City Council Meeting
August 5, 2024 - 7:00 PM
City Hall Council Chambers
AGENDA
Watch the meeting LIVE!

Watch the meeting video
Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. PUBLIC PARTICIPATION

1. Public Participation

   The Auburn City Council Meeting scheduled for Monday August 5, 2024 at 7:00 p.m. will be held in person and virtually.

   Virtual Participation Link:

   To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

   https://www.youtube.com/user/watchauburn/live/?nomobile=1

   To listen to the meeting by phone or Zoom, please call the below number or click the link:

   Telephone: 253 205 0468
   Toll Free: 888 475 4499
   Zoom: https://us06web.zoom.us/j/82888211164

A. **Pledge of Allegiance**

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Confirmation of New City Attorney (Council)

VI. AGENDA MODIFICATIONS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. **Audience Participation**

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

   Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.
   Please mail written comments to:
   City of Auburn
   Attn: Shawn Campbell, City Clerk
   25 W Main St
   Auburn, WA 98001

   Please fax written comments to:
   Attn: Shawn Campbell, City Clerk
   Fax number: 253-804-3116

   Email written comments to:
   publiccomment@auburnwa.gov

   If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

B. **Correspondence - (There is no correspondence for Council review.)**

VIII. 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.

1. Finance Ad Hoc Committee (Chair Baldwin)

IX. 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 15, 2024, City Council Meeting

B. Minutes of the July 22 and July 29, 2024, Study Session Meetings

C. Setting the date for Public Hearing for New Cingular Wireless PCS, LLC Franchise Agreement (Gaub)

City Council to set the date for the a Public Hearing for Franchise Agreement No. FRN24-0002 for New Cingular Wireless PCS, LLC

D. Claims Vouchers (Thomas)

Claims voucher list dated July 31, 2024 which includes voucher number 476651 through voucher 477022, in the amount of $4,355,584.66, seven electronic fund transfers in the amount of $7,172.71, and five wire transfers in the amount of $1,042,414.54

E. Payroll Voucher (Thomas)

Payroll check numbers 539600 through 539603 in the amount of $676,508.87, electronic deposit transmissions in the amount of $2,753,595.09, for a grand total of $3,430,103.96 for the period covering July 11, 2024 to July 24, 2024

F. Public Works Project No. CP2101 (Gaub)

City Council to approve an increase of $370,000.00 in the total maximum authorized contract amount for Public Works Contract No. 24-05; Construction of Project No. CP2101, 2023 Local Street Preservation Project

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. RESOLUTIONS

A. Resolution No. 5771 (Byrne/Gaub)

A Resolution authorizing the Mayor to execute an Airport Land Lease with S50 Hangars, LLC

(RECOMMENDED ACTION: Move to adopt Resolution No. 5771.)

B. Resolution No. 5776 (Martinson)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Office of Public Defense to accept and expend Grant Funds for Public Defense Services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5776.)

C. Resolution No. 5777 (Gaub)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Muckleshoot Indian Tribe for the CP2313 Auburn Way S Roundabout Enhancement Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5777.)

D. Resolution No. 5778 (Caillier)

A Resolution declaring an Auburn Police Department Canine as Surplus Property and approving its transfer to a purchaser by contract

(RECOMMENDED ACTION: Move to adopt Resolution No. 5778.)

E. Resolution No. 5779 (Krum)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Cascadia Consulting Group to execute Climate Commitment Program – Phase 1 Scope of Work

(RECOMMENDED ACTION: Move to adopt Resolution No. 5779.)

F. Resolution No. 5782 (Council)

A Resolution amending the City Council Rules of Procedure

(RECOMMENDED ACTION: Move to adopt Resolution No. 5782.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIV. 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.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the July 15, 2024, City Council Meeting

Date:
July 29, 2024

Department:
City Council

Attachments:
07-15-2024 Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: August 5, 2024

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **July 15, 2024 - 7:00 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Mayor Backus led those in attendance in the Pledge of Allegiance.

IV. Roll Call

Councilmembers present: Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, Tracy Taylor, and Acting Deputy Mayor Yolanda Trout-Manuel. Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Acting City Attorney Charlotte Storey, Chief of Police Mark Caillier, Director of Parks, Arts, and Recreation Daryl Faber, Director of Public Works Ingrid Gaub, Financial Planning Manager Frank Downard, Network Analyst Christina Barbuscia, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, Mayor's proclamations, or presentations.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

   No one came forward to speak.

B. Correspondence

There was no correspondence for Council to review.

VIII. 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.

1. Council Rules of Procedure Ad Hoc Committee (Chair Amer)

   Councilmember Amer, Chair of the Council Rules of Procedure Ad Hoc Committee, reported the committee has met and are focused on clarity within the Rules. They anticipate to be ready for the July 29, 2024, Study Session.

2. Finance Ad Hoc Committee (Chair Baldwin)

   Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

IX. 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 1, 2024, City Council Meeting

B. Minutes of the July 8, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated July 10, 2024 which includes voucher number 476478 through voucher 476648, and voucher 476650, in the amount of $11,428,400.56, eleven electronic fund transfers in the amount of $2,936.71, and two wire transfers in the amount of $715,106.74

D. Claims Voucher (Thomas)

Claims voucher list dated July 10, 2024 which includes voucher number 476649, in the amount of $2,500.00

E. Payroll Voucher (Thomas)

Payroll check numbers 539595 through 539599 in the amount of $178,484.26, electronic deposit transmissions in the amount of $2,869,315.81, for a grand total of $3,047,800.07 for the period covering June 27, 2024 to July 10, 2024

Acting Deputy Mayor Trout-Manuel moved and Councilmember Rakes seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. ORDINANCES

A. Ordinance No. 6943 (Thomas)

An Ordinance amending Sections 3.53.020, 3.53.040, and 3.54.150 of the Auburn City Code relating to the administration of the City Business & Occupation (B&O) Tax

Councilmember Baldwin moved and Councilmember T. Taylor seconded to approve Ordinance No. 6943.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6944 (Thomas)

An Ordinance amending Auburn City Code Section 3.52.020 and repealing Auburn City Code Section 3.52.040 related to the administration of City Admissions Tax

Councilmember Baldwin moved and Acting Deputy Mayor Trout-Manuel seconded to approve Ordinance No. 6944.

MOTION CARRIED UNANIMOUSLY. 6-0

XIII. RESOLUTIONS

A. Resolution No. 5774 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend grant funds for the operation of two City Bicycle Programs

Councilmember Rakes moved and Councilmember C. Taylor seconded to

adopt Resolution No. 5774.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Amer reported she attended the Fourth of July Celebration at Les Gove Park.

Councilmember Baldwin reported she attended Auburn Airport Days.

Councilmember Rakes reported she attended the Fourth of July Celebration at Les Gove Park, tour of South Correctional Entity (SCORE) Jail, Good Eggs Breakfast, Auburn Airport Days, and Eileen & Callie's Place 3rd Annual Celebrate 18! Benefit Dinner.

Councilmember C. Taylor reported he attended the tour of SCORE Jail, and Eileen & Callie's Place 3rd Annual Celebrate 18! Benefit Dinner.

Acting Deputy Mayor Trout-Manuel reported she attended the Sound Cities Association (SCA) Domestic Violence Initiative Regional Task Force meeting, King County Children and Youth Advisory Committee meeting, tour of SCORE Jail, and the SCA Regional Water Quality Committee meeting.

B. From the Mayor

Mayor Backus reported she attended the Fourth of July Celebration at Les Gove Park, and Auburn Airport Days. She also attended the Executive Leadership Advisory Group on Preventing Gun Violence meeting and voiced that South King County supports gun control accountability and restorative justice opportunities.

She thanked Director Faber, Director Gaub, and their teams for their hard work on the Fourth of July Celebration and Auburn Airport Days.

She announced an offer has been made and accepted for the City Attorney position and Council Confirmation will occur at the August 5, 2024, City Council meeting. She also announced that Acting City Attorney Ruth is leaving the City and thanked him for all his hard work during his 14 years with the City of Auburn.

XV. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 7:24 p.m.

APPROVED this 5th day of August 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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.

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the July 22 and July 29, 2024, Study Session Meetings

Date:
July 29, 2024

Department:
City Council

Attachments:
07-22-2024 Minutes
07-29-2024 Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: August 5, 2024

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Study Session PWCD SFA** **July 22, 2024 - 5:30 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

A. PUBLIC PARTICIPATION

Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Charlotte Storey, Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Acting Director of Community Development Jason Krum, Director of Special Projects Jeff Tate, Assistant Director of Public Works Jacob Sweeting, Senior Traffic Engineer James Webb, Assistant Traffic Engineer Bryce Beason, Senior Project Engineer Jeffrey Bender, Project Engineer Seth Wickstrom, Real Estate Manager Josh Arndt, Airport Manager Tim Mensonides, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

II. AGENDA MODIFICATIONS

There were no modifications to the agenda.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. 2024 Leadership Retreat Follow Up - Summary (Tate) (20 Minutes)

Summarizing the status and/or next steps related to the 2024 Leadership Retreat

6232

Director Tate provided Council with an overview of the 2024 Leadership Retreat Follow Up Summary including a recap of the department presentations, priority statements, strategic and future plans, Council operations, and post retreat commitments that were discussed at the April 2024 Retreat.

Council discussed the strategic plan timeline, open spaces in downtown, prioritization of future plans, and follow up action plan.

B. 2024 Leadership Retreat Follow Up - Board and Commissions (Tate) (30 Minutes)

Overview of Regional Participation Opportunities

Director Tate provided Council with an overview of the 2024 Leadership Retreat Follow Up of Regional Boards and Commissions including a recap of Boards and Commissions Councilmembers are already a part of, opportunities that are open, and the priority ranking in regards to the impact on the City.

Council discussed priority rankings, interest in opportunities, levels of commitment, and alternate positions.

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Resolution No. 5771 (Storey/Gaub) (15 Minutes)

A Resolution authorizing the Mayor to execute an Airport Land Lease with S50 Hangars, LLC

Councilmember T. Taylor Chaired this portion of the meeting.

Managers Arndt and Mensonides provided Council with an overview of Resolution No. 5771 including the Auburn Airport's economic impact to the City, funding, and Federal Aviation Administration (FAA) lease requirements. They discussed the Land Lease site location, S50 Hangars, LLC, the Lease term, minimum development requirements, initial and future rent costs, and rent adjustments.

Council discussed the site location, event parking, revenue, future rent costs, development plans, and potential future development areas.

B. 2023 State of Our Streets (SOS) Report (Gaub) (20 Minutes)

Engineers Webb and Beason provided Council with an overview of the 2023 State of our Streets including a street preservation overview, Pavement Condition Index (PCI), PCI treatment, summary of the 2023 street conditions, and Preservation Program funding for the Local Street Program and Arterial/Collector Program. They discussed Local Street and Arterial/Collector projects completed in 2023, projects currently in construction, future projects, and next steps.

Council discussed completed projects, and PCI lifetime and conditions.

C. Capital Projects Status Report and Feature Capital Project (Gaub) (20 Minutes)

Engineers Bender and Wickstrom provided Council with an overview of the Capital Project Status Report including the 47 active Capital Projects in construction and design phases, funding, and updates on projects CP2315 R Street SE Preservation, CP2117 A Street Loop, CP2101 2023 Local Streets Preservation, and CP1603 Coal Creek Springs Transmission Main.

They also provided an overview of the Feature Capital Project - CP2110 Regional Growth Center Access including vicinity map, purpose for project, existing conditions, scope and benefits, and estimated funding and schedule timeline.

Council discussed crosswalk areas, community notifications, and bicycle lanes.

VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:12 p.m.

APPROVED this 5th day of August 2024.

_____ _____

LARRY BROWN, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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.

City Council Study Session
July 29, 2024 - 5:30 PM
City Hall Council Chambers
MINUTES

Watch the meeting video

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Councilmember Kate Baldwin attended the meeting virtually, and Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Charlotte Storey, Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Special Projects Jeff Tate, Director of the Office of Equity Brenda Goodson-Moore, Director of Human Services Kent Hay, Director of Innovation and Technology David Travis, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Proposed Changes to City Council Rules of Procedure

Councilmember Amer, Chair of the Council Rules of Procedure Ad Hoc Committee, presented the proposed changes to the Council Rules of Procedure provided by Councilmembers and compiled by the Ad Hoc Committee including updated language, proposed changes to the replacement of a vacant Council position, and Council Policies.

Council discussed the proposed changes.

Councilmember Amer recessed the meeting for 5 minutes at 7:07 p.m.

Councilmember Amer reconvened the meeting at 7:12 p.m.

V. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:34 p.m.

APPROVED this 5th day of August 2024.

_____ _____

LARRY BROWN, DEPUTY MAYOR Shawn Campbell, City Clerk

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.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Setting the date for Public Hearing for New Cingular Wireless PCS, LLC Franchise Agreement (Gaub)

Date:
July 29, 2024

Department:
Public Works

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to set the date of the Public Hearing for Franchise Agreement No. FRN24-0002 for New Cingular Wireless PCS, LLC for a Small Wireless Facilities Telecommunication Franchise as August 19, 2024, at 7:00 pm.

Background for Motion:

Background Summary:

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a franchise agreement. Staff requests that the City Council set the date of the Public Hearing for Franchise Agreement No. FRN24-0002 for New Cingular Wireless PCS, LLC for a Small Wireless Facilities Telecommunication Franchise as August 19, 2024, at 7:00 pm.

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

New Cingular Wireless PCS, LLC has applied for a new franchise agreement to continue to operate their existing small wireless telecommunications facilities in the public ways within the City limits as their current Franchise Agreement will expire in the near future. New Cingular provides telecommunications services that includes but is not limited to personal wireless and data communications services. The proposed agreement is consistent with the City's standard franchise agreement language.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: August 5, 2024
Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
July 29, 2024

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims voucher list dated July 31, 2024 which includes voucher number 476651 through voucher 477022, in the amount of $4,355,584.66, seven electronic fund transfers in the amount of $7,172.71, and five wire transfers in the amount of $1,042,414.54.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: August 5, 2024
Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)

Date:
July 29, 2024

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539600 through 539603 in the amount of $676,508.87, electronic deposit transmissions in the amount of $2,753,595.09, for a grand total of $3,430,103.96 for the period covering July 11, 2024 to July 24, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: August 5, 2024
Item Number: CA.E

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP2101 (Gaub)

Date:
July 29, 2024

Department:
Public Works

Attachments:
Vicinity Map

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to approve an increase of $370,000.00 in the total maximum authorized contract amount for Public Works Contract No. 24-05; Construction of Project No. CP2101, 2023 Local Street Preservation Project.

Background for Motion:

Background Summary:

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

CP2101 - 2023 Local Street Preservation Project is currently under contract for construction and is repairing, replacing, and preserving pavement on various local City streets. During paving preparation activities in the alleyway east of Auburn Way N between Park Ave and 6th Street NE, a broken sewer main was discovered that was allowing dirt and rocks to fall into the main creating a potential for blockage of the sewer main. An emergency repair and pipe condition assessment was completed. To fund the repair and replacement of the sewer main, an increase in the total authorized contract amount of $370,000.00 is requested, which is available within the approved overall project budget.

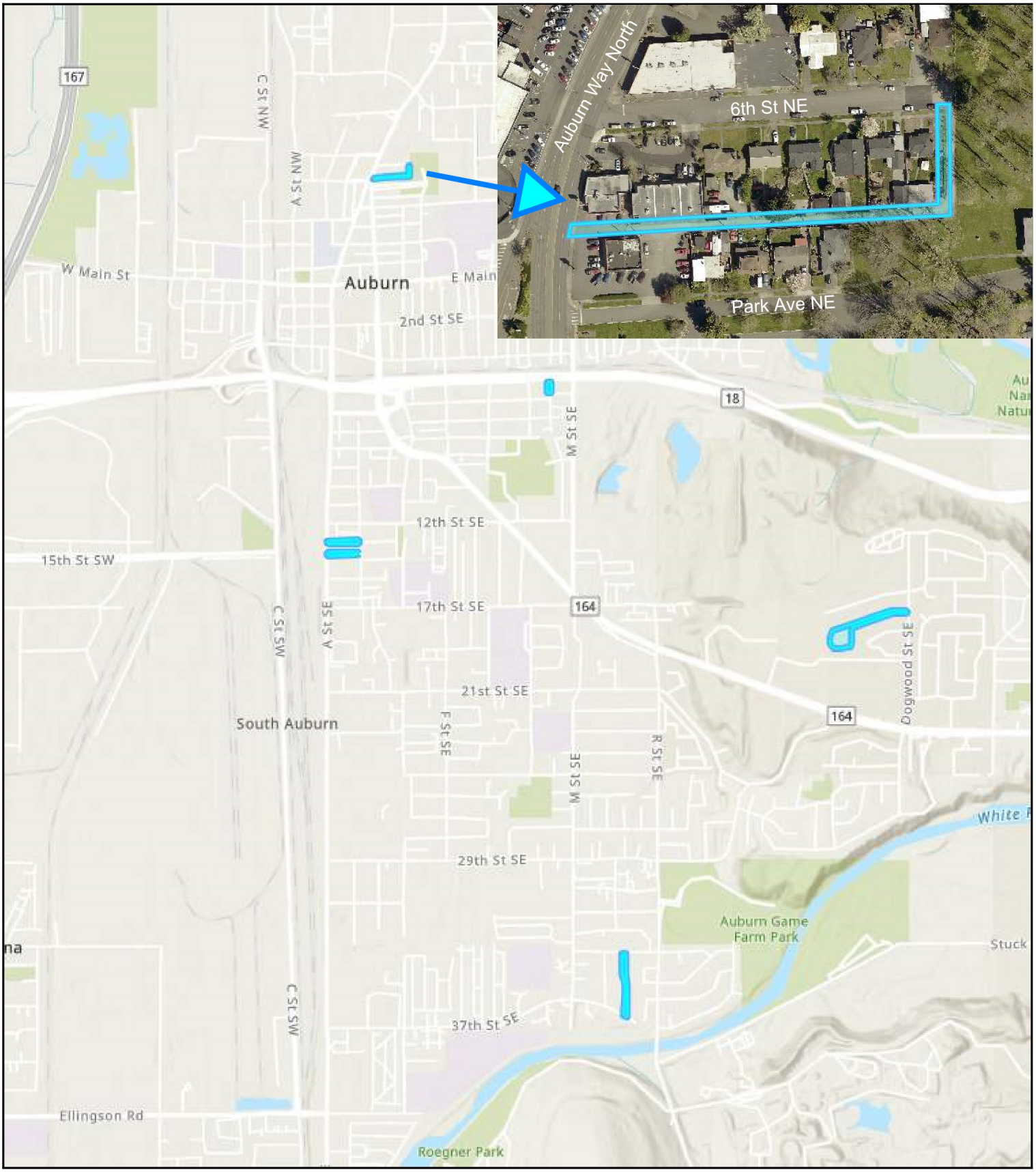
Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: August 5, 2024
Item Number: CA.F

CP2101 Vicinity Map

Printed On: 7/22/2024

Map created by City of Auburn eGIS



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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. 5771 (Byrne/Gaub)

Date:
July 31, 2024

Department:
Legal and Public Works

Attachments:
Resolution No. 5771
S50 Executed - SE Dev. Land Lease

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5771.

Background for Motion:

City staff recommend the adoption of Resolution 5771, authorizing the Mayor to enter into a land lease agreement with S50 Hangars, LLC at the Auburn Municipal Airport.

Background Summary:

S50 Hangars, LLC ("S50") operates varying lines of businesses in the aeronautical industry, including: consulting, Fixed Base Operations ("FBO") diligence and valuations, and aeronautical facility development.

Under this land lease S50 will lease the entire SE development area consisting of roughly 4 acres from the City for a term of up to 50 years (max allowed by the Federal Aviation Administration ("FAA")). S50 intends to develop this site with aeronautical facilities, which at a minimum will include aircraft hangars, but may also include fuel facilities and other facilities typically found on general aviation airports.

Development of the site will likely be done in several phases and over several years, however, S50 is obligated to meet minimum development requirements of completing no less than 35,000 square feet of hangars within the first 5 years of the lease or risk termination of the lease.

S50 will pay the City $11,284 upon commencement of the lease. This payment will constitute as rent for the first 3 years of the lease. The reduced amount frees up capital for S50 to use for development purposes. Beginning the 4th year of the lease the annual rent for the site will generate a minimum of $113,000. In addition to the rent, the Airport also retains the ability to lease tie-downs on the site not currently under construction. Revenues generated from the tie-downs will be fully retained by the City.

The lease also contains a rider which the Tenant has the option of exercising:

S50 will have the right to secure up to an additional 50,000 square feet of land for future development. The additional land may be a single or multiple sites. This additional land is referred to as "Parcel B". S50 has 3 months from commencement of the lease to identify Parcel B. If no

Parcel B is identified, then this lease rider automatically “falls off”. If a Parcel B is timely identified then S50 will be responsible for paying rent in the amount of $1.00 per square foot, annually for Parcel B for the next 4.5 years, but there will be no development requirements during this time. At the end of this period (4.5 years), S50 is required to provide notice to the City if it elects to continue leasing Parcel B. If it does, S50 will be required to develop Parcel B with no less than 5,000 square feet of aeronautical facilities, while also continuing to pay rent on Parcel B. If S50 elects not to continuing leasing Parcel B then the property is returned to the Airport.

Reviewed by Council Committees:

Councilmember:	Tracy Taylor	**Staff:**	Paul Byrne and Ingrid Gaub
Meeting Date:	August 5, 2024	Item Number:	RES.A

RESOLUTION NO. 5771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AIRPORT LAND LEASE WITH S50 HANGARS, LLC

WHEREAS, The Auburn Municipal Airport ("Airport") has land identified in its 2015 Airport Master Plan (the "Master Plan") designated for future development of aeronautical facilities; and

WHEREAS, S50 Hangars LLC ("S50") has the means, expertise, experience, and desire to develop aeronautical facilities on the Airport; and

WHEREAS, S50 and the City have entered into negotiations to lease site(s) identified in Master Plan to S50; and

WHEREAS, the lease requires S50 to meet certain development thresholds to maintain compliant with the lease requirements; and

WHEREAS, development of the site would help satisfy both a local and regional demand for aeronautical facilities while also providing a positive economic impact to the City and added revenue to the Airport;

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

Section 1. The Mayor is authorized to execute a land lease which shall be in substantial conformity with the land lease attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

AIRPORT LAND LEASE
SE DEVELOPMENT AREA
BETWEEN THE CITY OF AUBURN AND S50 HANGARS, LLC

THIS LEASE AGREEMENT (the "Lease"), is entered into and shall commence on _____, 20___ (the "Commencement Date") by and between the City of Auburn, a Washington municipal corporation ("Landlord" or "City") and S50 Hangars, LLC (a Washington State Limited Liability Company, "Tenant") or assigns, together referred to as the "Parties".

RECITALS:

1. The City owns and operates The Auburn Municipal Airport which has land sites identified in its 2015 Airport Master Plan that are available for aeronautical facility development; and

2. The Tenant is interested in developing the Airport Master Plan's SE development site; and

3. The City of Auburn is authorized by RCW 14.08.120(1)(d) to lease City Airport property to the Tenant for the common benefit; and

4. The Auburn City Council has approved the terms of this lease through its enactment of Resolution 5771.

NOW, THEREFORE, in consideration of the mutual promises set out in this Lease, Tenant and the City agree as follows:

ARTICLE 1:
PREMISES LEASED

1.1) Land/Premises. For and in consideration of the rent and faithful performance by the Tenant of the terms, conditions and the mutual covenants, Landlord leases to the Tenant, and the Tenant leases from the Landlord, the real property legally described in **Exhibit A-1** (the "Land"), which Land consists of One hundred seventy-four thousand, three hundred and sixteen (174,316) square feet as depicted in **Exhibit A-2**. Together, **Exhibit A-1** and **Exhibit A-2** are attached and incorporated into this lease by reference. The Land is situated in the County of King, State of Washington, and is located at the Auburn Municipal Airport (the "Airport"). The term "Premises" as used in this Lease, means the Land and any Improvements (as defined in Section 3.2 below) constructed and existing on the Land from time to time during the Lease term.

1.2) Landlord Hazardous Substances Representation. Landlord represents and warrants that, to the best of the City's knowledge, without duty of inquiry, there are no RCW 70A.305.020(13)(a) hazardous substances on, in or under the Land.

1.3) As Is Clause. EXCEPT FOR LANDLORD'S EXPRESS REPRESENTATIONS SET FORTH IN THIS LEASE (INCLUDING WITHOUT LIMITATION SECTION 1.2 ABOVE), TENANT ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS

INSPECTION AND INVESTIGATION OF THE LAND, AND ACCEPTS THE LAND "AS-IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY CITY OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CITY WITH RESPECT TO THE PHYSICAL CONDITION OF THE LAND. TENANT SHALL HAVE DETERMINED TO ITS SATISFACTION UPON ITS EXECUTION HEREOF THAT THE LAND CAN BE USED FOR THE PURPOSES IT INTENDS AND WHICH ARE PERMITTED UNDER THIS LEASE. EXCEPT FOR LANDLORD'S EXPRESS REPRESENTATIONS SET FORTH IN THIS LEASE (INCLUDING WITHOUT LIMITATION SECTION 1.2 ABOVE), TENANT ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR CITY'S AGENTS HAS MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE HABITABILITY, LEASABILITY OR SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LAND, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES, WASTES OR MATERIALS AS DEFINED BY STATE, FEDERAL OR LOCAL LAW, ALL OF WHICH WARRANTIES LANDLORD HEREBY EXPRESSLY DISCLAIMS.

ARTICLE 2:
TERM

2.1) Preliminary Term. The "Preliminary Term" of this Lease shall be for 60 months (5 years), commencing on the Commencement Date, and expiring at midnight on the last day of the 59th month, unless sooner terminated pursuant to any provision of this Lease.

2.2) Remaining Term. The "Remaining Term" of this Lease shall begin the 61st month and expire at midnight on the last day of the 600th month (the "Expiration Date"), unless sooner terminated pursuant to any provision of this Lease.

The Primary and Remaining terms shall collectively be referred to as the "Term".

2.3) Termination prior to the completion of the Preliminary Term. Tenant will have the right to terminate this Lease at any point and for any reason prior to the completion of the Preliminary Term, subject to City's acceptance of one of the following: i) Tenant returns the Premises to the condition that substantially existed prior to the Commencement Date, ii) Tenant provides a Bill of Sale for all Improvements completed by Tenant, which Tenant must provide said Improvements free and clear of all liens including but not limited to: construction loans, mechanics liens and equity interests, or iii) City and Tenant agree in writing to another "workout" option.

