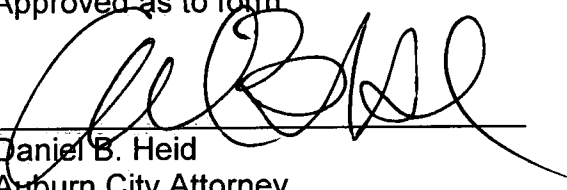
Attest:

Danielle Daskam,
Auburn City Clerk

Louise M. Bartol,
City of the Board

Approved as to form:

Approved as to form:



Daniel B. Heid
Auburn City Attorney

Joseph F. Quinn
Counsel for VRFA

EXHIBIT A SCOPE OF SERVICES

The following data sets, referred to as “Public Safety Data”, are managed and maintained by the City of Auburn GIS. These are the core data sets available to VRFA in any GIS service outlined in exhibit A. The “Public Safety Data” also includes the data sets required by Valley Communications for the CAD map.

1. Address Points: Address points and/or street centerline
2. Fire Service Reporting and Response Districts: boundaries for response areas
3. Gates and Barriers: access points that are blocked
4. Hydrology: lakes, rivers, streams and waterways
5. Mileposts: points indicating distance to a certain location
6. Police Patrol Districts: larger reporting areas within the City
7. Police Reporting Districts: smaller reporting areas within the districts
8. Political Boundaries: city and county boundaries. Other local government boundaries including water purveyors, fire districts, etc.
9. Railroads: BNSF and Union Pacific
10. Service Area Buffers
11. Streets: street centerlines broken by intersections including street attributes like speed limit, number of lanes, dead-ends, etc....
12. Valley Communication Service Areas: boundary of entire VCC service area
13. Water Hydrants: points of locations, type and flow ratings

In addition, the below data sets have been identified as critical by VRFA as they will be used in the establishment and evaluation of both current and future performance. . These data sets will also be available to VRFA in the same manner that the Public Safety Data is.

14. Topography/Ornithology: elevation and overhead view data
15. Zoning: boundaries indicating City zoning and land use data.
16. Occupancy and Permit: building related data from the City’s permit system
17. Hazard and Critical Areas: landslide, earthquake, lahar, flood, wetland, etc...
18. Fire Demand/Management Zones: boundaries designated by VRFA for response management
19. Required Fire Flow: specific buildings that have special response needs
20. Bridges: non-pedestrian and pedestrian bridges within the City

All services provided are based off of the data sets outlined above.

- VRFA response map development
- VRFA map printing
- Annual reprints of all templated maps
- Map exports (i.e. PDF and image)
- Data exports (i.e. Esri shapefiles and Esri Geodatabase)
- Access to Auburn GIS mobile devices for field data collection

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- Access to web-based map services for data consumption
- GIS liaison between VRFA and VCC on CAD map data
- Assistance/support with GIS related fire accreditation data
- Assistance/support with GIS related programs
- Standard, dedicated eGIS site for VRFA (requires signature of completion by both parties)
- Read-only access to all non-public safety data that GIS stores or has access to

Note: Data will be accessed by VRFA the same way VRFA connects to the City of Auburn over dedicated fiber for access to CRW.

Services not included which may incur additional charges:

- License(s) to Auburn's Esri software
- GIS related training beyond the initial stand up of eGIS site
- Customizations and development of non-standard features for dedicated eGIS site
- Data collection
- Data cleanup on non-Public Safety Data
- Initial cost or maintenance cost of data subscriptions
- Initial cost or maintenance cost of VRFA software
- Data analysis on special projects

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Requests will automatically be forwarded to the City GIS staff members for resolution.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm ("regular business hours"), we will use best efforts to respond within 60 minutes. During high call volumes, we will assist you as soon as possible. Staff will not respond to request made outside regular business hours.

EXHIBIT B COST OF SERVICES

Billing

Services that are billed on an hourly basis will include a brief description of the service and hours provided. Monthly charges for service are based on support items listed above. In the event annual support and services exceed the scope of this agreement, VRFA agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

Monthly Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
General support	Monday through Friday, 7:00 am to 5:00 pm, excluding holidays	General support as outlined in Exhibit A	\$2,024.00
Total Monthly Costs			\$2,024.00

Variable Costs

Support Function	Operating Hours	Billing Rate/Description	Cost
Additional services	---	\$120.00 per hour, with a one (1) hour minimum as outlined in Exhibit A	Variable
Assistance with Records Requests	Monday through Friday, 7:00 am to 5:00 pm, excluding holidays	\$120.00 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates	Variable

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