ARTICLE 3:

PERMITTED USES, DEVELOPMENT & MINIMUM DEVELOPMENT

3.1) Permitted Uses. Tenant has warranted to the City that Tenant intends to develop the Premises by constructing improvements on, under or about the Premises. The City permits the Tenant the right to develop those Improvements defined in and consistent with the provisions outlined in Section 3.2. The City further permits Tenant the right to sublease land and/or aircraft hangars, operate or permit a subtenant the right to operate or conduct Fixed Base Operations ("FBO"), Maintenance and Repair Operations ("MRO"), aircraft sales and leasing, aircraft charters, EVTOL operations, and the sale and distribution of "Jet A", or other alternative aviation fuels so long as they do not compete with existing fuel operations conducted by the City. Notwithstanding the foregoing, Tenant shall have the right to install, operate and provide fuel sales of any kind, regardless of any City operations which may exist so long as Tenant's fuel sales are limited to Tenant's Subtenants. All fuel distribution and sales, regardless of fuel type or customer will be subject to a separate "Fuel Operating Agreement" between the parties. Use of the Premises and all Improvements within the Premises shall be for aeronautical purposes per FAA policy 81 FR 38906, Uses of the Premises shall also be subject to Auburn City Code (ACC) 12.56, the Airport Rules & Regulations, and the Minimum Standards & Development Standards as they may be amended from time to time (hereby incorporated by this reference). Use of the Premises for overnight sleeping, unless limited to short-term flight crew quarters, or fueling aircraft inside of any Hangar (defined in Section 3.2 below) is prohibited.

3.2) Development. Tenant's development shall be limited to the construction of aircraft hangars, hangar alterations, and utilities ("Hangars"), any alterations or additions to the Hangars, "On-Site Fuel Facilities" (defined in Section 2 of **Exhibit B**), pavement, pavement markings, and any other Landlord permitted improvements built on the Premises (collectively and individually the "Improvements"). Construction of the initial Improvements shall begin no later than the 1st day of the 37th month (the "Initial Improvements Construction Commencement Deadline") of the Lease or be subject to termination as described below in Section 3.2.1. The Improvements shall be subject to and in conformity with the plans and specifications described in **Exhibit B**. The Tenant's plans and specifications shall include, without limitation, details of any right of way or taxi-way entrances to be constructed by Tenant, as well as the building materials for and design of the Improvements. Landlord shall have the right to approve the final plans for the Improvements, which approval shall not be unreasonably withheld, conditioned or delayed (approvals will be issued upon demonstration that proposed development meets all applicable requirements of city adopted codes and standards). Upon Commencement of Construction (defined as the date upon which the Tenant has obtained all necessary permits and approvals for and has begun altering the Premises in connection with construction activities) of the Improvements, the Improvements shall be deemed to include and be part of the Premises for all purposes hereunder; provided that, subject to Article 8 all Improvements shall be owned by Tenant. Both parties agree that Tenant's development of the Improvements is not a public work defined by RCW 39.04.010(4) and/or WAC 296-127-010(7). Tenant agrees that any development of the Improvements would be at its own cost and expense, and that Tenant is not an agent or construction agent of the City for purposes of its development of the Improvements. Abandonment of construction, whether it be of the Initial Improvements (as defined Section 3.3 below) or any subsequent Improvements for a period of 9 consecutive months or more once construction of said Improvement has begun shall constitute a

breach of this Lease and the City shall have all the rights afforded to it under Section 22 below, including but not limited to terminating this Lease.

3.2.1) Termination for Non-Construction. If Tenant has not commenced construction of the Initial Improvements by the Initial Improvements Construction Commencement Deadline, then this Lease shall automatically terminate. Tenant may also provide written notice to Landlord prior to the Initial Improvement Construction Commencement Deadline that it no longer intends to develop the Premises, and in such case as a written notice has been provided the Parties may agree to an earlier termination date. Should this Lease terminate under the provisions of this section then the Tenant shall owe no other duties or obligations under this Lease other than those applicable provisions outlined in Section 8.2. Tenant is not entitled to reimbursement of any pre-paid rent, permit fees, pre-development costs or any other costs of fees incurred as a result of this Lease or any development of the Premises under this provision.

3.3) Minimum Development. While both the City and Tenant acknowledge and agree that development can occur at any time throughout the Lease, Tenant warrants it shall have Substantially Completed no less than 35,000 square feet of aircraft hangars (the "Initial Improvements") prior to the expiration of the Preliminary Term (the "Initial Improvements Completion Deadline"). "Substantially Complete" being defined as having received final acceptance of all permits and/or a certificate of occupancy or an administrative Temporary Certificate of Occupancy (each the "CO") under ACC 15.07.100).

3.3.2) Termination due to Minimum Development Requirements. So long as Tenant is diligently pursuing completion of the Initial Improvements, failure of Tenant to complete the Initial Improvements by the Initial Improvements Completion Deadline shall not constitute a Default by Tenant nor allow Landlord to terminate the Lease. If Landlord wishes to terminate this Lease due to Tenant's failure to Substantially Complete the Initial Improvements, Landlord shall provide written notice to Tenant of Landlord's intention to terminate the Lease due to Tenant's failure to Substantially Complete the Initial Improvements. If Tenant does not re-commence construction of the Initial Improvements within thirty (30) business days after receipt of such notice and thereafter diligently pursue the same to completion this Lease shall automatically terminate and Section 3.3.3 shall apply.

3.3.3) Return of Premises Following Termination. In the event of termination due to Tenant's inability to meet the minimum development requirement by the Initial Improvements Completion Deadline, Tenant shall be responsible for returning the Premises to the Landlord, within 12 months of the Initial Improvement Completion Deadline in one of the following manners: i) in the condition that reasonably existed prior to Lease Commencement, ii) provide Landlord with a Bill of Sale for all completed Improvements, but remove any non-Substantially Complete Improvements, returning the Premises to the condition that reasonably existed prior to Commencement, or iii) work out a separate written agreement with the Landlord for the return of the Premises. Tenant's return of the Premises shall be made without mortgage, mechanics or material liens or any other encumbrances on the Premises or any of the Improvements. Tenant shall also be responsible for Rent at the then existing amount, subject to rent adjustments described in Article 6 until such date as the Landlord has accepted return of the Premises.

ARTICLE 4:
CONDOMINIUMIZATION

At any point during the Lease, the Tenant shall be entitled condominiumize the whole, or portions Premises pursuant to the provisions of RCW Chapter 64.34 (the "Condominium Act"); provided, however, that prior to recording the condominium declaration (the "Declaration) and the survey Maps and Plans (the "Survey Maps and Plans") in the official records of King County, Tenant must first provide Landlord with a completed "Draft Copies" of the Declaration and Survey Maps and Plans for Landlords review. Upon receipt of the Draft Copies, Landlord shall have 60 calendar days to provide its "Written Response" of approval or rejection of the Draft Copies. If Landlord rejects the Draft Copies Landlord's Written Response must state the reason(s) for their rejection. Tenant may elect to address Landlord's rejections by submitting "Revised Draft Copies #[insert revision number]" to Landlord for their review. Landlord shall have 30 calendar days to provide its written response to Tenant's Revised Draft Copies. Any "non-response", defined as not providing a Written Response of rejection within the allotted review time shall be deemed as approval by the Landlord. Delivery of all materials and/or correspondence above shall be provided in accordance with Article 29 below.

ARTICLE 5:
RENT, IMPOSITIONS & LEASEHOLD EXCISE TAX

5.1) Initial Rent. Within 15 days of the Commencement Date Tenant shall pay to Landlord an "Initial Rent" of ELEVEN THOUSAND TWO HUNDRED EIGHTY FOUR ($11,284) DOLLARS. The Initial Rent shall be inclusive of all Rent and Impositions (as defined below) owed by Tenant from the Commencement Date through the 36th month. Should this Lease be terminated per Article 3.2.1, Tenant will not be entitled to a reimbursement or refund, either in whole or in part.

5.2) Monthly Base Rent. Commencing upon the beginning of the 37th month and extending until the first Fair Market Value adjustment date described in Section 6.4 the Tenant will pay to Landlord an annual lease rate for the Land (the "Annual Lease Rate") based upon the lesser of the following: i) $0.75 per square foot of land, per year, or ii) 35% less than the 2025 Fair Market Value for Improved Land. But in no event will the Annual Lease Rate following the start of the 37th month be less than $0.65 per square foot of land per year. The Annual Lease Rate shall be paid in equal monthly installments (the "Monthly Base Rent") payable on or before the first (1st) day of each calendar month thereafter. In the event that the beginning of the 37th month should occur on a date other than the first calendar day of the month, or this Agreement is terminated on a day other than the last calendar day of the month, Rent (as defined in Section 5.4) shall be paid based on a prorated amount based upon a thirty (30) day month.

5.3 Impositions. In addition to the Monthly Base Rent, from and after the Rent Commencement Date, Tenant shall also be responsible for payment of any security fees assessed on (and solely with respect to) the Improvements and statutory leasehold excise tax imposed by RCW Chapter 82.29A (the "Impositions"). Either the Landlord or Tenant may contest the validity or amount (including the assessed valuation upon the Premises and any exemptions applicable to

any portion thereof) of any Imposition for which either is responsible in whole or in part, and which such party in good faith believes is excessive, improper or invalid. In such event, the payment thereof may be deferred during the pendency of such contest, if diligently prosecuted, but in no event shall Tenant allow a lien for any unpaid taxes which it is contesting to attach to the Premises. Each party agrees to join at the other's request in any such contest to the extent such joinder is prerequisite to such prosecution under statute, regulation or administrative practice. In connection with a judicial or administrative challenge to any assessment, Tenant may take advantage of any stay in collection available under statute, regulation, or court or administrative order or rules. Nothing herein contained, however, shall be so construed as to allow such items to remain unpaid for such length of time as shall permit the Premises, or any part thereof, to be sold by any governmental, city or municipal authority for the nonpayment of the same. Within ten (10) calendar days after the amount of such contested item is finally determined to be due, the party liable for such Imposition shall pay the amounts so determined, together with the penalties, interest and expenses associated with such contest.

5.4) Net Lease. Collectively, the Monthly Base Rent and the Impositions are hereinafter referred to as the rent ("Rent"). Notwithstanding the maintenance responsibilities described in Article 16 or the utility responsibilities described in Article 19, it is the intent of the Landlord and Tenant that the Rent due hereunder shall be absolutely net to Landlord and that Tenant will pay all costs, and expenses specifically relating to the Premises whether specifically mentioned or not; provided that the City shall not unilaterally assess any additional taxes, assessments or other monetary obligations on the Premises that are not generally assessed against all similarly situated properties in the City.

ARTICLE 6:
RENT ADJUSTMENTS

6.1) Adjustments. With the first adjustment occurring on January 1, 2030, the Monthly Base Rent will be adjusted on January 1st of every year thereafter in accordance with this Article 6. Notwithstanding the foregoing, Monthly Base Rent will be adjusted every five (5) years equal the "fair market rental value" (FMV) of Auburn Airport land, pursuant to the procedure set forth in Section 6.4 below. No such adjustment, however, will reduce the amount of Monthly Base Rent below the amount of the respective Monthly Base Rent that is being adjusted.

6.2) Definitions: The adjusted Monthly Base Rent shall be determined in accordance with the formula set forth in Section 6.3 below. In applying the formula, the following definitions apply:

(1) "Bureau" means the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency.

(2) "Price Index" means the Consumer Price Index (the "CPI-W") for the month of August for all Urban Consumers, All Items (Seattle-Tacoma-Bellevue) issued from time to time by the Bureau, or any other measure hereafter employed by the Bureau in lieu of the price index that measures the cost of living or if said Bureau should cease to issue such indices and any other agency of the United States should perform substantially the same function, then the indices issued by such other agency.

6.3) Price Index Adjustment. The adjusted Monthly Base Rent shall be determined by multiplying the Monthly Base Rent being adjusted by a multiplier equal to the percentage change in the Price Index since the last adjustment, example:

(Percentage change in Price Index) x (current Monthly Base Rent) = (Adjusted Monthly Base Rent)

6.4) Fair Market Value Adjustment. With the first adjustment being January 1, 2030 and every five (5) years thereafter, the Monthly Base Rent will be revised to be the fair market rental value (the "FMV") of the Land, excluding rental or other value of any Tenant constructed Improvements. Landlord will retain and pay the costs of an MAI appraiser to make an initial determination of the FMV and provide the same to Tenant. The annual adjustment formula set forth in Sections 6.2 & 6.3 will not be applied each such fifth (5th) year. Landlord may, at its discretion, utilize an appraisal completed within 12 months prior to the date of the periodic FMV adjustment. Additionally, this appraisal may be used by Landlord for setting rates for leases other than this Lease. In the event Tenant disagrees with the FMV set forth in Landlord's appraisal, Tenant may, at its own expense, retain a second appraisal completed by an MAI certified appraiser. Landlord and Tenant will then attempt to negotiate a FMV lease rate. If these negotiations are unsuccessful, the parties will mutually agree on the selection of an arbitrator or, if they cannot agree, either party may submit the matter of the FMV for the pertinent adjustment date to Dispute Resolution pursuant to Section 30.7 below. The costs of arbitration will be shared equally. The arbitrator's determination will be based upon the appraisals, but in no event will the new Monthly Base Rent be lower than the Monthly Base Rent in effect at the time of arbitration. The decision of the arbitrator regarding the increases will be final. In the event of ongoing negotiations or arbitration, the determined rental rate will be made retroactive to January 1 of the current FMV cycle.

ARTICLE 7:
LATE CHARGES

Tenant hereby acknowledges that late payments of rent or any other sums due hereunder will cause the Landlord to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of rent or any other sum due from Tenant is not received by the Landlord within ten (10) calendar days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay the Landlord a late charge equal to 15% of the overdue amount. The Parties agree that such late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by the Landlord in no event constitutes a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

In the event that a late charge is payable in this Lease or otherwise, whether or not collected, for three (3) installments of rent in any 12-month period, then rent shall automatically become due and payable quarterly in advance, rather than monthly notwithstanding any other provision of this Lease to the contrary. In addition to the late charges provided for in this section, in the event any payments hereunder are not paid within thirty (30) days of when due, interest shall accrue on Rent, and any other sums due hereunder, at the rate of one and one-half percent 1.5% per month from the date due until paid.

ARTICLE 8:
OWNERSHIP OF IMPROVEMENTS & RETURN OF PREMISES AT END OF LEASE

8.1) Ownership of Improvements. Notwithstanding Section 3.3.3 above, during the Term of this Lease, all Improvements located on the Land, including without limitation, the Initial Improvements and all additions, alterations, and improvements thereto or replacements thereof, and all appurtenant fixtures, machinery, and equipment installed therein, shall be the property of the Tenant. All improvements and all additions, alterations, and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, with the exception of any fixtures, machinery and equipment owned by Tenant or any Subtenant and which can be readily removed without material damage to the Improvements, shall become the property of Landlord upon expiration or earlier termination of the lease term. Tenant warrants that prior to all Improvements transferred to Landlord shall be accompanied by a title insurance policy paid for by the Tenant warrantying clear title to the Improvements.

8.2) Removal of Personal Property. Upon expiration or earlier termination of this Lease or upon termination of Tenant's right to possession, Tenant shall remove or have caused to be removed at its expense all personal property placed upon the Premises not considered part of the Improvements. Any such property not so removed from the Premises shall, at the election of Landlord, be retained by Landlord or may be removed and stored by Landlord at Tenant's expense, provided that, Landlord shall recover any costs and expenses from the Tenant resulting therefrom. Tenant shall further be responsible for any cost and expense related to obtaining all necessary permits to do the work as well as any shoring, utility relocation or any other reasonably necessary or required work to ensure that the removal of the personal property does not negatively harm or impact other buildings or improvements located on or off the Premises.

ARTICLE 9:
INSURANCE

9.1) Insurance. Article 4 of the *Auburn Municipal Airport Minimum Operating Standards,* as may be amended from time to time, the most current copy of which can be found at auburnmunicipalairport.com/documents-and-forms, is hereby incorporated into this agreement by this reference. Upon Commencement of Construction, Tenant, and any Subtenant, assignee, licensee, contractor, subcontractor, or agent of Tenant shall at all times have in effect the following types of insurance as applicable and at the minimum amounts described below or found in the document referenced above. In the event that the insurance amounts referenced in subparagraphs

I - VII below differ from the then current amounts noted in Article 4 of the Auburn Municipal Airport Minimum Operating Standards, the higher amounts shall apply:

(I) Commercial General Liability insurance policy CG 00 01 in the amount of $2,000,000 per occurrence and $2,000,000 annual aggregate. Products-completed operations liability insurance in the amount of at least $2,000,000 per occurrence. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.

(II) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of at least $2,000,000 per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an endorsement is required providing $2,000,000 per occurrence limits of liability for bodily injury and property damage.

(III) Special Causes of Loss Property Form covering all improvements and fixtures on the commercial airport operator's premises in an amount no less than the full replacement cost thereof, to the extent of the commercial airport operator's insurable interest in the premises.

(IV) Worker's compensation insurance as required by law and employer's liability insurance in the amount of $100,000 per accident, $100,000 disease per person, $500,000 disease policy limit.

(V) Aircraft liability insurance in the amount of at least $1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.

(VI) Hangar keeper's liability insurance in the amount of at least $1,000,000 per occurrence, or more as values or Landlord require.

(VII) If applicable, Tenant shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Tenant in the amount of $1,000,000 each incident, $2,000,000 aggregate. The policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

9.2) In addition to the types and amounts of insurance required in Article 9.1 above, Tenant shall at all times maintain such other insurance as the Landlord may, upon not less than sixty (60) days prior notice to Tenant, reasonably determine to be necessary for Tenant's airport activities and that is commercially available and customarily required to be carried by City of Auburn airport tenants engaged in similar activities.

9.3) All insurance shall be in a form and from an insurance company with Best's financial rating of at least an "A". All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "Additional Insured", and the Tenant shall furnish certificates of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for thirty (30) day notice of cancellation or material change in any policy limit or conditions.

9.4) The Tenant's insurance coverage shall be primary insurance with respect to Landlord's insurable risk. Any insurance, self-insurance, or insurance pool coverage maintained by Landlord shall be in excess of the Tenant's insurance and shall not contribute with it.

9.5) Indemnification / Hold Harmless.

(a) By Tenant. Tenant shall defend, indemnify, and hold harmless Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except to the extent such injury or damage results from the negligence or willful misconduct of Landlord.

(b) By Landlord. Landlord shall defend, indemnify and hold harmless Tenant, its owners, officers, employees and contractors from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Landlord's negligence or willful misconduct, or from any activity, work or thing done, permitted, or suffered by Landlord, its agents, officers employees or contractors in or about the Premises, except to the extent such injury or damage results from the negligence or willful misconduct of Tenant.

(c) Solely for the purpose of effectuating the mutual indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Landlord or Tenant), Landlord and Tenant specifically and expressly waive any immunity under applicable federal, state or local Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. The parties acknowledge that the foregoing provisions of this Section have been specifically and mutually negotiated between the parties.

ARTICLE 10:
DAMAGE, DESTRUCTION AND REPAIR

10.1) In the event of damage to, or destruction of the Improvements, if: (a) the cost of repairing or reconstructing the Improvements to the condition and form immediately prior to such damage or destruction does not exceed fifty percent (50%) of the then-new replacement cost thereof, (b) the continued use of the Improvements prior to such event is consistent with surrounding Airport properties, and (c) proceeds from insurance carried by Tenant (or which would have been carried by Tenant as required pursuant to Article 9 above), together with required deductibles thereunder, will be sufficient to cover the cost of such reconstruction, then Tenant shall effect such repair and reconstruction of the Improvements so damaged or destroyed to substantially their condition prior to said damage or destruction; provided that Tenant may construct alternative improvements subject to Landlord's consent which shall not be unreasonably withheld, conditioned or delayed. All such work shall be carried out in accordance with plans and specifications prepared by a licensed architect or architects approve by Landlord (acting reasonably) if such an architect is reasonably required given the scope and nature of the work. Landlord shall, promptly upon request for affirmation or confirmation from Tenant, affirm or confirm that the continued use of the Improvements prior to such event is consistent with surrounding Airport properties. If the parties do not agree with respect thereto, then Tenant may defer all construction or restoration activities pending final determination of such matter pursuant to the dispute resolution procedures herein.

10.2) In the event of damage to, or destruction of the Improvements, if: (a) the cost of repairing or reconstructing the Improvements to the condition and form immediately prior to such damage or destruction exceeds fifty percent (50%) of the then-new replacement cost thereof, (b) the continued use of the Improvements prior to such event is not consistent with surrounding Airport properties, or (c) proceeds from insurance carried by Tenant (or which would have been carried by Tenant as required pursuant to Article 9 above), together with required deductibles thereunder, are not sufficient to cover the cost of such reconstruction, then Tenant may elect by written notice to Landlord given within sixty (60) calendar days after the date of the damage to terminate this Lease; provided that this Lease shall not terminate unless and until Tenant has, at its cost and expense, restored the Premises to grade level and removed all debris therefrom, including all improvements above and below ground, as and to the extent required by Landlord by written notice provided no later than sixty (60) calendar days after Tenant's written election to terminate. In no event will the Monthly Base Rent or any other form of rent be abated during such period of reconstruction and/or restoration.

ARTICLE 11:
ASSIGNMENT AND SUBLETTING

11.1) Assignments. Any assignment by Tenant of its Leasehold Estate in this Lease ("Assignment") to an unaffiliated third party ("Assignee") shall be subject to Landlord's prior written approval as provided herein. For purpose of this Lease, the term "Assignment" shall include a transfer of more than 50% interest in the Tenant entity to a non-affiliated third party. Landlord's review and approval of an Assignment may not be unreasonably withheld, conditioned or delayed if Tenant submits the documentation required in Section 11.1.1 demonstrating that the Assignment fully satisfies the conditions set forth in Section 11.1.2 and subject to fees described in Section 11.5.

11.1.1) Assignment Approval Process. In order to request Landlord's consent to an Assignment, Tenant shall submit to Landlord the following items at least thirty (30) days prior to the proposed effective date of such Assignment:

(a) The names of the direct owners, shareholders, members or partners that have day-to-day management responsibility of the proposed Assignee and any other information in Tenant's possession or control regarding the qualifications of the proposed Assignee or its direct owners, shareholders, members or partners;

(b) An explanation of the proposed ownership of and managers to be retained by the proposed Assignee;

(c) A copy of the proposed assignment and assumption agreement which shall provide that the Assignee will be bound by all of the provisions, terms, covenants, and conditions of this Lease.

11.1.2) Conditions for Landlord's Reasonable Approval of Assignment. Landlord shall not withhold, condition, or delay its approval of any proposed Assignment once all of the following conditions are satisfied:

(a) Any Default by Tenant under this Lease will be cured at or prior to the effective date of the Assignment except to the extent the Event of Default is related to a specific covenant, representation or warranty of the transferring entity such that a breach thereof cannot be cured by an Assignee;

(b) The use and occupancy of the Premises by the Assignee will be consistent with Article 4;

(c) All of the documentation required under Section 11.1.1 has been delivered to Landlord;

(d) Assignee's financial statements necessary to demonstrate the financial capacity to perform Tenant's obligations under this Lease; and

(e) Assignee shall assume all of Tenant's obligations under this Lease from and after the date of the Assignment.

If the foregoing conditions are not satisfied Landlord may reasonably withhold, condition or delay its consent to an Assignment. If Landlord does not respond to a request for consent within thirty

(30) days after receiving a notice from Tenant requesting Landlord's consent to an Assignment, Landlord shall be deemed to have given its consent. Any denial of consent must be in writing and must contain an explanation of those conditions that failed to be met and/or other reasonable grounds on which Landlord has denied consent. Upon consummation of an Assignment to which Landlord has consented (or deemed to have consented), the transferring Tenant shall be released from obligations arising under this Lease from and after the date of such Assignment and, upon written request by the transferring Tenant, Landlord will execute and deliver commercially reasonable documentation in recordable form confirming its consent to the Assignment and release of the transferring Tenant as provided above. In the event of a dispute as to Landlord's consent to any Assignment request or release of the assigning Tenant under this Section 11.1.2, such matter will be submitted to Dispute Resolution pursuant to Section 30.7 below.

11.1.3) No Waiver & Assignment Fee. Consent of the Landlord to any Assignment shall not operate as a waiver of the necessity for consent to any subsequent Assignment. In connection with each request for Landlord's consent to an Assignment, regardless of whether such Assignment is approved, Tenant shall pay to the Landlord, at the time of Assignment request, the Assignment of Lease fee noted in the most current City of Auburn Master Fee Schedule.

11.2) Subletting. Tenant shall have the right to sublease all or any portions of the Premises (such subleased portion, the "Subleased Space") to Subtenant(s) provided that:

(a) use by the Subtenant of the Subleased Space must be solely for aeronautical purposes per FAA policy 81 FR 38906, and for use, storage, maintenance and repair of active aircraft and aircraft related equipment by the owners thereof;

(b) aircraft cannot be fueled inside the Subleased Space;

(c) no overnight sleeping be allowed in the Subleased Space unless it is limited to short-term flight crew quarters for temporary use;

(d) all sublease agreements shall be subordinate to and shall have a financially redacted copy of this Lease attached as reference;

(e) each Subtenant shall be subject to obtaining insurance pursuant to Article 9 above if as and to the extent applicable to such Subtenant or the Subleased Space;

(f) Subtenants and their guests, customers, employees, agents and other related parties shall not conduct business or operations in violation of any ordinance, law, statute, order, or rule of any governmental agency having jurisdiction over the Airport and shall abide by the most current copies of Airport Minimum Operating Standards and the Airport Rules and Regulations, copies of which can be found at auburnmunicipalairport.com/documents-and-forms; and,

(g) a copy of the mutually executed sublease shall be delivered to Landlord as soon as reasonably possible.

11.2.1) Sublease Approval. Prior to subletting Subleased Space to a Subtenant, Tenant shall first obtain Landlord's approval of the Subtenant and the Sublease terms ("Sublease Approval"), which Landlord shall not unreasonably withhold. To obtain Landlord's approval, Tenant shall supply to Landlord;

(i) the name of the proposed Subtenant, including any Articles of Incorporation as there may exist, the names of the owner(s), executive, and/or governing individuals;

(ii) the proposed use of the Subleased Space;

(iii) a copy of the proposed sublease terms; and

If Landlord does not provide Tenant a notice disapproving of the Subtenant and Sublease terms ("Sublease Disapproval Notice") within five (5) business days from when requesting Sublease Approval then the Sublease Approval be deemed given.

11.3) Assignment and Subletting Distinguished from Leasehold Mortgages. The granting of a Leasehold Mortgage pursuant to Section 23.2 below shall not be deemed to constitute an Assignment of this Lease or of the Leasehold Estate, nor shall any Leasehold Mortgagee, as such, be deemed to be an Assignee of this Lease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the performance of any obligations of Tenant under this Lease. The sale, assignment or transfer of this Lease and of the Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Estate hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall not be deemed to be an Assignment. Leasehold Mortgages shall be subject to the terms of Section 23.2 below.

11.4) Assignment After Foreclosure. Any subsequent sale or assignment by any Person (other than the Leasehold Mortgagee) acquiring the Leasehold Estate pursuant to foreclosure of a Leasehold Mortgage or an assignment in lieu of foreclosure shall be deemed to be an Assignment subject to the terms of this Section 11. Upon such Assignment, the Leasehold Mortgagee or any Person acquiring the Leasehold Estate pursuant to foreclosure of a Leasehold Mortgage or an assignment in lieu of foreclosure shall thereafter be relieved of all obligations under this Lease, provided its Assignee agrees in writing to be bound by all of the provisions of this Lease.

ARTICLE 12:
OFF STREET PARKING

Tenant, or any of Tenant's guests, subtenants, customers, employees, agents or other parties under Tenant's control shall not use any public streets, rights of way, taxi-lanes, driveways or other properties not included in this Lease for the parking of vehicles. Vehicles must be parked in the designated vehicle parking stalls, if any, or placed within the hangar when its aircraft is removed.

ARTICLE 13:

ADVERTISING AND SIGNS

13.1) Except as set forth in Section 13.2 below, no signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the Premises without the prior written approval of the Landlord, which shall not be unreasonably withheld.

13.2) City grants to Tenant and each of the Tenant's Subtenants operating as an FBO or MRO in the Premises or Subleased Space the ability to place a sign, advertising the FBO or MRO so long as the following requirements are met:

(i) signage meets all City of Auburn sign code requirements;

(ii) the FBO obtains written approval from the Airport Manager, relating to the size, color, type, style and placement of the sign, which the Airport Manager has complete and sole discretion of approval for; and

(iii) the signage does not pierce the imaginary surfaces established in 14 C.F.R. Part 77.19. All signage, signage installation, signage maintenance and any related permitting shall be the sole and absolute cost of the Tenant or Subtenant.

ARTICLE 14:
LAWS, REGULATIONS AND STANDARDS

The Tenant agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws, regulations and standards of the United States, the State of Washington, and City of Auburn or agency of any of said entities, including rules and regulations of Landlord, including without limitation those relating to environmental matters, now in existence or hereafter promulgated, applicable to the Tenant's use and operation of said Premises, including the construction of any Improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

ARTICLE 15:
ENVIRONMENTAL PROVISIONS

15.1) Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost of whatever form, including, without limitation, damages, claims, governmental investigations, proceedings or requirements, attorney fees in investigation, at trial or administrative proceeding, or on appeal, witness or consultant costs, or any other liability (collectively "Liabilities"), to the extent that such Liabilities arise from a violation, or from the failure to satisfy a requirement, of any environmental or land use law or regulation and proximately resulting from the acts or omissions of Tenant, its

subtenants, agents, employees, contractors and invitees during the use of the Premises during the term of this Lease, and without regard to when the Liabilities is asserted. The above provisions shall not apply to the extent of any hazardous substances or other environmental conditions existing on the Land at the Commencement Date of this Lease, or migrating onto or being released on the Land by any person other than Tenant, its subtenants, agents, employees, contractors or invitees.

15.2) Tenant shall not cause or allow, and shall not cause, allow or permit any of its subtenants, agents, employees, contractors or invitees to cause or allow the Premises to be contaminated with any hazardous or toxic substances in violation of any applicable Airport rules or policies, laws, or governmental regulations or restrictions.

15.3) Tenant shall notify Landlord within twenty-four (24) hours of any release of a reportable quantity of any hazardous substance defined by 42 U.S.C. §9601(14) and/or RCW 70A.305.020(13), or of the receipt by Tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Tenant fails to comply with any of the requirements of this section, Landlord may undertake, without cost or expense to City, any actions necessary to protect Landlord's interest including steps to comply with such laws.

15.4) Tenant shall adhere to and be on compliance with the Auburn Municipal Airport's Industrial Stormwater Permit: WAR-000399 as it may be amended or updated from time to time, and hereby attached by reference. Landlord will supply a copy of the most recent permit within 5 business days of receiving written request by the Tenant.

ARTICLE 16:
MAINTENANCE

Upon Commencement of Construction, Tenant covenants to maintain the utilities, pavement, pavement markings, hangars, fuel facilities and all other Improvements located on or about the Premises, including site approved vegetation, in a clean, neat, sightly, safe and sanitary condition (other than damage resulting from casualty which shall be covered by Article 10 above). Tenant shall, at its sole cost and expense, provide all necessary repairs and maintenance in a timely manner. Tenant agrees not to allow conditions of waste and refuse to exist on the Premises. Tenant shall conform to and comply with all valid ordinances, regulations or laws affecting the Premises, the Improvements or the use thereof. Without limiting Landlord's rights and remedies pursuant to Article 22 below, if Tenant refuses or neglects to commence or complete any maintenance or repairs within 30 calendar days of written notice to cure by the Landlord, Landlord may elect, but will not be obligated to commence or complete the maintenance or repairs. If Landlord commences or completes such maintenance and repairs Tenant shall promptly reimburse Landlord all direct and indirect costs thereof, including labor, materials and equipment, plus an additional ten percent (10%) assessment of the total maintenance and/or repair cost for administrative and management purposes. Landlord will have no obligation whatsoever to keep, maintain, alter, remodel, improve, repair, decorate or paint the Improvements or any other improvements hereafter situated upon the

Premises. With the exception of any, perimeter security fence, security gate, security cameras, water lines from the main to the Tenant's water meter, sewer lines located outside of the building footprint, and/or storm facilities, which facilities may be replaced, constructed and/or relocated by Tenant at Tenant's cost as part of the Improvements but maintained by and at the expense of the Landlord following completion of the same, it is the intention of the Parties that Tenant and not Landlord has the full responsibility and obligation for the repair and maintenance of the Improvements and other improvements hereafter situated upon, within, above or below the Premises and Tenant waives, to the full extent allowed by law, any right or remedy against Landlord based upon the condition of the Improvements or any improvements hereafter situated upon the Premises or any failure by Landlord or Tenant to repair or maintain the Improvements or any such improvements. To the extent that any portion of the Airport's perimeter security fencing and any perimeter security gates are replaced, constructed and/or relocated as part of the Tenants construction of its Improvements, the gate and fence shall be built in conformity with the existing gate and fencing system

ARTICLE 17:
ALTERATIONS AND ADDITIONS

17.1) Alterations and additions generally. Following Completion of the Initial Improvements, Tenant shall not make; a) any additional Improvements, b) any material structural alterations to existing Improvements ("Alterations"), or, c) additions to existing Improvements ("Additions") on or about the Premises that require a permit or other governmental approval without first obtaining;

(i) the Airport Manager's written approval of the proposed Improvements, Alterations and/or Additions which approval shall not be unreasonably withheld, conditioned or delayed; and

(ii) all required permits associated with the proposed Improvements, Alterations and/or Additions, the cost of which shall be the sole responsibility of the Tenant.

Any Improvements, Alterations and/or Additions required to be made to the Premises by any applicable building, health, safety, fire, nondiscrimination, or similar law or regulation ("law") shall be made at Tenant's sole expense and shall be subject to the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord's approval of the plans, specifications and working drawings for Tenant's Improvements, Alterations and/or Additions shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. To the extent Landlord incurs any costs in its examination and approval of the architectural and mechanical plans and specifications, which costs have not been previously reimbursed by Tenant to Landlord through the City of Auburn's permitting process, Tenant shall reimburse Landlord for any such additional sums expended for examination and approval of such plans and specifications.

17.2) Removal of Alterations or Additions. Landlord may require that the Tenant remove any Alterations or Additions at the expiration or earlier termination of this Lease. Once so notified by Landlord, Tenant shall have up to six (6) months to complete the removal. Any Alterations or Additions remaining on the Premises after this six (6) month period (other than trade fixtures and

movable equipment) shall become the property of Landlord and remain upon and be surrendered with the Premises.

ARTICLE 18:
COVENANT OF QUIET ENJOYMENT

Landlord agrees that if Tenant timely pays the rent and performs the terms and provisions hereunder, Tenant shall hold and enjoy the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.

ARTICLE 19:
UTILITIES

19.1) Tenant is responsible for establishing and maintaining direct accounts for all public or private providers of utilities used in or charged against the Premises as appropriate and to hold the Landlord harmless from any such charges. Such utilities shall include but not be limited to: power, water, sewer, storm, telecommunication, and internet. Landlord and the Airport shall cooperate in the granting of easements and rights-of-way in, through, above, and/or under property owned and controlled by Landlord at the Airport and reasonably necessary for the provision of utilities to the Premises without additional compensation payable by Tenant, provided that if any utility lines, including but not limited to non-city utilities and service lines, need to be relocated, the responsibility to relocate them shall be borne solely by the Tenant. The granting of any and all easements shall be subject to the approval of the Auburn City Council unless Council has otherwise previously authorized the granting of easements related to the Improvements by Resolution.

19.2) Except to the extent caused by the gross negligence or intentional misconduct of Landlord or its agents, employees or contractors, failure by Landlord in any extent to furnish or cause to be furnished the utilities or services described in this Lease, or any cessation or interruption thereof, resulting from any cause, including without limitation, mechanical breakdown, overhaul or repair of equipment, strikes, riots, acts of God, shortages of labor or material, compliance by Landlord with any voluntary or similar governmental or business guidelines, governmental laws, regulations or restrictions, or any other similar causes, shall not render the Landlord liable in any respect for damages to either person or property, for any economic loss or other consequential damages incurred by Tenant as a result thereof, be construed as an eviction of Tenant, result in an abatement of rent, or relieve Tenant from its obligation to perform or observe any covenant or agreement contained in this Lease.

ARTICLE 20:
LIENS AND INSOLVENCY

Except as otherwise expressly provided in this Lease, Tenant, by bond or otherwise shall keep the Premises free from any liens arising from Tenant's use, construction or other activities on the Premises. Tenant's insolvency is subject to Article 22 below.

ARTICLE 21:
COSTS AND ATTORNEYS' FEES

If by reason of default on the part of either party to this Agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

ARTICLE 22:
DEFAULT & REMEDIES

22.1) Events of Default. Tenant will be in default ("Default") under this Lease if;

(a) any Rent or other amount payable by Tenant to Landlord under this Lease remains unpaid for more than ten (10) days after the date it is due;

(b) Tenant files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors;

(c) there is an involuntary bankruptcy filed against Tenant that has not been dismissed within sixty (60) of filing;

(d) Tenant is adjudicated insolvent, or admits, in writing, its inability to pay its obligations in the ordinary course as they come due;

(e) a receiver, trustee, or liquidating officer is appointed for Tenant's business; or

(f) Tenant violates or breaches any of the other covenants, agreements, stipulations or conditions described in the Agreement.

22.2) Cure of Default. Upon an Event of Default in 22.1, Landlord shall send Tenant written notice of the violation. Upon receipt of such notice, Tenant shall have thirty (30) days to cure the violation. Any violation that continues beyond this 30 day period shall be grounds for Landlord's termination of this lease. Tenant shall have no ability to cure a 3rd (or subsequent) distinct Event of Default occurring within a 12 month period.

22.3) Termination after Default. Landlord shall not elect to terminate the Lease as a result of any Default described above without first providing Tenant with written notice of Landlord's intent to terminate the Lease ("Termination Notice"); provided that any such termination shall be subject to Landlord compliance with the provisions of Section 23.2 setting forth the cure and other rights of Leasehold Mortgagees. Subject to the preceding sentence and the provisions of Section 23.2,

Landlord shall have the rights and remedies provided in this Section 22, in addition to any other right or remedy available by law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).

22.4) Upon Termination of this Lease, Landlord may reenter the Premises in the manner then provided by law, and remove or put out Tenant or any other persons or subtenants found therein. No such reentry shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

22.5) Upon termination of the Lease as a result of Tenant's Default, the Landlord may elect to re-let the Premises or any part thereof upon such terms and conditions, including rent, term and remodeling or renovation, as Landlord in its sole discretion may deem necessary. Landlord shall also have the right to cause any of Tenant's Subtenants to direct all future sublease rent payments directly to Landlord until such time as Tenants default has been cured. To the fullest extent permitted by law, the proceeds of any reletting or payments made directly to Landlord by any of Tenant's Subtenants shall be applied: first, to pay Landlord all costs and expenses of such reletting (including without limitation, costs and expenses incurred in retaking or repossessing the Premises, removing persons or property therefrom, securing new Tenants, and, if Landlord maintains and operates the Premises, the costs thereof); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the remainder, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

22.6) If Landlord terminates this Lease as provided in this Article, Landlord shall have the right to reenter the Premises and remove all persons, and to take possession of and remove all equipment and trade fixtures of Tenant in the Premises, in the manner then provided by law. Tenant waives all claims associated with Landlord's exercising this right, and shall hold Landlord harmless therefrom. No such reentry shall be considered a forcible entry. If Landlord elects to terminate the Lease, Landlord may also recover from Tenant:

(I) Any earned but unpaid rent under this Lease owing to Landlord at the time of termination;

(II) The amount of rent Landlord would receive under this Lease for a period of 24 months following the date of Termination inclusive of any Impositions described in Article 5.2 and rent adjustments in Article 6 above (the parties specifically negotiate and agree that this provision is intended as a liquidated damages clause, and not as a penalty).

(III) Any other amount necessary to compensate the Landlord for any damages caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom (to include any legal fees and costs associated with a real property records search pursuant to Article 23.2(f) of this Lease); provided that damages

associated with loss of rent payable hereunder shall be limited to amounts measured in 22.6(II) above; and

(IV) At Landlord's election, such other amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law; provided that damages associated with loss of rent payable hereunder shall be limited to amounts measured in 22.6(II) above.

22.5) Subleases of Tenant. If Landlord elects to terminate this Lease on account of any Default by Tenant, as set forth in this Article 22 (and subject to Section 23.2), Landlord will have the right to terminate any and all Subleases, consensual agreements, or arrangements for possession entered into by Tenant and affecting the Premises. Or, Landlord may in its sole discretion, elect to succeed to Tenant's interest in such subleases, agreements, or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such Subleases, agreements, or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

22.6) Indemnification. Nothing in this Section 22 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

22.7) Time is of the essence for this agreement.

ARTICLE 23:
PRIORITY

23.1) Fee Mortgages. Landlord represents that there are no mortgages or other monetary liens on title to the Premises as of the date of this Lease. Landlord may enter into a mortgage encumbering its fee interest in the land ("Fee Mortgage") and this Lease shall be assignable by Landlord for security purposes without the consent of Tenant, to the holder of a Fee Mortgage (together with its successors and assigns, "Fee Lender") but only if (a) such Fee Mortgage is expressly subordinate to this Lease, or (b) the Fee Lender enters into a subordination, nondisturbance and attornment agreement in recordable form with Tenant on terms and conditions acceptable to Tenant under which (i) Tenant agrees to attorn to the Fee Lender, (ii) the Fee Lender agrees to recognize and be bound by this Lease and agrees that Tenant's use and possession of the Premises and all of its rights under this Lease shall not be disturbed by Fee Lender or any Person who takes a deed in lieu of judicial or nonjudicial foreclosure of any such Fee Mortgage or by the purchaser at any judicial or nonjudicial foreclosure sale conducted under any such Fee Mortgage ("Fee Lender's Successor") unless and until this Lease or Tenant's rights to possession of the Premises shall have been lawfully terminated in accordance with the provisions of this Lease, and (iii) the Fee Lender agrees to provide Tenant with a copy of any notice of default given to Landlord under the Fee Mortgage and a right (but not an obligation) to cure such default and to credit such costs to Rent

due under this Lease. Notwithstanding the foregoing, any Fee Lender's Successor who becomes the lessor under this Lease shall succeed to all rights of Landlord during a Default by Tenant under this Lease in accordance with the terms of this Lease; provided, however, that each Recognition Agreement executed by Landlord under Section 23.2 below above shall be binding upon the Fee Lender and Fee Lender's Successor. Tenant agrees that in conjunction with any Fee Mortgage, Tenant shall execute, within twenty (20) Business Days after written request by Landlord, such commercially reasonable acknowledgements and other documents regarding this Lease as the Fee Lender may reasonably request, provided they comply with the requirements of this Lease and do not enlarge the rights of the Fee Lender or Fee Lender's Successor or diminish any rights of Tenant under this Lease, and Landlord reimburses Tenant, upon Tenant's execution of such documents, for reasonable out-of-pocket costs incurred by Tenant to review or negotiate such documents.

23.2) Leasehold Financing.

(a) Assignments to Leasehold Mortgagee. Tenant may, without Landlord's written consent, assign, transfer and/or hypothecate Tenant's Leasehold Estate to lenders providing construction, interim or long-term financing to Tenant (each such lender, a "Leasehold Mortgagee") as security for any such indebtedness, including a hypothecation by a leasehold mortgage ("Leasehold Mortgage") secured by Tenant's Leasehold Estate in the Land and any Improvements located thereon ("**Leasehold Financing**"). Leasehold Financing may also include an assignment of Tenant's rights under the Subleases, rights to proceeds from insurance or condemnation as well as other collateral. Landlord consents to such Leasehold Financing, provided that Landlord's fee interest in the land portion of the Premises (or the reversionary interest of Landlord in the Improvements) shall not be subjected to such Leasehold Financing or subordinated to it. Notwithstanding any other restrictions upon assignments in this Lease to the contrary, any Leasehold Financing, any judicial or non-judicial foreclosure of a Leasehold Mortgage or exercise of other rights and remedies in connection with any Leasehold Financing, any assignment of this Lease in lieu of such judicial or non-judicial foreclosure, and any assignment of this Lease by a Leasehold Mortgagee or its affiliate following any such foreclosure or assignment in lieu thereof shall be permitted without the consent of Landlord.

(b) Notice to Landlord of Leasehold Mortgagee's Identity and Address. Prior to encumbering its Leasehold Estate with a Leasehold Mortgage, Tenant shall provide Landlord with the name and address of the Leasehold Mortgagee and a description of the Leasehold Estate and Improvements to be encumbered by the Leasehold Mortgage. Tenant will supply to Landlord copies of the recorded form of Leasehold Mortgage and any and all amendments or modifications thereto within twenty (20) Business Days following the recording of the Leasehold Mortgage.

(c) Assignment of Subleases and Income. Landlord acknowledges that the Leasehold Mortgagee will have the first right to receive any rents, insurance proceeds and condemnation awards payable to Tenant under the Subleases during the term of such Leasehold Financing.

(d) No Merger. So long as any Leasehold Mortgage is in existence, unless the Leasehold Mortgagee shall otherwise expressly consent in writing, or unless this Lease has expired, has been terminated in accordance with its terms as a result of a Default by Tenant, or has

otherwise terminated earlier in accordance with its terms, the fee title to the Premises and the Leasehold Estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and/or said Leasehold Estate by Landlord or by Tenant, or by a third party, by purchase or otherwise.

(e) Modifications to Lease; Acknowledgement by Landlord. If any prospective Leasehold Mortgagee shall require any modification to this Lease as a condition to such Leasehold Mortgage, Landlord shall not unreasonably withhold, condition or delay its approval of such modification and Landlord shall execute such acknowledgements or other agreements reasonably requested by the Leasehold Mortgagee regarding the rights accorded the Leasehold Mortgagee so long as such modification does not adversely affect any economic terms of this Lease or adversely affect the rights, powers, privileges, obligations or liabilities of Landlord, and provided that Tenant reimburses Landlord, upon Landlord's execution of such documents, for reasonable out-of-pocket costs incurred by Landlord to review or negotiate such documents.

(f) Priority of Leasehold Mortgages. If more than one Leasehold Mortgagee seeks to exercise a right to cure an Event of Default, obtain a new lease pursuant to Section 23.2(h)(vii), or otherwise exercise any rights provided to Leasehold Mortgagees under this Lease, then Landlord shall be entitled to recognize and deal at any one time exclusively with the Leasehold Mortgagee whose lien against Tenant's interest in this Lease that the Landlord, in its good-faith determination, believes to be most senior. If a dispute arises as to the relative priority of the liens of any Leasehold Mortgages, in the absence of any agreement among the pertinent Leasehold Mortgagees establishing a different priority, Landlord shall be entitled to rely conclusively upon a search of the real property records of King County by a nationally recognized title company selected by Landlord, and Landlord shall have no liability with respect to any action taken in good faith in reliance thereon.

(g) Leasehold Mortgagee Protections. Landlord acknowledges and agrees that in the event any period should exist between the termination of this Lease and the granting of a new lease to a Leasehold Mortgagee as provided in Section 23.2 (h)(vii) below, and if and to the extent Landlord receives any income that is directly attributable to the use of the portion of the Premises previously encumbered by the Leasehold Mortgage, it shall permit the Leasehold Mortgagee to credit such income against the Rent that otherwise would have been due under this Lease or such new lease during such period.

(h) Rights of Leasehold Mortgagee; Notice.

(i) Modifications. Tenant agrees that whenever the Tenant's Leasehold Estate hereunder is encumbered by a Leasehold Mortgage in favor of a Leasehold Mortgagee, Landlord will not modify or amend this Lease in any material manner, or agree with Tenant to or accept any cancellation, rescission or surrender of this Lease without the prior written consent of the Leasehold Mortgagee, but the Landlord shall have its rights and remedies under this Lease in the event of a Default subject to the provisions set forth below (in addition to compliance with the obligations in Section 22 above).

(ii) Notice of Default; Opportunity to Cure. If a Leasehold Mortgage is in effect, Landlord shall, but is under no obligation, send a copy of any notice of a breach or notice that is a prerequisite to declaring an Event of Default given to Tenant to each Leasehold Mortgagee identifying the claimed breach or the event that would be an Event of Default. Leasehold Mortgagee shall have the right, but not the obligation, to perform any obligation of Tenant under this Lease within the cure period granted to Tenant and Landlord shall accept performance or payment by a Leasehold Mortgagee with the same force and effect as though performed or paid by Tenant.

(iii) Opportunity to Prevent Termination. If Landlord delivers a Termination Notice to Tenant pursuant to Section 22 above and Tenant fails to cure such Default , then any termination of this Lease by Landlord shall not be effective as to Tenant unless and until Landlord provides written notice to Leasehold Mortgagee of Landlord's election to terminate this Lease ("Termination Notice to Leasehold Mortgagee"). If Landlord provides a Termination Notice to Leasehold Mortgagee, any Leasehold Mortgagee shall have the right to require Landlord to forbear from terminating this Lease and Landlord shall so forbear if and for so long as:

(A) within thirty (30) days after receiving the a copy of Termination Notice sent to Tenant, the Leasehold Mortgagee notifies Landlord that it is exercising its rights under this Section and with such notice tenders payment of all Rent and other monetary amounts that are then due and payable under this Lease;

(B) from and after the date of the Leasehold Mortgagee receives a copy of the Tenant notice and payment described in clause (A) above, the Leasehold Mortgagee or any party designated by Leasehold Mortgagee, the purchaser at foreclosure, or the recipient of a deed in lieu of foreclosure continues to pay when due all Rent and other monetary amounts due and payable under this Lease; and

(C) the Leasehold Mortgagee or any party designated by Leasehold Mortgagee, the purchaser at foreclosure, or the recipient of a deed in lieu of foreclosure shall use due diligence to cure any non-monetary Default.

For purposes of this Section 23(h), whether a breach is capable of being cured by a Leasehold Mortgagee or any party designated by a Leasehold Mortgagee, the purchaser at foreclosure, or the recipient of a deed in lieu of foreclosure shall be objectively and reasonably determined based on all facts but shall not include any breach arising out of any misrepresentation by Tenant, any lien or encumbrance that is junior to the Leasehold Mortgage, or any bankruptcy or insolvency proceedings for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's assets, or an assignment by Tenant for the benefit of its creditors, or any execution or attachment issued against Tenant or Tenant's property, provided that said Leasehold Mortgagee continues to timely perform or cause to be performed all the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant. Neither Leasehold Mortgagee nor any party designated by Leasehold Mortgagee, the purchaser at foreclosure, or the recipient of a deed in lieu of foreclosure shall be obligated to provide a guaranty.

(iv) Performance. Landlord shall accept full and complete performance by or at instigation of the Leasehold Mortgagee as if the same had been done by Tenant, provided such Leasehold Mortgagee complies with the provisions of this Section 23.2(h). Upon full compliance with the provisions of this Section 23.2(h) and acquisition of Tenant's Leasehold Estate by such Leasehold Mortgagee, its designee or other purchaser at foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Tenant had not breached under this Lease.

(v) Leasehold Mortgage Not an Assignment. For purposes of this Lease, neither the creation nor establishment of any Leasehold Mortgage nor the exercise of any remedies under the Leasehold Mortgage (including a sale at foreclosure or under a deed in lieu of foreclosure) shall be deemed to constitute an Assignment, sale, transfer, or conveyance of Tenant's Leasehold Estate, the Improvements, any other improvements, or any portion thereof, nor shall any Leasehold Mortgagee be deemed to be an assignee or transferee of this Lease or of the Tenant's Leasehold Estate so as to require any Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; provided, however, the purchaser at any sale of Tenant's interests under this Lease and of the Tenant's Leasehold Estate hereby created in any proceedings for the trustee's sale or foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created under any instrument or assignment or transfer in lieu of such trustee's sale or foreclosure, shall thereafter be deemed to be the Tenant and shall be deemed to have agreed to perform all of the terms, covenants, and conditions on the part of the Tenant to be performed hereunder accruing from and after the date of such purchase and assignment. Notwithstanding the foregoing, in no event shall any Leasehold Mortgagee be (A) liable for the initial construction of the Improvements; (B) liable for any condition of the Premises or the Improvements which existed prior to the date of its acquisition of the Tenant's interest in the Leasehold Estate and the Improvements, or for any damage caused by such preexisting condition, or for the correction thereof or the compliance with any law related thereto; (C) liable for any act or omission of any prior Tenant (including Tenant), including any failure to pay Rent hereunder, unless notice thereof was given to such Leasehold Mortgagee in accordance with this Section 23.2; or (iv) bound by any agreement or modification of this Lease made without the prior written consent of the Leasehold Mortgagee as provided elsewhere herein.

(vi) No Conflict. In the event of a breach or default under a Leasehold Mortgage, the Leasehold Mortgagee may exercise any right, power or remedy under the Leasehold Mortgage which is not in conflict with the provisions of this Lease.

(vii) Assumption of Lease Term by Mortgagee or purchaser. If this Lease is terminated for any reason, including rejection of this Lease in a bankruptcy proceeding, Landlord agrees that the Leasehold Mortgagee, or a purchaser at foreclosure, or the recipient of a deed in lieu of foreclosure may assume the then remainder of the Term of this Lease, at the Rent and upon the other terms, covenants, conditions and agreements contained in this Lease, provided such party delivers a written request to Landlord for such lease assumption within sixty (60) days after the Leasehold Mortgagee receives written notice of the termination and, within such period, Leasehold Mortgagee or its nominee or designee cures all monetary breaches and defaults under this Lease.

ARTICLE 24:
RETENTION OF AIRSPACE AND OTHER RIGHTS BY LANDLORD

24.1) Landlord retains the public and private right of flight for the passage of aircraft in the airspace above the Premises surface, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Auburn Municipal Airport.

24.2) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance; provided that the same does not materially and adversely impact the ability of Tenant to use the Premises for the permitted uses pursuant to this Lease.

24.3) Landlord shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport.

24.4) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement or order between the Airport and the United States, relative to the development, operation, and maintenance of the Airport.

24.5) Tenant agrees to comply with the notification and review requirements covered in 14 C.F.R. Part 77 in the event any construction is planned for the Premises, or in the event of any planned modification or alteration of any present or future Improvements or structure situated on the Premises.

24.6) Tenant agrees that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the restrictions of ACC 18.38, as now enacted or hereafter amended In the event the aforesaid covenants are breached, Landlord shall give written notice to the Tenant specifying the breach. If Tenant does not take action to correct the breach within ten (10) days of receipt of said notice, the Landlord reserves the right to enter upon the Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. Tenant shall also pay to Landlord an additional ten percent (10%) above any costs to cure for administration, management and processing fees.

24.7) Tenant, by accepting this Lease, agrees that it will not make use of the Premises in any manner which unreasonably interferes with aircraft or Airport operations, or otherwise constitute a hazard. If this section is breached, Airport reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant. Tenant shall also pay to Landlord an additional ten percent (10%) above any costs to cure for administration, management and processing fees.

24.8) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Subtitle VII.

24.9) This Lease and all the provisions hereof shall be subject to whatever right of the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Auburn Airport by the United States during the time of the war or national emergency.

24.10) Landlord reserves the right to: (i) take any reasonable or legally required action necessary to protect the aerial approaches of the Auburn Airport against obstructions; and (ii) prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises (other than the Improvement contemplated by this Lease and Exhibit B) which, in the opinion of Airport or the Federal Aviation Administration, would limit the usefulness of the Auburn Airport or constitute a hazard to aircraft.

24.11) Tenant, as well as Tenant's Assignees and Subtenants, and the agents, employees and customers thereof, shall have the rights of access to and use of all areas and public facilities of the Auburn Airport which are intended for the common use of all tenants, guests and occupants of the Auburn Airport, including but not limited to the take-off and landing areas, taxi areas, reasonable access thereto from the Premises, and air control facilities.

ARTICLE 25:
FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

25.1) Tenant agrees:

(I) to prevent any activity at the Premises which would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Auburn Municipal Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and

(II) to prevent any use of the Premises, which would interfere with landing or taking off of aircraft at Auburn Municipal Airport, or otherwise, constitute an aviation hazard.

25.2) Landlord reserves the right during the term of this Lease or any renewal and/or extension thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises in the exercise of any of the rights hereof. Landlord agrees to give Tenant no less than ninety (90) days' written notice of its intention to install such air navigational aids.

Notwithstanding the foregoing, and while remaining subordinate to its federal obligations of a public-use airport, Landlord shall make commercially reasonable efforts to ensure air navigational aids do not interfere with the Tenant's use of the Improvements or Quiet Enjoyment of the Premises.

ARTICLE 26:
SECURITY

Landlord shall have no obligation to provide security to the Premises. If reasonably required by Landlord, Tenant shall provide adequate lighting to provide for all-night illumination of the Taxilane apron of all buildings on the Premises, including aprons, aircraft tiedown areas, vehicular parking lots, and pedestrian walkways surrounding the Premises. Subject to Section 9.5 of this lease, Tenant may, but need not, employ security persons. If at any time during the term of this Lease, additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over Airport, and such additional security requirements apply to the Premises (as well as all other properties of Landlord within this Airport), Tenant agrees to comply with said security requirements to the extent the same are required for the Premises, at Tenant's sole expense, upon being notified of such requirements in writing by the Landlord. If the Landlord is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's Subtenants, Tenant shall immediately reimburse Landlord upon demand plus pay an additional ten percent (10%) for administration, management and processing fees.

ARTICLE 27:
INSPECTION, ACCESS AND NOTICE

Notwithstanding the provisions of Landlord's Continued Use described in Exhibit C, Landlord and any of its employees, agents, officials or representatives shall at any time upon fourteen (14) days advance, written notice to Tenant, have the right to go upon and inspect the Premises and Improvements, erected or constructed, or in the course of being erected or constructed, repaired, added to, rebuilt or restored thereon. Landlord shall further have the ongoing right, provided fourteen (14) days written notice to inspect the Premises and any Suites for aeronautical and uses compliances described in Articles 3.1 and 11.2 above along with any other inspections that may be required by law or code. However, in the event the Landlord determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Tenant is required and Landlord may immediately enter upon and inspect the Premises. Landlord shall also have the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Lease, any other notice or notices that may at any time be required or permitted by law or by this Lease. Airport shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Landlord's entry on the Premises as provided in this Article except for such damage that is caused directly by, or through the gross negligence of, Landlord, their employees, agents, officials or representatives.

ARTICLE 28:
NON-DISCRIMINATION

28.1) Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Department of

Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21 (as now enacted or hereafter amended).

28.2) Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, religion color, sex, or national origin or any other protected class, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, religion, color, sex, or national origin or any other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and 3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21 (as now enacted or hereafter amended).

28.3) In the event of breach of any of the above non-discrimination covenants, Landlord shall have the right to terminate without notice or ability to cure provided in Paragraph 22.2 this Lease and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if said Lease has never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

28.4) Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

28.5) Noncompliance, as determined by a court of competent jurisdiction, with Article 28.4 above shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 29.4.

28.6) Tenant agrees that it shall insert the above five subsections in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

28.7) The Tenant assures that it will undertake an Affirmative Action program to the extent required by 14 C.F.R. Part 152, Sub-part E, ("Sub-part E") to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Sub-part E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Sub-part E. The Tenant assures that it will require that its covered

suborganizations, provide assurances to the Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to the same effort.

ARTICLE 29:
NOTICES

All notices hereunder may be hand-delivered, delivered by recognized national overnight courier service, or sent via U.S. First Class mail, postage prepaid, to the following addresses:

Landlord	Tenant
City of Auburn – Airport Manager 2143 E St NE Suite 1 Auburn, WA 98002	S50 Hangars, LLC – Attn: Douglas Wilson 2143 E Street NE Auburn, WA 98002
With copies to: City of Auburn – City Attorney 25 W Main Auburn, WA 98001	**With copies to:**

Notices given by hand-delivery or by overnight delivery as aforesaid shall be deemed given when delivery is made or refused. Notices given by U.S. First Class mail shall be deemed given two (2) business days after depositing in the mail.

ARTICLE 30:
MISCELLANOUS

30.1) No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

30.2) Non Waiver. Waiver by Landlord of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

30.3) Estoppel Certificates. Landlord and Tenant shall, from time to time, within ten (10) business days of written request from the other, execute, acknowledge and deliver to the requesting party or its designee a written statement certifying that: (i) this Lease is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of agreement so affecting this Lease); (ii) this Lease represents the entire agreement between the parties as to this

leasing; that all obligations under this Lease to be performed by the other party have been satisfied; (iii) on this date there are no existing claims, defenses or offsets which the estopping party has against the enforcement of this Lease by the other; (iv) no Rent has been paid more than one month in advance; and that no security has been deposited with Landlord (or, if so, the amount thereof); and (v) such other factual matters as reasonably requested. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's or Tenant's interest or holder of any mortgage upon Landlord's or Tenant's interest in the Premises or this Lease.

30.4) *Intentionally Left Blank*

30.5) Severability. If any term, covenant, or condition of this Lease (or part thereof) or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease (and/or the remainder of any such term, covenant or condition), or the applicability of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or part thereof) of this Lease shall be valid and be enforced to fullest extent permitted by law.

30.6) Authority. Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary corporate action to authorize this transaction has been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

30.7) Dispute Resolution. The provisions of this Section 30.7 (the "Dispute Resolution Procedures") will apply to disputes between Landlord and Tenant on issues or matters with respect to which this Lease (or any Exhibit hereof) expressly provides will be resolved by "Dispute Resolution" or "Dispute Resolution Procedures."

(a) The Party desiring to invoke the Dispute Resolution Procedures pursuant to this section shall give written notice to the other party ("**Arbitration Notice**") specifying the disputed issues to be submitted to arbitration ("**Arbitration**"). The Arbitration shall be before one (1) disinterested "qualified arbitrator" (as defined below) if both Landlord and Tenant can agree on a single arbitrator within ten (10) Business Days after delivery of the Arbitration Notice. In the event Landlord and Tenant do not agree on an arbitrator within such ten (10) Business Day period, selection of the arbitrator shall be made, at the election of the parties, either by the American Arbitration Administration (AAA) at its Seattle, Washington office, or by Judicial Arbitration and Mediation Services ("JAMS") located in Seattle, Washington. A "qualified arbitrator" shall mean a "disinterested" licensed attorney having at least ten (10) years' experience in the greater Seattle area, specializing in commercial real estate and lease disputes and qualified to act as an expert witness over objection to give opinion testimony on the applicable issue in a court of competent jurisdiction. A "disinterested" candidate shall be a person who shall not have direct or indirect financial or other interest in the decisions to be made at the Arbitration, who shall not be an officer, director, employee, or agent of Landlord or Tenant or any of their affiliates and who shall not have been directly or indirectly

compensated by Landlord (or its affiliate) or Tenant (or its affiliate) in the past five (5) years. The person selected as arbitrator pursuant to the above provisions to act as arbitrator in connection with an applicable dispute is referred to herein as the "Arbitrator".

(b) The Arbitrator shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts as determined by the Arbitrator upon receipt of evidence and arguments presented by the parties. Unless the parties otherwise agree, the Arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA-CAR) and the Arbitration shall take place and be conducted in the City of Seattle, Washington at a location designated by the Arbitrator. Absent fraud, collusion or willful misconduct by the Arbitrator, the award of the Arbitrator shall be binding, final and conclusive on the parties, and judgment on such award rendered may be entered in any court having jurisdiction thereof.

(c) Fees of the Arbitrators and the expenses incident to the Arbitration ("**Arbitration Costs**") shall initially be borne equally between Landlord and Tenant. Upon a decision being reached by the Arbitrator after conclusion of the Arbitration, the Arbitrator may award fees and expenses as provided for in the AAA-CAR.

ARTICLE 31:
SIGNATURES

By signing in the space below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

[*Signatures on following page*]

Dated and Signed this 15th day of July, 2024.

S50 Hangars, LLC:

Douglas Wilson – Managing Member

STATE OF WASHINGTON)
) ss.
County of King)

The undersigned Notary Public hereby certifies: That on this 15th day of July, 2024, personally appeared before me Douglas Wilson (name) and N/A (name), Managing Member (title), N/A (title) to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of S50 Hangars, LLC.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

ANGELA ELIZABETH KLEIN
Notary Public
State of Washington
Commission # 21027004
My Comm. Expires Sep 17, 2025

Notary Public in and for the State of Washington,
Residing at Puyallup, WA
My commission expires Sept. 17, 2025

ANGELA ELIZABETH KLEIN
Notary Public
State of Washington
Commission # 21027004
My Comm. Expires Sep 17, 2025

Dated and Signed this _____day of _____, 20_____.

CITY OF AUBURN:

_____
NANCY BACKUS, Mayor

Approved as to form:

_____
Acting City Attorney: Charlotte E. Storey

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____(title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PREMISES

A LEASE AREA WITHIN A PORTION OF THE CITY OF AUBURN AIRPORT SOUTHEAST TERMINAL PARCEL AS CONVEYED AND DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 6696708, RECORDS OF KING COUNTY, WASHINGTON, BEING A PART OF THE JOSEPH BRANNAN DONATION LAND CLAIM NO. 38 IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., CITY OF AUBURN, KING COUNTY, WASHINGTON, SAID LEASE AREA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL BEING AN ENCASED BRASS MONUMENT IN THE CENTERLINE OF "E" STREET NORTHEAST; THENCE ALONG THE EAST LINE OF SAID PARCEL ALSO BEING THE WEST RIGHT OF WAY MARGIN OF "E" STREET NORTHEAST, SOUTH 00°39'48" WEST A DISTANCE OF 259.83 FEET;

THENCE LEAVING SAID EAST LINE OF SAID PARCEL NORTH 89°20'12" WEST A DISTANCE OF 25.00 FEET TO **THE POINT OF BEGINNING** OF SAID LEASE AREA;

THENCE PARALLEL WITH SAID EAST LINE SOUTH 00°39'48" WEST A DISTANCE OF 283.57 FEET TO A TANGENT CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 29.00 FEET, THE CENTER OF WHICH BEARS NORTH 89°20'12" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°51'36" AN ARC DISTANCE OF 27.26 FEET;

THENCE SOUTH 54°31'23" WEST A DISTANCE OF 23.32 FEET;

THENCE SOUTH 61°59'49" WEST A DISTANCE OF 27.88 FEET TO A TANGET CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 69.00 FEET, THE CENTER OF WHICH BEARS NORTH 28°00'11" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°30'24" AN ARC DISTANCE OF 34.33 FEET;

THENCE NORTH 89°29'47" WEST A DISTANCE OF 306.36 FEET;

THENCE SOUTH 00°13'15" EAST A DISTANCE OF 14.56 FEET;

THENCE NORTH 89°45'00" WEST A DISTANCE OF 38.51 FEET;

THENCE NORTH 72°19'47" WEST A DISTANCE OF 11.28 FEET;

THENCE NORTH 47°56'33" WEST A DISTANCE OF 17.85 FEET;

THENCE NORTH 89°11'22" WEST A DISTANCE OF 53.42 FEET;

THENCE NORTH 00°49'00" EAST A DISTANCE OF 344.47 FEET;

THENCE SOUTH 89°04'37" EAST A DISTANCE OF 250.00 FEET;

THENCE SOUTH 86°00'11" EAST A DISTANCE OF 7.24 FEET;

THENCE SOUTH 88°40'52" EAST A DISTANCE OF 29.45 FEET;

THENCE SOUTH 89°27'05" EAST A DISTANCE OF 222.73 FEET TO **THE POINT OF BEGINNING** OF SAID LEASE AREA

CONTAINING AN AREA OF 174,316 SQUARE FEET (4.00 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALCULATED BEARING OF SOUTH 00°39'48" WEST BEING THE MONUMENTED CENTERLINE OF "E" STREET NORTHEAST AS DETERMINED FROM COA MONUMENT 509-006 AT THE NORTHEAST CORNER OF SAID AIRPORT SOUTHEAST TERMINAL PARCEL TO COA MONUMENT 509-004, A POINT OF CURVATURE MONUMENT.

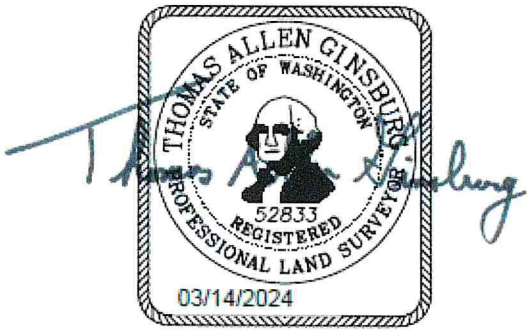

EXHIBIT A-2
DEPICTION OF THE PREMISES

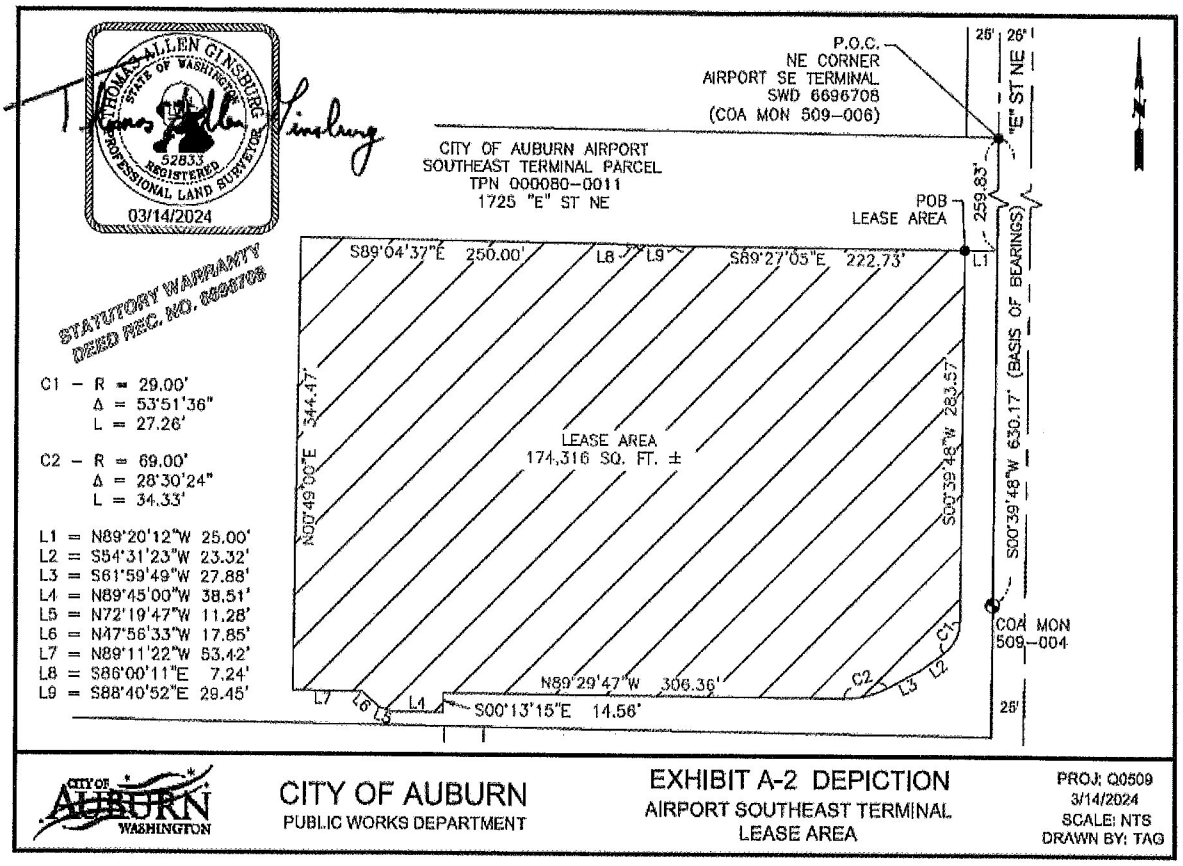

EXHIBIT B
CONSTRUCTION OF IMPROVEMENTS

1. General. Tenant may construct on the Land the Initial Improvements and subsequent Improvements described or allowed for in the Lease and this Exhibit B. The term "Improvements" shall also mean and include any replacement structures or improvements which may be constructed on or off of the Premises during the term, from time to time. The Improvements shall be constructed at Tenant's sole cost and expense. As used in this Lease the term "Commencement of Construction" shall mean the date upon which Tenant has obtained all necessary permits and approvals for and has begun altering the Premises in connection with construction activities for the Improvements. As used in this Lease the term "Substantially Complete" means the date upon which all permits and/or a C/O (as defined in the Lease) has been issued for the Improvements under ACC 15.07.100 permitting occupancy and use thereof by Tenant and/or its Subtenants.

2. Fuel Facilities. So long as: 1) Tenant's development does not compete with existing fuel operations then-being conducted by the City, or Tenant's fuel facility development is for the sale and distribution of Tenant's Subtenants, and 2) the parties have entered into a Fuel Operating Agreement, then Tenant is granted the right to develop and construct "On-Site Fuel Facilities", being further defined from the Improvements as fuel tanks, piping, gauges, pumps, utility lines, monitoring equipment, computer card-lock systems, and all other equipment and materials, including the fuel used in said system, that are related to the storing and dispensing of Jet A, or other "alternative" (defined as not currently being offered by the City at the Airport) aviation fuels.

3. No Smoking. Tenant shall install and maintain "No Smoking" signs within the Hangar on the Premises.

4. Improvement Type. The term "Improvements" and "Initial Improvements as used in this Exhibit B shall have the same meaning as that defined in Sections 3.2 and 3.3 of the Lease respectively. Tenant warrants that it shall Substantially Complete the Initial Improvements by the Initial Improvement Completion Deadline defined in this Lease or be subject to violations, including termination of this Lease. The Tenant will further stripe the airside permitter (west side) and taxilane side (north side) of Premises of the to be constructed building and construct any other improvements on or off site as may be required by the applicable regulatory permitting process.

5. Airport Manager Approval. The Improvements shall be subject to Airport Manager's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall use its own architect, engineers and other design professionals, all of whom shall comply with any applicable licensing or governmental requirements of the state and/or local jurisdiction in which the Premises are situated and shall be at the Tenant's sole cost and expense. Tenant shall provide to Airport Manager all plans for any desired Improvements in a form suitable for permit application (collectively, the "Working Drawings"). The Working Drawings shall include architectural, structural, plumbing, mechanical, electrical, fire protection, site work and utilities drawings as required. Working Drawings, and all changes thereto, shall be subject to the Airport Manager's reasonable written approval. If the Airport Manager denies its approval, it shall specify the reasons for doing so in reasonable detail, which shall specifically include such modifications necessary to be made in order to obtain such approval.

6. Permits. Tenant shall be solely responsible for obtaining and complying with all permits, approvals or licenses required for the construction and/or erection of Improvements on or off the Premises.

7. Contractor. In the event Tenant intends on using a general contractor for the construction of the Improvements, Tenant shall contract with an experienced, qualified general contractor ("Contractor") that is reasonably acceptable to Landlord. Tenant or its general contractor shall complete all Improvements in a good and workmanlike manner.

8. Insurance. Tenant or its general contractor shall obtain and maintain in force, at all times during which construction is in progress on the Premises, the following insurance coverages with an insurance company or companies authorized to do business in the State where the Premises are located:

(a) Workmen's Compensation - Statutory Limits for the State in which the work is to be performed, together with "ALL STATES," "VOLUNTARY COMPENSATION" AND "FOREIGN COMPENSATION" coverage endorsements;

(b) Employer's Liability Insurance with a limit of not less than $1,000,000.00;

(c) Commercial General Liability - at least $2,000,000 per occurrence, including Personal Injury, Contractual and Products/Completed Operations Liability naming City and Tenant as additional insured using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsement providing at least as broad coverage. Coverage must be primary and non-contributing and include the following:

(i) Premises - Operations
(ii) Elevators and Hoists
(iii) Independent Contractor
(iv) Contractual Liability assumed under the construction contract
(v) Completed Operations - Products
(vi) Explosion, Underground and Collapse (XUC) Coverage

(d) Automobile Liability - Including Owned, Hired and Non-owned licensed vehicles used in connection with performance of the construction work of at least: $2,000,000 combined single limit for bodily injury and property damage, $4,000,000 general aggregate (including umbrella limits). Coverage must include the following:

(i) Owned vehicles
(ii) Leased vehicles
(iii) Hired vehicles
(iv) Non-owned vehicles

(e) Procure or cause contractor to procure and maintain builders' risk insurance and installation floater insurance to protect against the risk of physical damage until completion and acceptance of the construction work;

(f) Furnish the City with certificates of insurance evidencing such coverage prior to the commencement of the construction work. All insurance shall be carried in companies reasonably acceptable to the City.

(g) The following statement shall appear in each certificate of insurance provided City by Tenant hereunder:

"It is agreed that in the event of any material change in, cancellation or non-renewal of this policy, the Company shall endeavor to give two (2) days prior notice to the City of Auburn, Washington."

(h) During construction of Tenant's Improvements both parties shall give prompt notice to the other of all losses, damages, or injuries to any person or to property of Tenant, City or third parties. City or Tenant shall promptly report to the other all such claims of which that party has notice, whether related to matters insured or uninsured.

(i) The carrying of any of the insurance required hereunder shall not be interpreted as relieving the insuring party of any responsibility to the other party, and the other party does not waive any rights that it may have against the other party and/or its representatives for any expense and damage to persons and property (tangible and intangible) from any cause whatsoever with respect to the insuring party's work;

(j) City and Tenant shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under the terms of this Section.

9. No Liens. Unless otherwise allowed for in the Lease, Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished to, or obligations incurred by Tenant. Tenant further covenants and agrees that any mechanic's or materialmen's liens filed against the Premises or against the Improvements for work claimed to have been done for or materials claimed to have been furnished to Tenant, shall be discharged by Tenant, by bond or otherwise, within thirty (30) days after filing and prior to termination of this Lease, at the sole cost and expense of Tenant. Should Tenant fail to discharge any lien of the nature described in this paragraph, City may, at City's election, pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost thereof shall be immediately due from Tenant as rent under this Lease.

10. Hold Harmless. Tenant shall indemnify, defend, and hold harmless City and the Premises from and against all claims and liabilities arising by virtue of or relating to construction or removal of the Improvements and any other improvements or repairs made at any time to the Premises, including repairs, restoration and rebuilding, and all other activities of Tenant on or with respect to the Premises. If Tenant is required to defend any action or proceeding pursuant to this section to which action or proceeding City is made a party and City reasonably believes that the interests of Tenant and City conflict or are divergent, then City shall also be entitled to appear, defend, or

otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent City is indemnified under this section, Tenant shall bear the cost of City's separate defense, including reasonable attorneys' fees.

11. Progress Reports. From and after the Commencement of Construction and through the Completion Date, Tenant shall provide to Landlord monthly progress reports consisting of, at a minimum: (a) the then current construction schedule prepared by the Contractor (including the expected Completion Date); and (b) notice of any laborer's or materialmen's liens filed against the Premises.

12. As-Built Drawings; Survey. Except as otherwise may be required for construction acceptance, within thirty (30) days following the Completion Date for any Improvements, Tenant shall deliver to City two (2) copies of complete as-built drawings of the Improvements (or marked-up construction drawings which may consist of the Plans, annotated with field notes identifying all changes made thereto in the course of construction) showing the location of the Improvements, all easements and utilities, (including underground utilities).

13. Condition of Improvements. Tenant assumes full responsibility for the design, construction and condition of the Improvements, and any improvements constructed on the Premises during the Lease Term, and Tenant hereby fully releases City from any and all liability relating thereto.

EXHIBIT C
LANDLORD'S CONINTUED USE

1.) Landlord's Continued Use. Upon Commencement of the Lease and throughout the Preliminary Term, Landlord retains the right of continued use of the Premises, as may be modified according to Section 2 below, for the purposes of leasing aircraft tie-downs for the storage and parking of aircraft. Landlord's exercise of these rights will be without notice to the Tenant and without giving rise to any claim for offset of rent. Landlord warrants that its use of the Premises shall not unreasonably interfere with Tenants use or development of the Premises as granted by this Lease. Landlord shall make good-faith efforts to prohibit any further environmental contamination of the Premises, beyond what may or may not exist on the Premises upon Commencement of the Lease.

2.) Tenant's Directives. Tenant shall have the right at any time to direct, modify the location of Landlord's continued use. However, Tenant agrees to modify Landlord's continued use as necessary for Tenant's development or maintenance of the Premises. Directives, including the modification or elimination of Landlord's continued use shall be done separate from delivery of notices described in Article 29 of the Lease. Delivery of directives as it relates to Landlord's continued use shall be made via email to the following:

- Airport Manager – Tim Mensonides / Tmensonides@auburnwa.gov
- Real Estate Manager – Josh Arndt / Jarndt@auburnwa.gov

In addition to the aforementioned email delivery, Tenant shall also deliver a hard copy of the directive to the Airport office. Other than emergency reasons, directives will provide no less than 45 days of advance notice.

3.) Revenues. The Landlord is entitled to keep 100% of the revenues generated from Landlord's continued use of the Premises, so long as the revenues were generated from the uses described in Section 1 of this Exhibit C.

4.) Non-Compete. Tenant covenants that it will not utilize or operate or allow their Subtenants to utilize or operate the Premises for aircraft tie-downs during Landlord's Continued Use. The following aircraft are not subject to this covenant:

a. Personal aircraft belonging to any members of the Limited Liability Company which comprise the Teant,
b. Non-commercial storage of either personal aircraft belonging to any Subtenant utilizing the Premises, or aircraft used for Subtenant's business operations,

Tenant shall direct any persons or entity wishing to utilize the Premises for the parking or storage of aircraft, not exempted by this section to the Airport Office and not enter into any such agreement with the potential user.

5.) Indemnification.

(a) By Landlord. Landlord shall defend, indemnify, and hold harmless Tenant, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Landlord's continued use of Premises, or from the conduct of Landlord's business, or from any activity, work or thing done, or suffered by Landlord in or about the Premises, except to the extent such injury or damage is described in Section (5)(b) below.

(b) By Tenant. Tenant shall defend, indemnify and hold harmless Landlord, its owners, officers, employees and contractors from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the negligence or willful misconduct of Tenant, its agents, officers, employees, subtenants, or contractors, or from any activity, work or thing done, permitted, or suffered by Tenant, its agents, officers, employees, subtenants, or contractors in or about the Premises, except to the extent such injury or damage is described in Section (5)(a) above.

(c) Solely for the purpose of effectuating the mutual indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Landlord or Tenant), Landlord and Tenant specifically and expressly waive any immunity under applicable federal, state or local Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. The parties acknowledge that the foregoing provisions of this Section have been specifically and mutually negotiated between the parties.

City of Auburn as Landlord	S50 Hangars, LLC as Tenant
Nancy Backus, Mayor	Douglas Wilson, Managing Member

PARCEL "B' RIDER

This "Parcel "B" Rider" is attached to and made a part of the Lease by and between the City and Tenant. The agreements set forth in this Parcel "B" Rider shall have the same force and effect as if set forth in the Lease. To the extent that the terms of this Parcel "B" Rider are inconsistent with the terms of the Lease, the terms of this Parcel "B" Rider will control.

1. Parcel B. Tenant is granted the right to lease up to 50,000 square feet of additional land herein referred to as "Parcel "B"". Parcel "B" may be made up of a single or multiple locations on the Airport, each a Parcel "B" "Site". In the event that Parcel "B" is made up of multiple Sites, each will be legally described in an exhibit titled "**PBR – Exhibit 1"**, and depicted in exhibit titled "**PBR – Exhibit 2"**, here in by this reference shall be incorporated into this Parcel "B" Rider. In the event Parcel "B" consists of multiple sites on the Airport each will be defined as Parcel "B", Site 1, Site 2, etc. Parcel "B" whether a single or multiple Sites will remain its own separate Premises, subject to the Rent and other obligations described below.

2. Parcel B Process, Rights & Obligations. Provided Tenant timely exercises the options granted to it the following processes, rights and obligations regarding Parcel "B" shall apply:

    2.1 Identification. Tenant has 90 calendar days from the Commencement Date to provide the City (with a copy to the Airport Manager) with a "Notice of Parcel "B" Site Selection". The Notice of Parcel "B" Site Selection shall include the location(s) and approximate dimensions of the site(s) Tenant desires to include in Parcel "B". The City shall have 10 business days to approve, deny or amend the locations and/or dimensions described in Tenant's Notice of Parcel "B" Site Selection. The parties each agree to diligently work to agree on the location(s) and dimension(s) of Parcel B, however, the City shall have the right of final decision. If Tenant does not provide timely notice or provides notice that it does not wish to exercise any option rights to Parcel "B", than all of Tenant's rights with regards to Parcel B and this Rider shall expire.

    2.2 Survey. Following timely notice and acceptance of Parcel B location(s) and dimensions, the City shall prepare or cause to be prepared the Parcel "B" legal description(s) and depiction(s). The City warrants that it will use commercially reasonable efforts to complete the descriptions and depictions in a reasonable amount of time.

    2.3 Preliminary Term. Beginning the 1st calendar day of the month following completion of the Parcel "B" Survey, Parcel "B" shall officially become part of Tenant's leasehold interest, conveying to Tenant all rights, enjoyment and obligations described in this Rider and further the Lease. Unless Tenant provides timely notice exercising its rights to Parcel "B" for the Remaining Term as set forth below, Tenants' rights, and obligations of Parcel "B" shall expire upon the last day of the Lease "Preliminary Term".

2.4 Remaining Term. Provided Tenant is in good-standing of their Parcel "B" obligations at the end of the Preliminary Term, Tenant shall have the right to extend Parcel "B" or any portion thereof. If only exercising a portion, said portion must be a full and complete site described in **PBR – Exhibit 1** (as opposed to a portion of Site 1). To successfully exercise this right Tenant must provide the City with a "Notice of Tenants Right to Extend Parcel "B" for the Remaining Term". If Tenant intends to only extend a portion of Parcel "B" for the Remaining Term, Tenant's notice shall clearly identify which Site(s) are being extended. In order to successfully exercise this option, Tenant must deliver said notice no less than 60 days from the expiration of the Preliminary Term. If Tenant provides such timely notice then Tenant's leasehold rights and obligations for Parcel "B" shall be the same as those specified in the Lease subject only to the Rent, Maintenance and Development provisions described in this Parcel "B" Rider.

3. Rent.

3.1 Preliminary Term. Tenant shall pay an Annual Lease Rate of $1.00 per square foot, plus Impositions described in Article 5.3 of the Lease. As defined in the Lease, the Annual Lease Rate plus the Impositions are collectively referred to as the "Rent". Tenant shall pay Rent in equal monthly installments. There will be no Annual Lease Rate adjustments during the Preliminary Term.

3.2 Remaining Term. Parcel "B"s Annual Lease Rate for the Remaining Term shall be subject to those Adjustments described in Article 6 of the Lease. In no event will the Annual Lease Rate for Parcel "B" be less than the Annual Lease Rate assessed immediately prior to the Adjustment.

4. Maintenance. During the Preliminary Term Tenant agrees not to allow conditions of waste and refuse to exist on Parcel "B", but owes no further maintenance responsibilities unless Tenant decides to construct Improvements. If Tenant constructs Improvements on Parcel "B" during the Preliminary Term, and/or exercises its rights to extend for the Remaining Term, then Tenant shall have the same maintenance obligations described in Article 16 "Maintenance" of the Lease, except that for Parcel "B", Tenant shall not be responsible for ongoing pavement and pavement marking maintenance.

5. Development. Tenant shall have the right, but not the obligation to develop or construct Improvements on Parcel "B" during the Preliminary Term. If Tenant successfully exercises its rights to the Remaining Term, then Tenant covenants that it will develop Parcel "B" with no less than 5,000 square feet of Improvements (per Site, if multiple Sites are included in Parcel "B") within the first 3 years of the Remaining Term. Development of Parcel "B" will be subject to the same requirements set forth in the Lease and **Exhibit B**.

6. Insurance. Unless Tenant begins development or construction on Parcel "B", during the Preliminary Term, Tenant shall only be required to carry Liability Insurance in the amount required in the Airport Minimum Standards. For the Remaining Term, or should

the Tenant develop or begin construction on Improvements on Parcel "B" Tenant will be subject to all insurance requirement obligations described in the Lease.

7. Landlord's Continued Use. In the event that the Parcel "B" leasehold (or any portion thereof) includes tie-downs, Landlord will have the same continued use rights and obligations described in **Exhibit C** of the Lease.

* Capitalized terms not defined in this Parcel "B" Rider shall have the same meaning as those defined in the Lease.

* Unless otherwise described in this Parcel "B" Rider, Tenant shall be subject to all obligations described for in the Lease.

City of Auburn as Landlord	S50 Hangars, LLC as Tenant
Nancy Backus, Mayor	Douglas Wilson, Managing Member

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5776 (Martinson)

Date:
July 29, 2024

Department:
Human Resources

Attachments:
Resolution No. 5776
Agreement No. GRT25028 City of Auburn
SPAR Funding Agreement

Budget Impact:
$388,000.00 Grant Award

Administrative Recommendation:

City Council to adopt Resolution No. 5776.

Background for Motion:

City Council to adopt Resolution No. 5776 authorizing the City to accept the $388,000.00 in grant funding from the Washington State Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Program for public defense representation and consultation on certain drug possession and public use cases.

Background Summary:

The City of Auburn Human Resources Department is the recipient of a $388,000.00 grant from the Washington State Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Program. This grant is for the purpose of assisting local jurisdictions in absorbing public defense costs associated with drug possession and public use cases. The grant award is specific to indigent defense counsel and can be utilized to offset costs associated with contracted conflict counsel representing such cases. Funds received under this grant must be utilized by June 30, 2025.

Reviewed by Council Committees:

Councilmember: Cheryl Rakes
Staff: Candis Martinson
Meeting Date: August 5, 2024
Item Number: RES.B

RESOLUTION NO. 5776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND OFFICE OF PUBLIC DEFENSE TO ACCEPT AND EXPEND GRANT FUNDS FOR PUBLIC DEFENSE SERVICES

WHEREAS, the Washington State Legislature in 2023 criminalized certain drug possession and public use offenses as misdemeanors under Second Engrossed Second Substitute Senate Bill (2E2SSB) 5536; and

WHEREAS, drug possession was a felony in Washington until 2021; and

WHEREAS, the new 2023 law potentially imposed a new or increased burden on the criminal legal systems of local jurisdictions; and

WHEREAS, in recognition of this potential the 2023 legislature appropriated funding under 2E2SSB 5536 to the State Office of Public Defense to administer a competitive reimbursement grant program, the purpose of which is to assist local jurisdictions in absorbing public defense costs associated with drug possession and public use cases; and

WHEREAS, the City of Auburn applied for and received an allocation from the State Office of Public Defense against which it may seek reimbursement for public defense representation and consultation on certain drug possession and public use cases; and

WHEREAS, the State Office of Public Defense requires its grant recipients to enter in a funding agreement outlining the conditions on use of the funds;

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

Section 1. The Mayor is authorized to execute an agreement between the City of Auburn and the Office of Public Defense to accept grant funds, and to expend such funds. The agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. The Mayor is authorized to enter into additional agreements and to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

EXHIBIT A

Agreement No. GRT25028

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Auburn 25 W Main St Auburn, WA 98001	**2. Recipient Representative** Candis Martinson Director of Human Resources 25 W Main St Auburn, WA 98001
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $388,000	6. **Agreement Period** July 1, 2024 through June 30, 2025
7. **Purpose** The purpose of this Agreement is to provide reimbursement to City of Auburn (Recipient) for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, *Laws of 2023*.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT _____ Candis Martinson, Director of Human Resources _____ Date	**FOR OPD** _____ Grace O'Connor, Supervising Attorney _____ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

   b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.

   c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Section 4 of this Exhibit, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit, Authorized Reimbursable Expenses.

   b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. **ALLOCATED MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $388,000 for the period of this Agreement.

   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

   c) By mutual agreement, Recipient and OPD may extend this agreement for an additional maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices and calculation worksheets, and sufficient documentation supporting the invoices and calculation worksheets. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section.

   b) OPD will provide an invoice form and calculation worksheets to Recipient. Recipient shall provide sufficient documentation accompanying the invoice and calculation worksheet to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the

invoice form and calculation worksheets at any time.

c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices and calculation worksheets. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0002069-00.

d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

f) Recipient shall report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

g) Reimbursable expenses must be incurred between July 1, 2024 and June 30, 2025. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between July 1, 2024 and June 30, 2025, by August 1, 2025.

5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit:
    1. Compensation for attorney Representation on Qualifying Cases;
    2. Compensation for attorney Consultation on Qualifying Cases;
    3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
    4. Investigation costs associated with Qualifying Cases;
    5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
    6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ

appeal contains an issue for review arising from a Qualifying Charge.

8. **OVERSIGHT**

a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.

b. "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.

c. "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.

d. "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e. "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f. "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

g. "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h. "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.

i. "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address

substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and court rules
b. Exhibit A, Special Terms and Conditions
c. Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**
    Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
14. **RIGHT OF INSPECTION**
    At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.
15. **SEVERABILITY**
    If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
16. **WAIVER**
    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5777 (Gaub)

Date:
July 29, 2024

Department:
Public Works

Attachments:
Resolution No. 5777
Exhibit A

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5777.

Background for Motion:

Resolution No. 5777 authorizes an interlocal agreement with the Muckleshoot Indian Tribe for the design and installation of artistic enhancements to the roundabout on Auburn Way South at the entrance to Chinook Elementary School.

Background Summary:

As part of its project to replace Chinook Elementary School, the Auburn School District (District) constructed a roundabout on Auburn Way South at the school access. The District installed basic landscaping within the roundabout center island meeting the required standards.

City Project CP2313, Auburn Way South Roundabout Enhancements (Project) is underway to design and construct enhancements to the roundabout center island. The Muckleshoot Indian Tribe (MIT) and City desire the center island enhancements to include artistic elements and features that celebrate MIT and City partnerships and joined community.

Resolution No. 5777 authorizes an interlocal agreement with MIT that has the City and MIT agreeing to share the Project costs equally at 50% each, up to $150,000 each, for a total Project cost of $300,000. The City Project budget has these funds available.

In addition, the agreement provides for MIT to commission an artist to provide the artistic elements upon agreement of all parties and provides that the City will install the artistic elements.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: August 5, 2024
Item Number: RES.C

RESOLUTION NO. 5777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE MUCKLESHOOT INDIAN TRIBE FOR THE CP2313 AUBURN WAY S ROUNDABOUT ENHANCEMENT PROJECT

WHEREAS, the Chinook Elementary School replacement project involved various public improvements that were built by the Auburn School District, one of which was a roundabout on Auburn Way South at the school's entrance, and

WHEREAS, the Auburn School District installed landscaping within the roundabout that complies with city standards, and

WHEREAS, as part of City project CP2313, Auburn Way South Roundabout Enhancements (Project), the City will design and construct enhancements to the roundabout center island, and the City has funds available within the Project budget for this work, and

WHEREAS, the Tribe and City desire that the center island enhancements will include artistic elements and features that celebrate the Tribe and City partnership and their joined communities, and

WHEREAS, the Tribe is willing to select and commission an artist to provide artistic elements for the roundabout center island, and

WHEREAS, incorporating into the Project the artistic elements provided by the Tribe will be mutually beneficial to both communities, and

WHEREAS, the Tribe and the City are authorized to enter into this Agreement under RCW 39.34.030.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and the Muckleshoot Indian Tribe, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

INTERLOCAL AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND THE CITY OF AUBURN FOR ENHANCEMENT OF THE AUBURN WAY SOUTH ROUNDABOUT CENTER ISLAND

This Interlocal Agreement ("Agreement") is made and entered between the CITY OF AUBURN, (the "City") and the MUCKLESHOOT INDIAN TRIBE OF WASHINGTON ("MIT") (collectively, the "Parties" and individually, "Party").

RECITALS

WHEREAS, the public improvements built by the Auburn School District and accepted by the City for the Chinook Elementary School replacement project include a roundabout on Auburn Way South at the school entrance, and

WHEREAS, the Auburn School District installed basic landscaping within the roundabout center island to meet required standards, and

WHEREAS, City project CP2313 Auburn Way South Roundabout Enhancements (Project) is underway to design and construct enhancements to the roundabout center island, and

WHEREAS, the MIT and City desire the center island enhancements to include artistic elements and features that celebrate the MIT and City partnerships and joined community, and City has funds available within the Project budget for to the roundabout center island, and

WHEREAS, the MIT is willing to select and commission an artist to provide artistic elements for the roundabout center island, and

WHEREAS, the City including and incorporating the artistic elements provided by MIT into the Project would be mutually beneficial to the City and MIT, and

WHEREAS, the MIT and the City are authorized to enter into this Agreement under RCW 39.34.030.

AGREEMENT

In consideration of the mutual covenants, conditions, and promises, contained in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES.

The MIT and the City agree to jointly coordinate, design, fabricate, and install enhancements to the roundabout center island, including artistic elements, on Auburn Way South at Chinook Elementary as part of the Project.

2. ROLES AND RESPONSIBILITIES

The City is responsible for design and construction of the Project. MIT is responsible for commissioning and selecting artist(s) for the center island enhancement artistic elements. The Parties will review, evaluate, and jointly select the artistic elements prior to their design and fabrication. MIT will contract directly with the artist(s) to design and fabricate the selected artistic elements. The City will design the center island enhancements, including structural elements needed to support the artistic elements. The City will develop plans, specifications, and estimate for the Project construction. The City will procure the construction contract, evaluate quotes/bids, and award the contract. The City will execute and administer the Project construction contract. MIT will make the artistic elements available to the City's Contractor to pick-up and install within 7 days request provided by the City or its contractor to MIT. The City's contractor will pick-up, deliver, and install the artistic elements. Upon completion of project (See Section 3.2), the City shall be the sole owner of the artistic elements and MIT shall have no further ownership interests or maintenance responsibilities. The City will own and maintain the artistic elements and other Project improvements. The City reserves the right to remove the artistic elements at any time, if determined by the City Engineer to be in the best interest of the City. MIT shall retain the master mold for the artistic elements, and may use the mold for any purpose. After completion of the Project improvements and for the duration of the time the artistic elements are in place, the City may request that MIT repair and or replace artistic elements that have been damaged, stolen, or degraded. Should MIT elect to repair or replace artistic elements, the following conditions apply: 1) Repair or replacement of the artistic elements shall be provided by MIT at no cost to the City; and 2) Installation of the repaired or replaced artistic elements by the City shall be at no cost to MIT.

3 COST REIMBURSEMENT AND FUNDING

3.1. Project Costs and Responsibilities: The City and MIT agree to share the Project costs equally at 50% each, up to $150,000 each, for a total Project cost of $300,000. If at any time, the total estimated or actual Project costs exceed, or are anticipated to exceed, this amount, an amendment would be needed to this Agreement to determine if the Project could continue and appropriate cost sharing terms for the excess amount. The Parties will track their costs incurred and paid for performing their responsibilities and provide the following costs to the other Party at key project milestones as follows:

a. MIT cost estimates for artistic elements being considered prior to joint selection by the Parties.
b. City cost estimate for design of Project.
c. MIT actual cost of artistic element coordination, selection, and fabrication.
d. City cost estimate for completion of Project (including actual design costs and estimated construction costs) prior to procuring construction contract.
e. City cost estimate for completion of Project after construction contract procurement, prior to award of construction contract.

f. Total City Project costs after construction completion.

3.2. Invoicing and Fund Distribution: For the purposes of this agreement, the Project is considered complete when the City makes final payment to its construction contractor and there are no outstanding claims from the Contractor to the City. Within 60 days after the Project is complete, the Parties shall provide a statement of all eligible Project costs incurred and paid to each other Party. The City shall reconcile the costs and determine the total Project cost which is the total of each Parties eligible Project costs incurred and paid. Within 90 days after Project completion, any of the Party that has incurred and paid costs in excess of the cost share percentage specified in Section 3.1 shall invoice the Party that incurred and paid costs less than the cost share percentage specified in Section 3.1, for which the receiving Party shall make payment within 60 days after receipt of the invoice.

4 INDEMNIFICATION

Each Party shall indemnify and hold the other Party, 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 the indemnitee arising out of, in connection with, or incident to the indemnitor's actions for this Project; provided, however, that if such claims are caused by or result from the concurrent negligence of the indemnitee, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnitor; and provided further, that nothing shall require either Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the indemnifying Party, its agents, employees, and/or officers. No liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Agreement, then the Parties agree to defend, indemnify and hold each other their officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5 COMPLIANCE WITH REGULATIONS AND LAWS

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

6 ASSIGNMENT

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

7 WAIVER OF SOVEREIGN IMMUNITY

MIT expressly, unequivocally, and irrevocably agrees to a limited waiver of sovereign immunity. The waiver is limited: (1) to actions brought by the Parties to this Agreement (City and MIT); (2) for breach, termination, enforcement of contract provisions, interpretation, validity thereof, including the determination of the scope or applicability of this Agreement and the performance of any duties or responsibilities performed under this Agreement; (3) to the extent allowed by law, for actual damages, that is, each Party waives the right to consequential or punitive damages; (4) to determine applicable laws; and, (5) to all actions necessary to enforce judgments entered with respect to the enforcement of this Agreement if not otherwise prohibited by law. This limited waiver is available solely to claims by City, its employees, and agents, and not by any other entity, entities, or any individual or third party, not a Party to this Agreement. Notwithstanding any other provision in this Agreement, this limited waiver of sovereign immunity is limited to the extent of MIT's contributions, roles, responsibilities under this Agreement, performance of duties including the plan, design, and construction of projects listed on Attachment A whether by MIT, its employees, agents, to the extent of any applicable insurance coverage.

MIT consents to the jurisdiction of the Washington State Superior Court in the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement; the Parties further agree that any such action or proceedings shall be brought in the superior court situated in King County, Washington. MIT agrees that it will not raise sovereign immunity as a defense in any judicial action brought by the City to enforce this provision or any term under this contract with respect to claims within the scope of the limited waiver of sovereign immunity provided herein.

8 ATTORNEY'S 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 trial court and in appellate courts.

9 OWNERSHIP AND USE OF DOCUMENTS.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by either party as part of its performance of this Agreement shall be owned by and become the property of that party,

and may be used by that party for any purpose. MIT shall retain intellectual property rights and copyright to the artistic elements.

10 RECORDS INSPECTION AND AUDIT.

The MIT shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the City Project (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating, of acquisition of real estate and of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement shall be provided by the City. The books and records required under this Section shall be maintained in accordance with generally accepted accounting standards. The MIT shall retain the records and make them available for audit for a period of six (6) years after final payment is made by the City pertaining to the MIT Project.

11 NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the CITY: City of Auburn
Public Works Director
25 West Main Street
Auburn, WA 98001
253-931-3010

To the MIT: Muckleshoot Indian Tribe

39015 172nd Ave. S.E.
Auburn, WA 98092
253-xxx-xxxx

or to such other respective addresses as either party may from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12 NONDISCRIMINATION

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

13 TERMINATION.

Neither the MIT nor City may terminate this agreement without the written concurrence of the other party.

14 MISCELLANEOUS

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

14.2. 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 the county of Washington State in which the property or project is located, and if not site specific, then in King County, Washington.

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

14.4. The duration of this Agreement shall be for the period of time it reasonably takes for the performances by the parties as contemplated herein.

14.5. No separate legal entity is created hereby. The identity of the parties hereto is as set forth hereinabove.

14.6. 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.

14.7. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives identified in Paragraph **11** hereof, or their designees.

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

14.9. 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 the City shall have the right to terminate the Agreement.

14.10. 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.

14.11. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties have executed this Agreement:

MUCKLESHOOT INDIAN TRIBE

Chairperson
Muckleshoot Tribal Council

Date: 7.24.24

CITY OF AUBURN

Nancy Backus, Mayor

Date: _____

APPROVED AS TO FORM:

Paul Byrne, Acting City Attorney

Date: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5778 (Caillier)

Date:
July 30, 2024

Department:
Police Department

Attachments:
Resolution No. 5778
Contract

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5778.

Background for Motion:

Resolution No. 5778 allows for the surplus and sale of retired Auburn Police K9 Dexter. K9 Dexter retired from active duty with the Auburn Police Department on July 26th, 2024.

Background Summary:

On July 26th, 2024, Auburn Police K9 Dexter was retired from active service from the Auburn Police Department. Typically, due to the bond that has developed between the K9 and former handler, as well as the K9 training received during service life, these service dogs are generally not released to the general public after retirement. It has been the practice of the City to surplus retired K9's into the care of the former handler, who have the most knowledge of the animals needs and ability to care for them. A Sale and Hold Harmless agreement will be entered into between the former handler and the City.

Reviewed by Council Committees:

Councilmember: Cheryl Rakes **Staff:** Chief Caillier

Meeting Date: August 5, 2024 Item Number: RES.D

RESOLUTION NO. 5778

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING AN AUBURN POLICE DEPARTMENT CANINE AS SURPLUS PROPERTY AND APPROVING ITS TRANSFER TO A PURCHASER BY CONTRACT

WHEREAS, the Auburn Police Department (APD) purchased a dog named Dexter for use as a police canine officer, and canine Dexter has been working with an Auburn Police Officer handler in a Criminal Justice Training Commission (CJTC) certified police canine/handler team since 2022;

WHEREAS, K9 Dexter's Auburn Police Officer handler has left City service, it has been determined that the transfer of K9 Dexter to a new handler is not in the best interest of the City or department, and Dexter will be retired from active service with the APD. Accordingly, APD has determined that transferring ownership of Dexter is in the City's best interest;

WHEREAS, given their work and interaction with department police dogs, APD has a practice of giving officers the opportunity to assume ownership of police dogs that are retired or removed from service. Former APD Officer Helena Stratton has fostered a relationship with Dexter through Dexter's work with APD, and she desires to purchase Dexter from APD on the terms and conditions expressed in the proposed agreement attached as Exhibit A to this Resolution.

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

Section 1. The APD canine Dexter is declared surplus property to APD. APD is accordingly authorized to transfer ownership of Dexter to former APD Officer Helena Stratton according to the terms and conditions set forth in the proposed purchase and sale agreement attached to this Resolution;

Section 2. The Mayor is 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 full force upon passage and signatures.

Dated and Signed: _____.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

Docusign Envelope ID: BF635CCF-2DBC-423D-BB62-B64D19E76642

SALE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this 26 day of July, 2024, by and between the City of Auburn, its agents, employees and assigns (hereinafter referred to as the "City") and Helena Stratton (hereinafter referred to as Helena), her heirs and assigns.

Police Canine Dexter, having come to the end of his service duty, may be purchased by his handler, Helena, for the sum of one dollar and no/100 ($1.00). Helena Stratton seeks to purchase Dexter under the terms of this Agreement and the City seeks to relieve itself of ownership of Dexter and any potential exposure to additional costs and/or other issues that may arise during the remainder of Dexter's life.

Helena acknowledges and agrees that the City has no basis upon which to render any warranty or guarantee regarding Helena's suitability for non-law enforcement activities, including suitability as a traditional pet or suitability for any particular purpose, and accordingly the city offers no warrant or guarantee and disclaims any warranty in law or equity that might otherwise accompany a sale. Helena voluntarily accepts these conditions and disclaimers.

For sufficient consideration, including Helena's payment under the terms of this Agreement and the City's agreement to sell Dexter in lieu of other means of disposal and for other consideration as set forth in this agreement, Helena agrees to release, acquit and forever discharge the City of and from any and all actions, claims, demands, claims for attorney's fees or other claims of any variety on account of or in any way arising out of Helena's ownership of Dexter. Helena specifically acknowledges that the sale of Dexter is "as is" and that the City has not agreed to provide any further care or treatment for Dexter as a condition of sale and agrees that he will not make any claim against the City after the sale for anything associated with Dexter's medical or other needs or conditions, whether those needs and conditions occurred prior to or after this sale.

Helena agrees that Dexter is solely her property and that she bears full responsibility for Dexter's care, behavior and actions from the time of purchase forward.

For further consideration for the City's agreement to sell Dexter, Helena agrees not to, without the prior written consent of the City of Auburn Police Chief, a) use Dexter as a law enforcement canine or for any purpose connected to Helena's employment by any law enforcement agency, or b) transfer, convey, or release Dexter to any law enforcement agency. Upon violation of either preceding condition, Helena agrees to pay to the City of Auburn the cost to the City of Auburn to purchase, care for, and train Dexter during his service career for the City of Auburn.

By signing this Agreement, Helena acknowledges that she has executed this Agreement of her own free will and is a voluntary act.

Helena Stratton, Purchaser

DocuSigned by:
Charlotte Storey for
682A2F9408AB4AE...
Doug Ruth, Acting City Attorney

DocuSigned by:
27EE404F0DE6460...
Mark Caillier, Chief of Police

DocuSigned by:
FEC92ABD17E047C...
Nancy Backus, Mayor

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5779 (Krum)

Date:
July 24, 2024

Department:
Community Development

Attachments:
Resolution No. 5779
Resolution No. 5779 Exhibit A - Consultant and Grant Agreements

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5779.

Background for Motion:

The City was awarded a $125,000 grant in 2024 from Washington State Department of Commerce, Growth Management Services, to start Phase 1 of Climate Planning for the purpose of assisting with the development of a climate change and resiliency plan requirements related HB 1181. This fully grant funded contract work is proposed to begin July 2024 and be completed in May 2025.

Background Summary:

Resolution 5779 authorizes the Mayor to enter into a contract with Cascadia Consulting Group for consultant services related to climate planning.

The City was awarded a grant of $125,000 in 2024 from the Department of Commerce, Growth Management Services, to start Phase 1 of Climate Planning. The agreement between the City of Auburn and Department of Commerce was executed in May 2024. The entirety of this grant funding is proposed to be used to fully fund a consultant contract in the amount of $125,000.

This contract will assist the City in ensuring the Climate Element of the Comprehensive Plan meets all Department of Commerce and Puget Sound Regional Council requirements in advance of anticipated Council adoption of the Comprehensive Plan in December 2024. In addition, this contract will provide technical assistance preparing public engagement materials and development of a 5-year work plan to plan to meet all Department of Commerce requirements for the Climate Element in 2029.

The contract between the City of Auburn and Cascadia Consulting Group was executed on July 16, 2024. However, the contract totaling $125,000 requires City Council approval due to it exceeding the signing authority of Mayor. The consult and grant agreements are included as Exhibit A.

This is a budget neutral contract as the consulting work is fully grant funded. Although the

grant funding has not been incorporated into the current budget, it is anticipated to be reflected in a future 2023-2024 Biennial Budget Amendment.

Reviewed by Council Committees:

Councilmember:	Tracy Taylor	**Staff:**	Jason Krum
Meeting Date:	August 5, 2024	Item Number:	RES.E

RESOLUTION NO. 5779

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND CASCADIA CONSULTING GROUP TO EXECUTE CLIMATE COMMITMENT PROGRAM – PHASE 1 SCOPE OF WORK

WHEREAS, The Washington State Department of Commerce, Growth Management Services, provides grant funding for Climate Planning, the requirement for which was created by statute in 2023; and

WHEREAS, the City of Auburn is required to adopt a Climate Element of the Comprehensive Plan that fully complies with Growth Management Act requirements by the year 2029; and

WHEREAS, the purpose of the program is to provide grant funding for jurisdictions to prepare for 2029 Climate Element compliance; and

WHEREAS, the City of Auburn was awarded $125,000 in Department of Commerce funds in 2024, which was accepted in May 2024, for completion of a first phase of work related to Climate Planning; and

WHEREAS, the Department of Community Development has executed an agreement with Cascadia Consulting Group to execute the grant scope of work, in coordination with City staff.

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

Section 1. The Mayor is authorized to execute an agreement between the City of Auburn and Cascadia Consulting Group to execute Climate Commitment Program –

Phase 1 scope of work with a total not to exceed budget of $125,000. The agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. The Mayor is authorized to enter into additional agreements and to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

Docusign Envelope ID: CA739563-5247-4B2F-9D74-2362596B08F4

Exhibit A

CITY OF AUBURN
AGREEMENT FOR PROFESSIONAL SERVICES

Climate Commitment Program – Phase 1

THIS AGREEMENT made and entered into on this 16th of July, 2024, by and between the CITY OF AUBURN ("City"), a municipal corporation of the State of Washington, and **Cascadia Consulting Group**, a corporation whose address is 500 Union Street, Suite 700, Seattle, WA 98101 **("Provider")**.

In consideration of the conditions and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Scope of Services
The Provider agrees to perform the tasks described in Exhibit "A". The Provider will be responsible to provide work products and services that conform to generally-accepted professional planning and architectural standards. The Provider will, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in its plans, designs, drawings, specification, reports and other services required, whether during or after the Term of this Agreement. Any approval by the City of Provider's services will not in any way relieve the Provider of responsibility for the accuracy and adequacy of its services. Neither city review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement to the full extent of the law.

2. Additional Services
If additional services with respect to related work are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, the parties will amend this Agreement prior to the Provider performing the additional services. The amendment will set for the nature, scope, and payment terms of the additional services. However, if the time period for the completion of such services makes execution of an amendment impractical prior to the commencement of the Provider's performance, the Provider agrees that it will perform such additional services on the written request of an authorized representative of the City pending execution of an Amendment subject to the terms and conditions of this Agreement except where the authorization provides to the contrary. The invoice procedure for any such additional services will be as described in Section 4 of this Agreement.

3. Provider's Representations & Qualifications
The Provider represents and warrants that it has all necessary licenses and certifications to perform the services provided for in the Agreement, and is qualified to perform those services. Provider represents that the person signing this Agreement on behalf of

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Provider has all requisite authority to bind Provider to the terms and conditions of this Agreement.

4. Compensation

As compensation for the Provider's performance of the services provided for in this Agreement, the City will pay the Provider according to the amounts and fee schedule specified in Exhibit "B". These payments will be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work.

The Provider will submit to the City an invoice or statement upon completion of each task shown in Exhibit B and the City upon acceptance of the invoice or statement will process the invoice or statement within 30 calendar days after receipt of invoice from Provider and will remit payment to the Provider, subject to any conditions or provisions in this Agreement. Copies of original supporting documents will be supplied to the City upon request.

The not-to-exceed amount for this agreement is $125,000. The Provider will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization.

Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

5. Time for Performance, Term, and Termination of Agreement

The Provider will not begin any work under this Agreement until authorized in writing by the City. The term of this Agreement commences on the later date of the Parties execution of this Agreement, as reflected on the signature page. The Provider will perform the services in accordance with the direction and scheduling provided on Exhibit "A", unless otherwise agreed to in writing by the parties. All work performed under this Agreement will be completed by June 1, 2025.

Termination for cause. Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement. The notice will identify the reason(s) for termination, and specify the effective date of termination. In the event of a default by Provider, City may suspend all payments otherwise due to Provider and the City will have no further obligations to Provider.

Termination for Convenience. The City may terminate this Agreement upon not less than seven (7) days written notice, which shall contain the effective date of termination, to the Provider. If this Agreement is terminated through no fault of the Provider, the Provider will be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B". This payment shall fully satisfy and discharge the City of all obligations and liabilities owed the Provider, who shall not be liable for any anticipated profits or other consequential damages resulting from the termination.

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Upon receipt of a termination notice, the Provider will promptly discontinue all services affected and deliver to the City all data, drawings, specifications, reports, summaries, and such other information and materials as the provider may have accumulated, prepared, or obtained in performing this Agreement, whether fully or partially completed.

All rights and remedies provided in this Section are not exclusive of any other rights or remedies that may be available to the City, whether provided by Law, equity, in any other agreement between the parties or otherwise

6. Ownership and Use of Documents

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Provider as part of his performance of this Agreement (the "Work Products") will be owned by and become the property of the City, may be used by the City for any purpose beneficial to the City, and are subject to the requirement of the Public Records Act, 42.56 RCW. Any re-use of the Customer Materials for other purposes will be without liability to the Provider.

The Provider acknowledges that the Agreement, and documents provided in connection with this Agreement, become a public record and may be subject to inspection and copying, unless the information is declared by law to be confidential or is otherwise exempted from public records disclosure requirements. The Provider agrees to give its fullest assistance to the City in identifying, locating, and copying any records in the Provider's possession that are responsive, as determined by the City in its sole discretion, to a Public Records Act request received by the City.

7. Records Inspection and Audit

All compensation payments will 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 will be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) pear period, all records and books of account pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audit are finally resolved.

8. Continuation of Performance

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Provider agrees that, notwithstanding such dispute or conflict, the Provider will continue to make a good faith effort to cooperate and continue to work toward successful completion of the delivery of services and its contractual responsibilities.

9. Independent Contractor

The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and performance of its provisions, to have entered into any partnership, joint venture, employment or other relationship with the City. Nothing in this Agreement creates any contractual relationship between the Provider's employee, agent, or subcontractor and the City.

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10. Administration of Agreement

This Agreement will be administered by CONSULTANT NAME on behalf of the Provider, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement will be served on or mailed to the following addresses:

City of Auburn	Cascadia Consulting Group, Inc.
Attn: Josh Steiner	Attn: Gretchen Muller
25 West Main St	1109 1st Ave, Suite 400
Auburn WA 98001-4998	Seattle, WA 98108
Phone: 253-804-5064	Phone:206-449-1115
Fax: 253-804-3114	Email:gretchen@cascadiaconsulting.com
Email: jsteiner@auburnwa.gov	

11. Notices

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or sent by regular mail, postage prepaid, [by certified mail, return receipt requested,] and addressed, if to a party of this Agreement, to the address for the party set forth above. If addressed to a non-party, the notice will be sent, in the foregoing manner, to the address designated by a party to this Agreement.

Either party may change its address by giving notice in writing to the other party.

12. Insurance

The Provider will, at its sole expense, procure and maintain for the duration of this Agreement and 30 days thereafter insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by the Provider, its agents, representatives, or employees.

Provider's maintenance of insurance as required by the Agreement will not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Service Provider will obtain insurance of the types described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage will be at least as broad as Insurance Services Office (ISO) form CA 00 01 (provider may use a substitute form providing equivalent liability coverage). Provider will maintain automobile insurance with minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City will be named as an additional insured under the Provider's Commercial General Liability

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insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO Additional Insured endorsement CG 20 26. Commercial General Liability insurance will be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to the Provider's profession with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

For Automobile Liability and Commercial General Liability insurance, the policies are to contain, or be endorsed to contain that Provider's insurance coverage will be primary insurance as respects the City. Any insurance, self-insurance, or self-insurance pool coverage maintained by the City will be excess of the Provider's insurance and will not contribute with it.

Insurance is to be placed with an authorized insurer in Washington State. The insurer must have a current A.M. Best rating of not less than A:VII.

The Provider will furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement before commencement of the work.

The City reserves the right to require that complete, certified copies of all required insurance policies and/or evidence of all subcontractors' coverage be submitted to the City at any time. The City may withhold payment if the Provider does not fully comply with this request.

If the Provider maintains higher insurance limits than the minimums shown above, the City will be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

The provider will provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Failure by the Provider to maintain the insurance as required will constitute a material breach of this agreement, upon which the City may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the City's sole discretion, offset against funds due the Provider from the City.

13. Indemnification/Hold Harmless

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Except for injuries and damages caused by the sole negligence of the City, the Provider will defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits of every kind, including attorney fees and litigation expenses, arising out of or resulting from the negligent or willful acts, errors, or omissions of the Provider, its employees, agents, representatives, or subcontractors, including employees, agents, or representatives of its subcontractors, made in the performance of this Agreement, or arising out of worker's compensation, unemployment compensation, or unemployment disability compensation claims.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

If is further specifically and expressly understood that this indemnification constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

14. Assignment

Neither party to this Agreement will assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party. No assignment or transfer of any interest under this Agreement will release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

15. Nondiscrimination

The Provider may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, age, or where there is the presence of any sensory, mental or physical handicap.

16. Amendment, Modification and Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.

17. Parties in Interest

This Agreement is binding upon, and the benefits and obligations hereto will inure to and bind, the parties and their respective successors and assigns, although this section will not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties and it does not create a

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contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

18. Force Majeure
Any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

19. Applicable Law
This Agreement and the rights of the parties will be governed by with the laws, regulations, and ordinances of the City, of the State of Washington, and King County. Venue for any action involving this agreement will be in the county in which the property or project is located, and if not site specific, then in King County. It is agreed that any applicable statute of limitation will commence no later than the substantial completion by the Provider of the services.

20. Captions, Headings and Titles
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and will not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. Where appropriate, the singular will include the plural and vice versa and masculine, feminine and neuter expressions will be interchangeable. Interpretation or construction of this Agreement will 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.

21. Severable Provisions
Each provision of this Agreement is intended to be severable. If any provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remaining provisions.

22. Entire Agreement
This Agreement together with any subsequent amendments or addendums contains the entire understanding of the parties in respect to the transactions contemplated and supersedes all prior representations, agreements and understandings between the parties, either oral or written. No other understandings, oral or otherwise, regarding this Agreement shall bind any party.

23. Non-Availability of Funds
Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available, without the seven (7) days' notice provided by Section 5. No liability will accrue to the City in the

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event this provision is exercised, and the City will not be obligated or liable for any future payments or damages as a result of termination under this Section.

24. Counterparts
This Agreement may be executed in multiple counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

DocuSigned by:
Nancy Backus
FEC92ABD17E047C...
7/16/2024
Nancy Backus, Mayor

Approved as to form:

DocuSigned by:
Douglas Ruth
EB1C3E5AD1B04B2...
City Attorney

CASCADIA CONSULTING GROUP

DocuSigned by:
Gretchen Muller
A721A827057E473...
Signature

Name: Gretchen Muller

Title: Director

Date: 7/11/2024

Federal Tax ID # 91-1589555

Signature

Name: _____

Title: _____

Date: _____

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EXHIBIT A
SCOPE OF WORK

PROJECT GOAL

This project aims to assist the City of Auburn (City) in developing a Climate program to address the newly added Climate Element of the Comprehensive Plan. House Bill 1181 added Climate Change as the 15th planning goal of the Growth Management Act (GMA), requiring jurisdictions planning under the GMA to adopt a Climate Element that is in full compliance by 2029.

To align with requirements of the Climate Commitment Act Grant the City received from the Washington Department of Commerce (Commerce), this effort will support the following goals:

1. Review Climate Element to ensure consistency with the Growth Management Act and HB 1181 and specific countywide requirements.
2. Development of a Climate Planning 5-year work plan including a Public Engagement Plan and an Outreach & Engagement Summary Report.

0. PROJECT MANAGEMENT & KICK-OFF

1. PROJECT MANAGEMENT

Cascadia will schedule and attend biweekly 30-minute check-ins with the client team throughout the length of the project to track progress. Cascadia will provide monthly invoices with progress reports that detail the work done in that period to the client team.

2. KICK-OFF

A project kick-off meeting will be conducted after the Climate Element Review Memorandum is drafted (Task 1.2). The kick-off meeting will focus on reviewing the findings of the Memorandum, gathering input on engagement strategy and the 5-year workplan, as well as cover the topics typical of kick-off meetings such as confirming client/consulting responsibilities, expectations, logistics, and timeline. The meeting will be in-person and two hours in length.

$6,550 – Project management, $5,000 – Kick-off

MEETINGS

- Bi-weekly 30-minute check-ins
- Project kickoff (in person)

DELIVERABLES

- Kick-off meeting materials (agenda, meeting summary)
- Monthly invoices with progress reports

ASSUMPTIONS

- The kick-off meeting will be in Auburn. Staff will identify and coordinate with appropriate staff for the kick-off meeting.

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1. DRAFT CLIMATE ELEMENT AND REVIEW MEMORANDUM

1.1 CLIMATE ELEMENT DRAFT

Staff will update and supply Cascadia with the most recent version of the Climate Element accepted by the Planning Commission and all other current draft elements of the 2024 Comprehensive Plan update for review to complete task 1.2.

1.2 CLIMATE ELEMENT REVIEW

Consultant review of draft Climate Element to ensure consistency between Climate Element and other related Elements to be adopted as part of 2024 Periodic Comprehensive Plan. Review for consistency between draft Climate Element and Climate Element Framework, a strategy document developed to help guide creation of the Climate Element.

Cascadia to provide a memorandum that outlines the finding of the Climate Element review. The review should address the consistency of the Climate Element with other elements of the Comprehensive Plan and identify sections of text that need to be updated to meet state and regional requirements. The majority of the review should be focused on the Climate Element, with specific sections identified that need to be revised. Other elements should be reviewed for climate related items with the redlining of inconsistencies found.

$12,000 – review of climate element, $8,000 – Memo, $3,450 – Review of other elements

MEETINGS

- Meetings with Staff as needed

DELIVERABLES

- Climate Element draft
- Climate Memorandum

ASSUMPTIONS

- The majority of time would be spent reviewing the Climate Element rather than the remaining elements of the Comprehensive Plan. The memo will provide a detailed summary of areas identified in the Climate Element that need to be revised in order to be in full compliance with state and regional requirements.
- Cascadia would provide recommendations in the memo on how to address inconsistencies and gaps identified.
- Cascadia would provide redlined versions of the other elements that touch upon climate change and climate specific items.

2. PUBLIC ENGAGEMENT PLAN AND ENGAGEMENT SUMMARY AND 5 YEAR CLIMATE PROGRAM PLAN

2.1 CLIMATE CHANGE ENGAGEMENT STRATEGY AND OUTREACH & ENGAGEMENT SUMMARY

Conduct public engagement for the Climate Element – develop outreach materials (English & Other Most Spoken Languages in Auburn), public surveys, hosting open houses, and workshops with

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community, attending/presenting at Planning Commission and City Council meetings. Staff will take the lead on the public engagement piece, with Cascadia providing the materials, including the Public Engagement Plan and Outreach and Engagement Summary. The Public Engagement Plan should identify key audiences and opportunities for engagement and the types of materials needed. Staff will make updates to finalize the engagement plan and will provide a summary of engagement.

Cascadia will lead development of the engagement materials, according to the following parameters:

- Public Engagement Plan
  - A public engagement plan will be created in Word outlining key engagements, and including reporting metrics to measure the effectiveness of engagement efforts. A tracking spreadsheet will be developed to aid engagement progress.
- Outreach Materials
  - Design and produce **one factsheet (2 pages) translated into four languages** (Spanish, Russian, Ukrainian, Tagalog).
  - Develop **one public survey** in electronic format translated into English and one additional language.
  - Create tabling/open house materials, including **one flyer or half-sheet** and **one poster**, in English.
- Outreach and Engagement Summary support
  - Cascadia will support the engagement summary by providing survey results and engagement tracking tables.

2.2 5-YEAR CLIMATE CHANGE PROGRAM PLAN

Develop a 5-Year Work Plan for development of an adopted Climate Element that meets GMA requirements.

The intent of the 5-year work plan is to develop a path forward for ensuring that Auburn is in compliance with all the requirements of the Climate Element by 2029. The plan should identify state and regional targets and requirements and address how the element is in conformance. The plan should outline the areas where additional work, resources, funding, etc. are necessary in order to meet climate goals and policies identified within the element.

Cascadia will attend up to two in-person Planning Commission or City Council Meetings and host up to two virtual workshops with Staff as needed.

$51,500 – Five-year work plan, $38,500 – Public Engagement Plan and Outreach & Engagement Summary

MEETINGS

- Planning Commission Meetings
- Meetings with Staff as needed

DELIVERABLES

- Public Engagement Plan and Outreach & Engagement Summary

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- Engagement materials
- 5-year Work Plan

ASSUMPTIONS

- Staff will lead the public engagement effort that will be outlined in the Public Engagement Plan developed with the assistance of Cascadia. Cascadia will lead the development of the Public Engagement Plan with input and updates by Staff, and Staff will lead the execution of the Engagement Plan.
- Cascadia will develop all public engagement materials, including posters, flyers, info sheets, etc.
- Cascadia will assist Staff in preparing the final Outreach & Engagement Summary. Cascadia will provide survey results and engagement tracking tables.
- Cascadia will develop the 5-year work plan with input from Staff.

GENERAL ASSUMPTIONS

- This SOW assumes a 11-month project schedule.
- The City will provide necessary background information, including existing policies and regulations. To keep the project on schedule, the City will endeavor to provide information requested within one week from the date of request.
- The City shall keep the consultants apprised of parallel planning efforts or Commerce guidance of consequence to this project. Any new information arising over the course of the project shall be provided to Cascadia as soon as feasible. If this new information impacts the content of a substantially developed work product, Cascadia will endeavor to incorporate such new information into the final work product, if possible, given available time and budget.
- Cascadia will provide draft copies of presentation materials for advance review by City staff and revise materials based on consolidated staff comments. No more than two versions (draft and final) of any deliverable will be provided.
- City reviews of minor deliverables (presentations and memos) are assumed to occur within one week, with an additional week allocated for consultant revisions in response to city comments. City review of the draft report is assumed to occur within two weeks, with two weeks allocated for consultant revisions.
- Project coordination meetings assume virtual participation. In-person attendance is assumed for the kick-off meeting and all Planning Commission and City Council meetings.
- Miscellaneous expenses for travel and printing will be covered within contract resources.
- For engagement activities yet to be defined, City staff and Cascadia will mutually agree on how to allocate the hours shown in the budget. As general guidelines, meeting preparation and summaries are typically about 10 hours per in person hour (e.g., 2 consultant staff attending 2-hour workshop means 40 hours of preparation and summary time), depending on complexity of the event and number of consultant staff attending. Surveys are approximately 32 to 80 hours depending on complexity and type of summary desired.

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SCHEDULE

	2024						2025					
Tasks	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**
Task 0: Project Management & Kick-off	Monthly invoices, bi-weekly check-ins (to be adjusted based on project need)											
		Kick-off agenda	Kick-off Meeting									
Task 1.1: Climate Element Draft	City to provide											
Task 1.2: Climate Element Review Memorandum	Review	Draft Memo	Final Memo									
Task 2.1: Public Engagement	Engagement Plan Development		Final Plan (after Kick-off)	Collateral development, outreach and engagement. Timeline to be further defined in Plan.							Summary Drafting & Final	
Task 2.2: 5-Year Program Plan			Outline (after Kick-off)	Drafting				Public Draft	Refine		Final	

Ongoing work & meetings Deliverable

Exhibit A
Agreement for Professional Services
Auburn Middle Housing Development Regulations

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EXHIBIT B
FEE SCHEDULE

Project Budget

Task	Cost
Task 0: Project Management & Kickoff	
• **Project management, check-ins, invoicing**	$6,550
• **Kick-off in-person meeting (3-hour assumption)**	$5,000
Task 1: Draft Climate Element and Review Memorandum	
• **Climate memorandum**	$23,450
Deliverable 1. Draft Climate Element and memorandum outlining alignment with GMA requirements and consistency with other Elements and Climate Element Framework (Task 0, Task 1)	$35,000
Task 2.1: Public Engagement	
• **Public Engagement Plan**	$12,000
• **Material Development**	$19,000
• **Engagement Summary**	$7,500
Task 2.2: 5-Year Program Plan	
• **Staff/Council/Planning Commission meetings**	$17,500
• **Draft and Final 5-year Program Plan**	$34,000
Deliverable 2. Public Engagement Plan, Outreach, & Engagement Summary Report; 5-year work plan (Task 2.1, Task 2.2)	$90,000
Total	**$125,000**

Rate Table (2024)

Cascadia Key Staff	Hourly Rate	Est. Hours
Gretchen Muller, Principal in Charge	$290	24
Nicole Gutierrez, Project Manager	$175	222
Associate, Analyst/Technical Writer	$165	264
Project Coordinator, Engagement Lead	$150	165

Subconsultant Staff – BERK Consulting, Inc.	Hourly Rate	Est. Hours
Lisa Grueter, Principal Planner, Advisor	$260	38

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Washington State Department of Commerce

Interagency Agreement with

City of Auburn

through

Growth Management Services

Contract Number:
24-63610-200

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Docusign Envelope ID: CA739563-5247-4B2F-9D74-2362596B08F4

Washington State Department of Commerce

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ATTACHMENT B: BUDGET **15**

Washington State Department of Commerce

Face Sheet

Contract Number: 24-63610-200

Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant

1. Contractor City of Auburn 25 West Main Street Auburn, WA 98001		**2. Contractor Doing Business As (as applicable)** N/A	
3. Contractor Representative Josh Steiner jsteiner@auburnwa.gov		**4. COMMERCE Representative** Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount $125,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** Date of Execution	**8. End Date** June 30, 2025
9. Federal Funds (as applicable) N/A	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # N/A	**11. SWV #** WEV0002069-00	**12. UBI #** 171-000-010	**13. UEI #** N/A

14. Contract Purpose
For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget

FOR CONTRACTOR	**FOR COMMERCE**
DocuSigned by: Nancy Backus FEC92ABD17E047C...	DocuSigned by: Mark Barkley 80312B04865C458...
Nancy Backus, Mayor City of	Mark K. Barkley, Assistant Director Local Government Division
5/16/2024 | 1:45 PM PDT	5/17/2024 | 12:39 PM PDT
Date	Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

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Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to **exceed one hundred twenty five thousand dollars ($125.000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-200. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date
COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments
COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year
Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).

B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington’s Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The “Climate Commitment Act” logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

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Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

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iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

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15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

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practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Washington State Department of Commerce

Attachment A: Scope of Work

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Climate Element Draft	October 2023	February 2024
Step 1.1	Staff will utilize the Climate Element Framework to draft the Climate Element for Auburn's 2024 Comprehensive Plan Update.		February 2024
Action 2	Climate Element Review	February 2024	June 2024
Step 2.1	Consultant review of draft Climate Element to ensure consistency between Climate Element and other related Elements to be adopted as part of 2024 Periodic Comprehensive Plan. Review for consistency between draft Climate Element and Climate Element Framework, a strategy document developed to help guide creation of the Climate Element.	July, 2024	August 2024
Deliverable 1	Draft Climate Element and memorandum outlining alignment with GMA requirements and consistency with other Elements and Climate Element Framework.	July, 2024	August, 2024
Action 3	Climate Change Engagement Strategy	August, 2024	May, 2025

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Step 3.5	Conduct public engagement for the Climate Element – develop outreach materials (English & Other Most Spoken Languages in Auburn), public surveys, hosting open houses, and workshops with community; attending/presenting at Planning Commission and City Council meetings		
Step 3.6	Develop a 5-Year Work Plan for development of an adopted Climate Element that meets GMA requirements.	September 2024	June 2025
Deliverable 3	Public Engagement Plan, Outreach, & Engagement Summary Report; 5-year work plan		May 30, 2025

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Washington State Department of Commerce

Attachment B: Budget

Deliverables	Commerce Funds
Deliverable 1. Draft Climate Element and memorandum outlining alignment with GMA requirements and consistency with other Elements and Climate Element Framework.	$35,000
Deliverable 3. Public Engagement Plan, Outreach, & Engagement Summary Report; 5-year work plan	$90,000
Contract Total:	**$125,000**

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Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form

Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	DS CC 5/15/2024 | 10:49 AM PDT
GMS Managing Director	Dave Andersen Valerie Smith	DS VS 5/15/2024 | 10:53 AM PDT
Deputy Assistant Director – LGD	Tony Hanson	DS TH 5/17/2024 | 11:49 AM PDT

DocuSign

Certificate Of Completion

Envelope Id: E305FE1C93784A5B9FF009CCF447EF84
Status: Completed
Subject: Complete with DocuSign: Auburn Climate Planning
Division:
Local Government
Program: climate
ContractNumber: 24-63610-200
DocumentType: Contract
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 6
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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ashley.murphy@commerce.wa.gov
IP Address: 198.239.10.195

Record Tracking

Status: Original
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ashley.murphy@commerce.wa.gov
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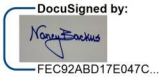
Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Washington State Department of Commerce
Location: DocuSign

Signer Events	Signature	Timestamp
Corina Campbell corina.campbell@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.105	Sent: 5/10/2024 10:25:52 AM Viewed: 5/15/2024 10:49:07 AM Signed: 5/15/2024 10:49:14 AM
Valerie Smith valerie.smith@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.122	Sent: 5/15/2024 10:49:16 AM Viewed: 5/15/2024 10:53:31 AM Signed: 5/15/2024 10:53:40 AM
Nancy Backus nbackus@auburnwa.gov Mayor Auburn Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/15/2024 11:57:28 AM ID: e5913ea4-a93a-4588-a944-a12b9a77fe41	 Signature Adoption: Uploaded Signature Image Using IP Address: 146.129.246.66	Sent: 5/15/2024 10:53:42 AM Viewed: 5/15/2024 11:57:28 AM Signed: 5/16/2024 1:45:49 PM

Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS TH Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.190	Sent: 5/16/2024 1:45:51 PM Viewed: 5/17/2024 11:49:19 AM Signed: 5/17/2024 11:49:32 AM
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Mark Barkley 80312B04865C458... Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.61	Sent: 5/17/2024 11:49:35 AM Viewed: 5/17/2024 12:39:43 PM Signed: 5/17/2024 12:39:50 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Kathleen Weinand kathleen.weinand@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/15/2024 10:53:42 AM

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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2024 10:25:51 AM
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AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5782 (Council)

Date:
July 30, 2024

Department:
City Council

Attachments:
Resolution No. 5782
7.30.24 Council Rules Of Procedure, All revisions shown in track changes
Exhibit A - Policies
Council Rules Of Procedure, All revisions accepted with no track changes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5782.

Background for Motion:

This Resolution adopts amendments to the City Council Rules of Procedure. The Rules of Procedure were most recently updated September 5, 2023.

Background Summary:

The City Council reviews their Rules of Procedure periodically and makes updates as needed. In June, 2024 there was an Ad Hoc Committee created for the review of the Council Rules of Procedure. The Ad Hoc Committee met on July 3, 2024, July 8, 2024, July 15, 2024 and July 23, 2024 to review and discuss amendments to the Rules. The Ad Hoc presented the proposed changes to the full Council on July 29, 2024.

Reviewed by Council Committees:

Councilmember: Hanan Amer
Staff: Paul Byrne
Meeting Date: August 5, 2024
Item Number: RES.F

RESOLUTION NO. 5782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the City Council adopted its Rules of Procedure on February 4, 2004, which provided that future amendments would be made by resolution; and

WHEREAS, the City Council most recently revised the Rules of Procedure on September 5, 2023 via adoption of Resolution No. 5735; and

WHEREAS, the City Council has decided to amend its rules again to implement current law and to make necessary clarifying changes.

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

Section 1. The Rules of Procedure of the City Council are amended to read in substantially the same form as the Rules attached hereto as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Paul Byrne, Acting City Attorney

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

Pursuant to RCW 35A.12.120, the Auburn City Council establishes the following rules for the conduct of Council meetings, proceedings, ~~and~~ business, and the maintenance of order. These rules shall be in effect on adoption by resolution of Council and until they are amended, or new rules are adopted. The Deputy Mayor will coordinate a review of these rules at least once every calendar year.

SECTION 2
COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend, both in person and virtually, any meeting of this body, except as provided in RCW Chapter 42.30. The City Clerk[1] is responsible for preparing agendas for all City Council meetings.[2]

The City Clerk is responsible for preparing action minutes of all of the Council meetings~~,~~ that 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.** Regular M~~m~~eetings of the City Council shall be held at 7:00 p.m. on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.[3] ~~The regular meeting location may be changed by a majority vote of the City Council.~~

A. If 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.

B. The Mayor, as P~~p~~residing O~~o~~fficer, shall be seated at the center of the dais, and the Deputy Mayor shall be seated to the P~~p~~residing ~~o~~Officer's immediate left. When the Deputy Mayor is acting as the P~~p~~residing O~~o~~fficer, 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 determined and directed by the Deputy Mayor. The seating arrangement will be decided once every calendar year.

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[1]The City Clerk may delegate any of the duties in these Rules to staff.
[2]ACC 2.03.100
[3]ACC 2.06.010(A), 2.06.020

[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).]

2.2 **Study Sessions.** Study Sessions of the City Council shall be held at 5:30 p.m. on the second, fourth, and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.[4] ~~The regular meeting location, including making the location a virtual forum, for Study Sessions may be changed by a majority vote of the City Council.~~

A. If 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.

B. Study Sessions seating arrangement shall be located in the floor space directly in front of the dais, unless there is a public health emergency in effect. The table layout for Council, ~~and~~ presenters, and speakers shall be done in such a way as ~~–~~to provide for maximum visibility of all attendees. The Deputy Mayor and the Special Focus Area C~~c~~hairperson for the scheduled focus area, as set out by ~~per~~ the agenda, shall be at a designated head table. No particular seating arrangement shall be required for other members of the Council, or for the Mayor, for Study Sessions.

C. The Council shall not take final action at a Study Session. For purposes of this rule, "final action" by the C~~c~~ouncil means a collective positive or negative decision, or an actual vote on a motion, proposal, resolution, order, or ordinance.[5] Procedural parliamentary motions are not considered final action.

2.3 **Special Meetings.** A S~~s~~pecial M~~m~~eeting 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. Meeting notices shall be delivered by reasonable methods. Those methods can include email notification in addition to notice on the agency's website and principal location. The City Clerk shall provide the written notices.~~–~~ No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of that meeting has been given by notice to the local press, radio, and television that is reasonably calculated to inform the city's inhabitants of the meeting.[6]

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

2.4 **Emergency Meetings.** Emergency M~~m~~eetings may be called by the Mayor or P~~p~~residing O~~o~~fficer in case of an emergency. Meeting site notice requirements do not apply.

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[4] ACC 2.06.010(B), 2.06.020
[5] RCW 42.30.020(2)
[6] ACC 2.06.040; RCW 35A.12.110

In the event of an emergency, Council may vote on emergency expenditures pursuant to RCW 35A.34.140 and 35A.34.150.

2.5 **Closed or Executive Sessions.** A Council meeting that is closed to the public. Council, the Mayor, City Attorney, and authorized staff members and/or consultants may attend.

Closed and Executive Ssessions may be held during Regular Mmeetings, Study Session Mmeetings, and Special Mmeetings of the City Council, and will be announced by the ~~p~~Presiding ~~o~~Officer. Closed and Executive Ssession subjects are limited to considering those matters permitted by State law.[7]

2.6 **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 in the absence of both, by the Ppresiding Oofficer or by a majority vote of the City Council, and proper notice given by the City Clerk.

2.7 **Quorum.** Four (4) or more Councilmembers will constitute a quorum for the transaction of business.

SECTION 3
ORDER OF BUSINESS FOR
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 5:00pm on the Wednesday ~~in full by 12:00 Noon on the Tuesday~~ preceding each Rregular Council Mmeeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or their designee, provided the approval shall be exercised in a manner consistent with ACC 2.03.100. 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. **Land Acknowledgement.** The Mayor shall make a land acknowledgement.

C. ~~-~~**Public Participation.** This is the place in the agenda where the public is informed on how to participate in the public meeting and/or instructed on the available options to view the public meeting.

[7] RCW 42.30.110(1), 42.30.140

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

E. **Roll Call**. The City Clerk will call the roll.

F. **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.

G. **Appointments**. Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in Eexecutive Ssession, where appropriate.

H. **Agenda Modifications**. Changes to the Council's published agenda are announced at this time.

I. **Public Hearings and Appeals**. Individuals may comment on public hearing and appeal items by submitting written comments to the City Clerk in advance of the public hearing or by participating in the forum designated by the public hearing notice. However, if an appeal is a closed-record appeal, the matter shall be considered only 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~~ Nno 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 Ppresiding ~~o~~Officer will state the public hearing and/or appeal procedures before each hearing.

J. **Public Comment.** Members of the public may comment on any matter related to City business under the Public Comment portion of the meeting agenda. Section 10 of these Rules sets forth the procedures for receiving public comments.

K. **Correspondence**.

L. **Council Ad Hoc Committee Reports**. Council Aad Hhoc Committee Chairs, or designee, may report on the status of their Aad Hhoc Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any. ~~The Chair of an ad hoc committee must notify the Mayor, Deputy Mayor, City Clerk, and most senior member of the ad hoc committee in advance of any anticipated absence.~~

M. **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. The Chair for a Special Focus Area may speak to any of the items on the Consent Agenda that are relevant to the Special Focus Area that they are assigned.

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.

N. **Unfinished Business**. Unfinished business of a general nature that was considered by Council at a previous business meeting.

O. **New Business**. Business, other than ordinances and resolutions, that has not been previously before the City Council and items that are removed from the Consent Agenda for separate discussion and action. Councilmembers are ~~encouraged~~ required to provide the Mayor and~~or~~ Deputy Mayor information regarding the topic of any new business 48 hours prior to the Council meeting.

P. **Ordinances**.

1. All ordinances shall be in writing. Titles may be read aloud before the ordinance is voted on. Any C~~c~~ouncilmember may request a full reading of the text of a proposed ordinance before the vote on its adoption. The request for a full reading of an ordinance does not need to be voted on. However, the request for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived by a majority of the ~~c~~Councilmembers in attendance at the C~~c~~ouncil M~~m~~eeting.

2. Before any ordinance is considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda. Council may waive this rule.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a brief description of the issues involved with the ordinance, without simply repeating the

ordinance title, 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 before the vote on an ordinance. Councilmembers may approve, reject, or amend the ordinance, or postpone the action and direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a vote of at least a majority of the whole membership of the Council. In the event of a public emergency, an ordinance may be made effective on adoption, instead of after five days after publication, with a majority vote plus one of the whole Council. ~~, 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.

Q. **Resolutions**. All resolutions shall be in writing. Titles may be read aloud before the resolution is voted on. Any C~~c~~ouncilmember may request a full reading of the text of a proposed resolution prior to the vote on its passage. The request for a full reading of a resolution does not need to be voted on. However, the request for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived by a majority of the ~~c~~Councilmembers in attendance at the C~~c~~ouncil M~~m~~eeting.

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, and the C~~c~~ouncilmember 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 before 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 or 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.

R. **Mayor and Councilmember Reports**. The Mayor and Councilmembers may report on their activities related to federal, state, regional, City, and local organizations for which they are members in their official capacity as elected officials. Reports shall regard those activities and events that have occurred since the last Regular Meeting and that have an important and direct impact or benefit to the City.~~significant City-related activities~~

~~associated with their appointed positions on federal, state, regional, City, and local organizations, 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.

S. **Adjournment**.

3.2 **Recess**. The foregoing agenda may be interrupted for a stated time as called by the Ppresiding Oofficer to recess for any reason, including Cclosed or Eexecutive Ssessions.

3.3 **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**. On a motion by any member and majority vote, the City Council may suspend the rules to add an item (e.g., under New Business) or to allow an item on the agenda to be considered at a different order or placement in the agenda, or to be referred to an upcoming Study Session agenda (See Rules 2.2 and 16.1).

B. **Adjustment of Agenda by Presiding Officer**. The Ppresiding Oofficer may adjust the order of items on the agenda~~,~~ or add items to the agenda, if agreed upon by the Mayor and the Deputy Mayor, subject to being overruled by a majority vote of the Council.

SECTION 4
COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 **Council Meetings.**

A. Councilmembers shall attend all scheduled meetings, including committee meetings. ~~Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting, or if they knowingly will be late to any such meetings, or unable to stay for the entire meeting. Councilmembers shall inform the Chair of the committee and the City Clerk if they are unable to attend a meeting.~~

A Councilmember will be excused from a meeting if they have submitted a request ~~to the Mayor or City Clerk~~ in advance of the meeting. Written requests should be submitted ~~whenever possible,~~ by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

Councilmembers shall send their email communication regarding their absence or anticipated late arrival to Council meetings or committees to the CouncilAlerts@auburnwa.gov email address.
~~Additionally, Councilmembers shall notify the Deputy Mayor of anticipated absences.~~

[*See* ACC 2.06.050 and RCW 35A.12.060]

B. Councilmembers may participate remotely at Council meetings via telephone, video conference, or other approved electronic means with notification to the Mayor, Deputy Mayor, and designated City staff prior to noon on the day of the meeting. If a Councilmember appears remotely for a Council meeting, the Councilmember will use the City of Auburn approved virtual background. Technical circumstances shall be considered as to the acceptability of remote attendance. Council prefers in-person attendance when possible.

C. Remote attendance of the entire council may be permissible when and if a declaration of emergency is declared locally, regionally, state-wide, and/or nationally that would prohibit in person attendance by Ccouncilmembers. The Mayor shall direct remote attendance of the Ccouncil as necessary and when it is in the interest of the City to conduct ~~c~~Council business.

[*See* ACC 2.06.050 and RCW 35A.12.060]

4.2 **Study Sessions.**

A. Councilmembers shall attend all Study Sessions. ~~Councilmembers shall inform the Mayor or the City Clerk and the Deputy Mayor if they are unable to attend a Study Session, or if they knowingly will be late to any such meeting, or unable to stay for the entire meeting. Councilmembers shall also inform the Chair of ad hoc committees, and Special Focus Areas if they are unable to attend a such meetings.~~

A Councilmember will be excused from a meeting if they have submitted a request pursuant to section 4.1A of these rules, ~~to the Mayor or City Clerk and the Deputy Mayor~~ in advance of the meeting. Written requests should be submitted ~~whenever possible,~~ by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. 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]

B. Councilmembers may participate remotely at Study Sessions under the same protocol set forth in Section 4.1B-C.

4.3. **Ad Hoc Council Committee Meetings.** Attendance at Ad Hoc Council Committee Mmeetings and Special Mmeetings will not be considered "Rregular Mmeetings" for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, is a violation of these Rules of Procedure.

4.4 **Use of Cell Phones Prohibited.** At all meetings of the City Council, Councilmembers may not use their City cell phones. All cell phones must remain on silent for the duration of the meeting. Personal communication devices may only be used in the event of an emergency. Councilmembers shall not send, receive, read or post e-mails, texts, or social media posts during meetings of the Council.

4.5 **Deportment.** To the extent feasible, Councilmembers shall utilize language appropriate to the seriousness of the public legislative matters at hand. Councilmembers shall address their remarks to the Ppresiding oOfficer, and shall address elected officials and staff by their title or other method that uses their last name rather than first name, e.g., "Mayor [surname]," "Deputy Mayor [surname], "Council-member [surname]" "Chief [surname]," or "Director [surname]," as applicable. The purpose of this approach is to ensure that the City Clerk can create accurate meeting minutes. Councilmembers shall refrain from side conversations with other individual Councilmembers. Councilmembers shall also refrain from inappropriate or derogatory body language, comments, or any other actions that detract from the deportment of the City Council.

SECTION 5
PRESIDING OFFICER - DUTIES

5.1 **Conduct of Meetings**.

A. The Mayor will preside over all Regular Meetings, and Special Meetings, and Emergency Meetings of the Council. If the Mayor is absent, the Deputy Mayor will preside. If both the Mayor and Deputy Mayor are absent, the Chair of Municipal Service Special Focus Area or Chair of the Finance and Internal Services Special Focus Area (in that order) Senior Councilmember will preside.

B. The Deputy Mayor will preside over Council Study Sessions, other than those portions for which Special Focus Areas are scheduled, in which case the Chair of the Special Focus Area will preside. If the Deputy Mayor is absent, the Special Focus Area Chair will preside. If both the Deputy Mayor

and the Special Focus Area Chair are absent, the Special Focus Area Vice Chair~~Senior Councilmember~~ will preside.

~~C. The Chair of a Special Focus Area must notify the Mayor, Deputy Mayor, City Clerk, and Vice Chair of the Special Focus Area in advance of any anticipated absence.~~

The Mayor is encouraged to attend Study Sessions.

5.2 **The Presiding Officer**:

A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person in the audience from any meeting who interrupts the meeting after having been warned to cease the interruptive behavior.

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. May affix approximate time limits for each agenda item.

SECTION 6
COUNCILMEMBERS

6.1 **Remarks**. Councilmembers who wish to speak shall address the Pp~~p~~residing Oo~~f~~fficer~~,~~ and, when recognized, shall limit their comments to questions under consideration.

6.2 **Questioning**. Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.

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, the Mayor, and City staff in ways that promote effective local government.

6.4 **Council Training**. ~~–~~Councilmembers shall 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. This includes initial orientation after taking office, and other required or recommended training.

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, and to attend community, regional, and state events. Councilmembers who have confirmed their intent to attend are expected to arrange their appearance in order to avoid unnecessary expenditure of City funds.

6.6 **Conduct.** Councilmembers shall be subject to the policies in Exhibit A of these Rules. Unless otherwise stated in these Rules, the terms, provisions, and conditions set forth in the Polices are hereby incorporated into these Rules. Any violation of these policies, as determined by the City Council, shall be subject to section 20.1 of these Rules.

SECTION 7
DEBATES

7.1 **Speaking to the Motion**. No member of the Council, or the Ppresiding Ooofficer, shall speak more than twice on the same motion except by consent of the Ppresiding Ooofficer or a majority of the Councilmembers present at the time the motion is before the Council. The Presiding Officer shall recognize Councilmembers in the order in which they request the floor. The Councilmember who made a motion shall be permitted to speak to it first. The Ppresiding Ooofficer may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.

7.2 **Interruption**. No member of the Council, or the Ppresiding Ooofficer, shall interrupt or argue with any other member while such member has the floor, other than the Ppresiding Ooofficer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.

7.3 **Courtesy**. Members of the Council and the Ppresiding Ooofficer, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Ppresiding Ooofficer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or ~~indulge in~~make derogatory remarks or insinuations ~~in~~ with 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 **Challenge to Ruling**. Any member of the Council shall have the right to challenge any action or ruling of the Ppresiding Ooofficer, in which case the decision of the majority of the members of the Council present shall govern.

SECTION 8
PARLIAMENTARY PROCEDURES AND MOTIONS

8.1 Unless specifically provided in these rules, 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 (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.

8.3 A motion that receives a tie vote fails. ~~Except where prohibited by law,~~ Tthe Mayor, as Ppresiding Oofficial, shall be allowed to vote to break a tie vote, except where prohibited by law.

8.4 Motions shall be stated in the affirmative. For example, "I move to approve" as opposed to "I move to reject." 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. A motion and second is not an indication by a Councilmember that they support the action. The motion and second enables discussion and debate in advance of a formal vote.

8.6 If any Councilmember wishes to abstain from a vote on a motion that Councilmember shall so advise the City Council, shall remove and absent themselves from the deliberations and considerations of the motion, and shall have no further participation in the matter. The Councilmember should make this determination before any discussion or participation on the subject matter or as soon thereafter as the Councilmember identifies a need to abstain. —A Councilmember may confer with the City Attorney to determine whether the Councilmember is required to abstain.

8.7 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain.– A motion to table to a time certain will be considered a motion to postpone as identified in Section 8.8. To remove an item from the table requires a two-thirds' majority vote.

8.8 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 att~~o~~ a time certain at a future Regular or Special City Council meeting. –To remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.

8.9 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.

8.10 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.

8.11 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.

8.12 Motions that cannot be amended include~~:~~ ~~M~~motions to adjourn, lay on the table (table), roll call vote, point of order, reconsideration, and take from the table.

8.13 A point of order can be raised by any member of the governing body. A member of the governing body can appeal the ~~c~~Chair's ruling. An appeal must be immediate and must be seconded.~~-~~ The ~~c~~Chair will then explain the ruling. The members of the governing body can debate the matter, each member may speak once. The members of the governing body will then make a decision on the appeal by a majority vote.

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 When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side 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. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.

8.18 The City Attorney shall act as the Council's parliamentarian and shall advise the Presiding Officer on all questions of interpretations of these rules which may arise at a Council meeting.

8.19 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

SECTION 9
VOTING

9.1 **Voice vote**. A generalized verbal indication by the Council as a whole of "aye or yes" or "nay or no" 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 "no" vote except where a Councilmember abstains because of a stated conflict of interest or appearance of fairness issue.

If there is uncertainty as to the outcome of a voice vote, the Ppresiding Oofficer or any Ccouncilmember may ask for a raise of hands for the ayes or nays.

9.2 **Roll Call Vote**. A roll call vote may be requested by the Ppresiding Oofficer or by any Councilmember. The City Clerk shall conduct the roll call vote.

9.3 **Abstentions**.– It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only 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 Ppresiding Oofficial, shall be allowed to vote to break a tie vote.

SECTION 10
COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

10.1 Persons or groups specifically scheduled on a Council Mmeeting Aagenda may address the Council in accordance with the speaking times included on the agenda.

10.2 Persons or groups that are not specifically scheduled on the agenda may address the council by filling out a speaker sign-in sheet (available at the City Clerk's desk or at a designated location within the cCouncil cChambers), and (when recognized by the councilPresiding Officer) stepping up to the podium and giving their name and address city of residence for the record.

Unscheduled public comments to the Council are subject to the following rules:

1. Remarks will be limited to 3 minutes. -The City Clerk shall use a suitable device to electronically measure speaker time. –The Ppresiding Oofficer may make discretionary exceptions to speaker time restrictions;

2. Speakers may not "donate" their speaking time to any other speaker;

3. Remarks will be addressed to the Council as a whole.

10.3 Meeting interruptions. Any speaker or person who interrupts the orderly conduct of a meeting may be barred from further participation in the meeting by the

Ppresiding oOfficer, unless permission to continue is granted by a majority of Councilmembers present. Examples of interruptions under this rule include:

1. failing to comply with an allotted speaking time;

2. committing acts of violence or property destruction;

3. directly or indirectly threatening physical violence against anyone attending the meeting;

4. interfering with the meeting or with other speakers through vocal interruptions or disruptive action.

If a meeting interruption occurs, the Presiding Officer shall address the person(s) causing the interruption by citing the interrupting conduct, ordering it to stop, and warning that continuation may result in removal from the meeting.

The Presiding Officer may remove the interrupting person(s) if the conduct persists after the warning. If removal of the person(s) does not restore the meeting to order, the Presiding Officer may clear the room of spectators and continue the meeting, or adjourn the meeting and reconvene it at a different location selected by Council majority.[8]

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 that 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 ten (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.

[8] RCW 42.30.050

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 Ppresiding oOfficer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Ppresiding Ooefficer.

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 Ppresiding Ooefficer 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 a one-year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

A. Any member of the City Council ~~who will have served on the Council for one year at the beginning for that Councilmember's terms as Deputy Mayor,~~ may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.

1. 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.

2. In connection with the selection of Deputy Mayor, ~~it is strongly suggested that C~~councilmembers are expected to approach the election in an open, transparent, and respectful manner, avoiding anything that jeopardizes harmony among ~~c~~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 themself~~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 will be held.

E. The Deputy Mayor shall serve at the pleasure of the Council.

F. In the event of a prolonged ~~the~~ absence or unavailability of the Deputy Mayor, the Council shall vote on which Councilmember shall serve as the Interim Deputy Mayor. The Interim Deputy Mayor shall be the Councilmember who receives a majority vote. That Councilmember ~~the senior member of the City Council, other than the Deputy Mayor,~~ shall then serve as ~~i~~interim Deputy Mayor until the return of the regular Deputy Mayor, or until the subsequent Deputy Mayor is designated by majority vote. The Interim Deputy Mayor shall have all the rights, duties, and authority of the Deputy Mayor under these rules

G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall elect the next Deputy Mayor in accordance with Section 12 to serve 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 C~~c~~ouncilmember selected as Deputy Mayor (or Interim 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 (or Interim Deputy Mayor) from this position, in which case, the Council shall elect the next Deputy Mayor (or Interim Deputy Mayor) in accordance with Section 12 to serve the remainder of the term.

[*See* RCW 35A.12.065.]

12.2 The Deputy Mayor or Interim 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 in accordance with Rule 5.1.B;

~~2. Serve as an ex-officio member of all ad hoc committees of the City Council. If the Deputy Mayor's attendance at an ad hoc committee meeting brings the number of councilmembers attending to four, the meeting shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted;~~

~~3.~~2. Assist in new councilmember training including conducting a review of the rules of procedure with one to two individual C~~c~~ouncilmembers, and a staff liaison, if requested, provided the Mayor is notified of the request;

~~4.~~3. Support cooperative and interactive relationships among ~~c~~Council members;

~~5.~~4. Work with Mayor and Administration to prepare agendas for Council Study Sessions, in accordance with Rules 2.2 and 16.1.B;

5. Preside over the Study Sessions of the City Council, designate Special Focus Area C~~c~~hairs and Vice-Chairs, designate Special Focus Area assignments, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside in order to reinforce appropriate Special Focus Area topics and to ensure the Councilmember understands how to preside over their portion of the meeting.

6. With support from the City Attorney and/or City Clerk, ensure that Councilmembers are aware of the requirements and limitations related to the Open Public Meetings Act (OPMA) and reinforce adherence to the OPMA and quorum triggers when Councilmembers are operating and communicating in their Ad-Hoc Committee and Special Focus Areas roles. The Deputy Mayor has a responsibility to report violations of the OPMA when they are made aware of a violation.

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 a prolonged absence or incapacitation that exceeds two weeks (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 that exceeds two weeks 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 Department Ddirector 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~~ C~~c~~hairpersons and with assistance from Administration, create and establish agendas for all S~~s~~tudy S~~s~~essions;

2. 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;

3. Facilitate any issue related to the conduct and/or actions of C~~c~~ouncilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1);

4. Conduct voluntary regular and periodic meetings with individual C~~c~~ouncilmembers and a staff liaison, if a staff liaison is requested by the Deputy Mayor or the individual Councilmember and provided the Mayor is notified of the request, to address C~~c~~ouncilmember issues, concerns, legislative processes, C~~c~~ouncilmember proposals, C~~c~~ouncilmember training, and other similar related items;

5. Conduct group meetings with C~~c~~ouncilmembers, including two on one meetings with C~~c~~ouncilmembers on a rotating basis provided that such meetings shall not have more than two C~~c~~ouncilmembers 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.

SECTION 13
COUNCIL POSITION VACANCY OR ABSENCE

13.1 If 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 remaining members of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next R~~r~~egular M~~m~~eeting, or at a S~~s~~pecial M~~m~~eeting called for that purpose. If the

Council does not appoint a person within the ninety (90) day period, the County may appoint a qualified person to fill the vacancy as provided by RCW 42.12.070.

13.2 If there is an 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.

SECTION 14
COUNCIL MEETING STAFFING

14.1 Department Directors or designees shall attend all meetings of the Council unless excused by the Mayor.

14.2 The City Attorney, or designee, shall attend all meetings of the Council unless excused by the Mayor, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

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 under the direction of the Mayor.

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 Ceouncilmember requests for information, agenda bills and staff analysis, 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 related materials, 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 **Study Sessions and Special Focus Areas.** In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month. Different than the format for Regular Council Meetings (identified in Section 3 hereof), ~~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 (1) a General Business Focus and (2) a Special Focus Area in each meeting. 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) Community Wellness; and (4) Finance~~, Technology & Economic Development~~& Internal Services. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Community Wellness
    - Health, Equity, ~~and~~ & Wellness
    - Neighborhood Services
    - Homelessness Prevention
    - Social Services
    - Diversity, Equity, & Inclusion
    - Cultural Arts & Community Events
    - Housing Policy
2. Finance ~~and~~ & Internal Services
    - Facilities
    - Technology
    - Property management
    - Risk management & Insurance
    - Fiscal Sustainability
3. Public Works & Community Development
    - Utilities
    - Transportation
    - Environmental Policy
    - Land Use & Development
    - Right of Way Management
    - Airport
    - Park Development
    - Economic Development
4. Municipal Services
    - Public Safety
    - Courts
    - Recreation, Museum ~~and~~ & Senior Services
    - Animal Control
    - Emergency Planning
    - Cemetery
    - Communications

~~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~~ second and ~~4th~~ fourth Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Community Wellness, then Finance & ~~Economic Development~~Internal Services, then Public Works & Community Development, then Municipal Services, and so on.

2. On ~~5th~~ fifth Mondays of the m~~M~~onth, 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.~~; provided that to the extent feasible s~~Such matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council~~–~~members in advance of the Study Session.

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, the Vice-Chair, and the designated D~~d~~epartments D~~d~~irector(s) for the Special Focus Area.~~, with t~~The matters ~~to~~ will be scheduled to ~~the extent feasible to~~ allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council~~–~~members in advance of the Study Session. The D~~d~~epartment D~~d~~irector(s) shall review agenda topics and suggestions by other Councilmembers of such topics. The Deputy Mayor may review agenda items and topics with each Special Focus Area C~~c~~hairperson individually when convenient.

C. Meeting Times

Study Sessions shall be scheduled as set forth in Section 2.2, above.

1. Three to four hours maximum timeframe (goal).

2. Agenda items should relate to future policy-making, strategic planning, or key state or federal issues affecting current or future city operations.

3. 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 M~~m~~eeting.

D. Study Session Meeting Format.[9]

1. Call to Order.

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

2. Roll Call.

3. Announcements, Reports, and Presentations.

4. Agenda Items for Council Discussion.

5. Ordinances.

6. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Sstudy Ssession–). The Vice Chair shall preside over this portion of the Sstudy Ssession in the Chair's absence.

7. Adjournment.

E. Council discussion at Study Sessions of each agenda item shall be managed by the Presiding Officer through recognition of each Councilmember in turn. After presentation of an agenda item, the Presiding Officer will ask each Councilmember whether the member would like to make a statement or ask a question regarding the agenda item. The Presiding Officer will start with the Councilmember at the Presiding Officer's right and address each Councilmember in order of seating, as determined by the Presiding Officer. After all Councilmembers have been addressed, the Presiding Officer will again ask for a statement by each Councilmember in the same order. Invitation by the Presiding Officer to each Councilmember to make a statement or ask a question shall be repeated two additional times. There shall be a limit of one question per Councilmember for each round (for three total rounds). Further questions by any Councilmember should be sent via email to the appropriate Department Director after the meeting, provided the Mayor is included in that email. Questions posed at Study Session or via follow up email shall be limited to the matter presented at Study Session.

16.2 **Ad Hoc Committees.** The Mayor, the Deputy Mayor, or a majority of the City Council may establish Aad Hhoc Ccommittees as may be appropriate to consider special matters that require special approach or emphasis.

A. Ad Hhoc Ccommittees may be established and matters referred to them at Sstudy Ssessions, without the requirement that such establishment or referral take place at a regular City Council Mmeeting.

B. The Mayor and the Deputy Mayor shall each appoint a Councilmember to each Council Ad Hoc Committee. The Deputy Mayor may appoint themselves. The third Councilmember to be appointed to the Ad Hoc Committee shall be selected by majority vote of the Council.~~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.~~

C. Ad Hoc Committees shall consider all matters referred to them and take action by majority consensus only when all Ad Hoc Councilmembers are present. The Chair of such Ad Hoc Committee shall report to the Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation. ~~The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees.~~

D. Unless otherwise expressly provided for when forming an Ad Hoc Committee, it is the intention of the Council that Ad Hoc Committees function informally and not in any way that takes action in lieu of or on behalf of the full Council. The purpose and function of such Ad Hoc Committees shall be to review matters in advance of their consideration by the full Council, and perhaps record and make recommendations to the full Council. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad Hoc Committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee. ~~Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed. All councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad hoc committee appointment by the Mayor or Deputy Mayor shall be at their discretion.~~

E. Councilmembers on Ad Hoc Committees may request a staff liaison, and City Attorney or City Attorney's designee, be present to assist the Councilmembers with institutional knowledge on the subject matter to be discussed, provided the Mayor is notified of the request.

~~a. 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.~~

16.3 **Intergovernmental Councils, Boards and Committees.** The Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees.

A. Councilmember appointments to intergovernmental councils, boards and committees, including Ad Hoc Committees, shall be periodically reviewed. All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with

consideration of a Councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad Hoc Committee appointment by the Mayor or Deputy Mayor shall be at their discretion.

B. Councilmembers will prioritize appointments to Intragovernmental Councils, Boards, and Committees by seeking and filling positions that provide value to the City and its constituents. Providing value occurs in the following order of priority: (1) bringing money to the City, (2) bringing projects and/or investments into the City, (3) influencing policy or investment outcomes in the City, and (4) protecting City interests. These community-wide benefits are a priority over the personal interests of an individual Councilmember.

C. Advisory Boards, Committees, and Commissions established by ordinance, consisting of residents 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 Council.

~~b. 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.~~

~~c. Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.~~

~~d. Unless otherwise expressly provided for when forming an ad hoc committee, it is the intention of the City Council that 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. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad hoc committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.~~

~~e. 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
AND 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 Council, if known, on that 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 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, successive communications on Council topics that involve a quorum of the Councilmembers shall not occur. ~~*e.g.*, successive communications on City Council topics that involve a quorum of the Councilmembers.~~ Councilmembers ~~should~~ shall 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 C~~c~~ouncilmembers about matters that are on upcoming agendas, the C~~c~~ouncilmembers should forward that information to the Mayor for distribution in the C~~c~~ouncil 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.

E. The Deputy Mayor from time to time may need to communicate with all Ccouncilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to Ccouncil as a whole through the Council Assistant. Any responses from Ccouncil shall also be directed to the Council Assistant who shall then provide all Ccouncilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.

F. ~~City~~ Council email correspondence and all electronic communications shall utilize the designated city email account or city device with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

17.5 Councilmembers shall not communicate with staff regarding their own personal business during times set out to discuss City of Auburn business. Councilmembers shall not discuss personal business with staff immediately before or after Council meetings in Council Chambers.

~~17.5 Internet & Electronic Resources/Equipment and Facility 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."~~

~~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, are public records.~~

~~B. Communications. Each Councilmember is responsible for checking their communication device multiple times on a daily basis and respond to requests by City staff as soon as possible.~~

~~C. Electronic Communications.~~

1. For emergency notifications of absences, and not planned absences, Councilmembers shall send an email to CouncilAlerts@auburnwa,gov to ensure the auto-distribution of communications to necessary people.

2. Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those 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. Even if a Councilmember uses their personal electronic devices all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.

D. Use of City Equipment and Facilities.

1. City Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the City Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) and I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the

~~Councilmember's office); (3) , an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.~~

~~In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as councilmembers.~~

17.6 Council Relations with City Boards and Commissions.

A. **Council Liaisons**. In addition to 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 Councilmember-~~Council~~ Liaison position does not give all C~~c~~ouncilmembers 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 C~~c~~hair 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 **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 elected Cc~~c~~ity ~~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.

18.2 **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 to each Councilmember for City-related travel costs, including transportation, lodging, meals, and registration costs.

18.3 **Adjustment of Council Travel Allocations**. If a Cc~~c~~ouncilmember needs more than the amount of travel related funds allocated for their use, the Cc~~c~~ouncilmember shall (1) see if there are unused funds available from any other Cc~~c~~ouncilmember(s) who are willing to transfer funds from their account to the Cc~~c~~ouncilmember needing additional travel funds. If so, with the consent of the Deputy Mayor and the other transferring Cc~~c~~ouncilmember(s), funds will be transferred to the requesting Cc~~c~~ouncilmember's allotment; or (2) shall request a net adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole ~~City~~ Council.

18.4 **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, and a written report regarding the authorized travel the Councilmember attended. All documentation shall also be sent via email to the CouncilAlerts@auburnwa.gov email address. Quarterly reports of the travel costs incurred by each ~~c~~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
Amended by Resolution No. 5308, August 7, 2017
Amended by Resolution No. 5367, May 7, 2018
Amended by Resolution No. 5399, December 17, 2019
Amended by Resolution No. 5469, November 4, 2019
Amended by Resolution No. 5543, September 8, 2020
Amended by Resolution No. 5676, September 19, 2022
Amended by Resolution No. 5721, June 5, 2023
Amended by Resolution No 5735, September 5, 2023

EXHIBIT A

CITY COUNCIL CONDUCT POLICIES

1. CONDUCT

City Policy Reference 200-81

PURPOSE
To emphasize the high standards of professionalism, public service, and integrity expected.

POLICY
It shall be the duty of all City personnel to maintain high standards of cooperation, efficiency and integrity in their work with the City. It is the responsibility of each individual to conduct themselves with professionalism and commitment towards customer service not only with the citizens and public of the City of Auburn but also when working within other elected officials or working with other departments within the City structure.

2. FAIR PRACTICES

City Policy Reference 200-2

PURPOSE
To establish guidelines for the promotion of fair practice and nondiscrimination in activities relating to employment and treatment of all citizens in order to foster trust and cooperation between City personnel and the diverse and pluralistic society that makes up the City of Auburn.

The City is committed to recognizing that all people are vital to the City's shared prosperity and that all people must be respected and valued. City personnel can, and should, lead the way forward in making inclusiveness and diversity priorities, and pledges active efforts to seek to achieve that goal.

POLICY
The Policy of the City of Auburn is to promote and afford equal treatment and services to all citizens and to assure equal employment opportunity to all persons regardless of race, creed, color ethnicity, nation origin, sex, age, marital status, veteran's status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification: provided that the prohibition against discrimination shall not apply if it prevents the proper performance of the particular worker involved.

The City of Auburn will cooperate with all organizations and commissions organized to promote fair practices and equal opportunity in employment.

DEFINITIONS:

For the purpose of this policy, sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, " gender expression or identity" means having or being perceived as having a gender identity, self image, appearance, behavior, or

expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

3. NONDISCRIMINATION

City Policy Reference 200-03

PURPOSE
To establish policy for a nondiscriminatory working environment within the City Auburn.

POLICY
The policy of the City of Auburn is to promote and afford equal treatment and services to all citizens and to assure equal employment opportunity to all qualified persons regardless of race, creed, 'color, ethnicity, national origin, sex, age, marital status, sexual orientation, veteran's status, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification.

It is the policy of the City of Auburn to foster and maintain a harmonious and nondiscriminatory working environment for all. Toward this end, the City will not tolerate racial, ethnic, religious, disability or sexual oriented behaviors or comments by any citizen, employee, or elected official to or about any citizen, employee, or elected official.

DEFINITONS
For the purpose of this policy, sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, "gender expression or identify" means having or being perceived as having a gender identity, self image, appearance, behavior, or expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

4. WORKPLACE HARASSMENT

City Policy Reference 200-4

PURPOSE
To establish the policy and procedures defining the City's position on workplace harassment, including sexual harassment, and to provide guidance to any City personnel who believes he/she has experienced harassment by a supervisor, co-worker, other City personnel, or outside individual.

POLICY
It is the policy of the City of Auburn to provide a work environment for everyone that is harmonious and free from intimidation and harassment. The City is committed to ensuring that

the practices and conduct of all City personnel comply with the requirements of federal and state laws against employment discrimination. To that end, the City expects all City personnel to work in a manner that respects the feelings and dignity of others.

It is the policy of the City that everyone have the right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, ethnic background, age, marital status, sexual orientation, military or veteran's status, presence of a disability or the presence of any other protected status or characteristic, or any other basis prohibited by local, state, or federal laws unless based on a bona fide occupational qualification. Workplace harassment, including sexual harassment, negatively affects morale, motivation, and job performance. The City will not tolerate any form of workplace harassment, including sexual harassment, toward City personnel by other City personnel or other individuals.

Those who in good faith report an incident of workplace harassment, including sexual harassment, shall not be subjected to any form of retaliation.

DEFINITIONS

1. Workplace harassment includes, but is not limited to, unsolicited remarks, gestures, or physical contact; display or circulation of written materials or pictures derogatory to a specific gender, racial, ethnic, religious groups, persons with physical, mental, or sensory disabilities, or any other basis prohibited by local, state, or federal laws; or basing employment decisions on an employee's response to sexually-orientated requests.

2. Sexual harassment means unwelcome behavior of a sexual nature that affects terms and conditions of the work environment. These include, but are not limited to, sexual advances and/or other verbal or physical conduct made when: (a) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (b) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (c) such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to:

1. Unwelcome or unwanted flirtations, propositions, advances, patting, pinching, brushing up against, hugging, cornering, blocking, kissing, fondling, putting ones arms around another, or any other similar physical contact considered unacceptable by another individual.

2. Verbal comments, suggestions, jokes, innuendos, or derogatory remarks based on sex;

3. Visual harassment, leering, whistling, gesturing, posting sexually suggestive or derogatory pictures, cartoons, drawings.

4. Pressure for sexual favors, subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by implied or stated promises of preferential treatment or negative consequences concerning an individual's employment (such as an employee's performance evaluation, work assignment, advancement, or training opportunities).

3. Other harassment (nonsexual) is defined as verbal or physical conduct that denigrates, shows hostility, or aversion toward an individual because of such individual's protected status or characteristics such as his/her race, color, religions, gender, national origin, age marital status, veteran's status, sexual orientation, or disability that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects the individual's employment opportunities.

4. Sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, "gender expression or identify" means having or being perceived as having a gender identity, self image, appearance, behavior, or expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

5. WORKPLACE VIOLENCE

City Police Reference 200-13

PURPOSE
To establish policy defining the City's position on not tolerating violence in the workplace, and provide guidance in the event a violent or threatening act or situation occurs.

POLICY
No person shall display violent or threatening behavior to others, including employees, the public, vendors, or contractors in the performance of his/her job and/or while on City property. Given the City's commitment to ensuring a healthy, safe and non-violent work environment, prohibitive behavior includes, but is not limited to:

1. Any verbal threat of harm towards persons or property.
2. Any threatening or actual physical act such as threatening gestures, hitting, pushing, kicking, holding, impeding or. blocking the movement of another person.
3. The use, threatening use or possession of firearms, other weapons or explosives, openly or concealed, licensed or otherwise, while performing City business and/or while on City premises including parking lots. Exception: Commissioned law enforcement officers or other official purposes sanctioned by the City.

DEFINITIONS
Weapon: Any object, instrument or chemical used to inflict harm or injury to another person or any item used in a manner threatening harm or injury to another person.

Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy.

6. TOBACCO-FREE WORK ENVIRONMENT

City Policy Reference 200-08
RCW 70.160
WAC 296-62-12005

PURPOSE
The purpose of this policy is to set out a plan and timelines for the City and City personnel to maintain a tobacco -free work environment.

POLICY
1. The City is committed to achieving a tobacco-free work environment, providing as much support as possible to assist tobacco users in this transition, and to fulfill its obligations under the law.

2. Smoking, the use of vapor and/or e -cigarettes, and all other tobacco products are prohibited in City buildings, facilities, entryways, near air intakes, or other openings that allow airflow directly into an office, building, or City vehicle.

3. City personnel may use tobacco products, vapors, and/or e -cigarettes during breaks and meal periods in outdoor areas surrounding City vehicles and facilities absent any other ordinance, rules, and/or regulations prohibiting tobacco usage.

4. Smoking cessation programs are offered by the City to assist current tobacco users who wish to stop using tobacco products.

7. ALCOHOL AND DRUG FREE WORK ENVIRONMENT

City Policy Reference 200-09
Drug -Free Workplace Act of 1988, Federal Register, Vol. 54 No 19.

PURPOSE
The City of Auburn has a significant interest in ensuring the health and safety of its City personnel and citizens. Therefore, the City will maintain a policy of an alcohol and drug free workplace.
This policy outlines those steps the City is taking to ensure that City personnel are free of the influence of controlled substances and/or alcohol while in the performance of their duties or acting on the City's behalf.

POLICY

1. Prohibited Conduct.

a. The City of Auburn strictly prohibits the manufacture, possession, distribution, dispensing or use of alcohol or controlled substances in the workplace, while on duty, or while representing the City of Auburn.

b. Reporting for work, remaining on duty, or acting on behalf or the City of Auburn while under the influence of alcohol or a controlled substance is strictly prohibited.

c. No personnel shall perform safety sensitive functions on behalf of the City within four (4) hours after using alcohol.

8. INTERNET & ELECTRONIC RESOURCES-EQUIPMENT USE-ELECTED OFFICIALS

City Policy Reference 500-3

PURPOSE
To establish a policy and identify the principles of acceptable use of the internet and other electronic communications resources/equipment provided for use during his/her term of office for elected officials.

POLICY
It is the policy of the 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."

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, are public records.

When individual Councilmembers have completed their term of office, they will return all City electronic equipment to the Director of Information Technologies.

COMMUNICATIONS

Each Councilmember is responsible for checking their communication device multiple times daily and respond to requests by City staff as soon as possible.

ELECTRONIC COMMUNICATIONS

1. For emergency notifications of absences, and not planned absences, Councilmembers shall send an email to CouncilAlerts@auburnwa.gov to ensure the auto-distribution of communications to necessary people.
2. Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those records are subject to public inspection and copying.
3. Electronic communications that are intended to be shared among a quorum of the 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.

2. 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.
3. 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.
4. Even if a Councilmember uses their personal electronic devices, all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.

USE OF CITY EQUIPMENT AND FACILITIES

1. Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) and I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the Councilmember's office); (3) an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.
2. In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as Councilmembers.

PROHIBITED USES: The creation, transmission, downloading or storage of any document, data or message which reasonably can be construed as relating to or promoting the following, are prohibited:

1. Discrimination or harassment on the basis of age, race, color, gender, creed, marital status, national origin, disability or sexual orientation;
2. Any language and subject matter that is objectionable, offensive, obscene, threatening or otherwise inappropriate as described in the City's Workplace Harassment Policy;
3. Any communication to solicit for or promote commercial or non-profit ventures, religious or political causes, outside organizations, rumor or slander or other non-job related solicitations;

4. Any information that violates copyright laws;
5. Copying any City licensed computer software for personal use is prohibited;
6. See also specific prohibitions related to individual types of system use, below.

INTERNET: Browsing, List-Servs, Newsgroups, etc.

1. It is the policy of the City to maximize the cost-effective use of its computer systems as a means to improve efficiency and productivity. All Councilmembers are responsible for using the Internet resources in an effective, ethical, and lawful manner, and in accordance with this policy.
2. Access to the City e-mail (Outlook web access) from any remote computer that has internet access may be granted to City officials, as approved by the Mayor. Those approved to have this access must maintain virus protection software on their connections. Failure to maintain virus protection may result in the access being revoked.
3. Limited personal use may only consist of browser capability and may not include ListServs, Newsgroups, Chat Rooms or other capabilities.
4. Using City equipment or City internet connection to violate the integrity of another system (hacking) is prohibited.

SYSTEM SECURITY

1. Acquisition of computer equipment. All acquisitions of information systems components will be coordinated through the Information Technologies Department. This includes demonstration hardware and software used for evaluation purposes as well as products acquired for ongoing use.
2. Conscientious care. All Councilmembers are responsible for care of the personal computer system components that they are assigned or using. Councilmembers are responsible for promptly reporting any equipment, software and data damage and/or destruction of which they become aware. Any damage caused by personal use, including repair costs, will be the responsibility of the Councilmember.
3. Downloading/installing software (including upgrades and screensavers). The City computer system is designed to work in a network environment. Installation of unauthorized software can result in damaging the integrity of the system. Councilmembers should not download or install software on any City-owned computer. If additional software is required, a request should be addressed to the Information Services Service Desk.
4. Downloading files from the Internet. Councilmembers are individually and directly responsible for checking files for viruses using the latest version of the recommended virus-checking program. Downloading or uploading files is restricted to City business.
5. Unauthorized access. Councilmembers are prohibited from using "loopholes" or knowledge or a special password to damage computer systems, obtain extra resources, or to gain access to systems for which proper authorization has been given. Councilmembers are responsible for keeping their password confidential and not sharing it with other users.

6. Use of aliases. Use of aliases while using the Internet or internal e-mail is prohibited. Anonymous messages and anonymous newsgroup postings are prohibited.
7. Unlicensed or copied software is prohibited on any City computer. No Councilmember may use unlicensed or copied software on any City computer. The City shall seek reimbursement from any Councilmember who installs, downloads, uses or authorizes the use of any unlicensed or copied software on any City computer, or any fines, costs or other expenses incurred by the City resulting from such use.

MONITORING, ENFORCEMENT AND PENALTIES

1. All hardware, software, programs, applications, templates, data and data files residing on City information systems or storage media, whether City business or personal, are the property of the City of Auburn. The City retains the right to access, copy and change, alter, modify, destroy, delete or erase this property without prior notice to Councilmembers.
2. The City retains the right to monitor and audit the use of e-mail and Internet use. The right to use these technologies does not include the right to privacy.
3. Deleted documents, messages and data may be retrieved from a variety of points in the network. Councilmembers should assume that electronic evidence discovery might recover deleted or unsaved data.
4. Councilmembers' use of a personal Internet account on City equipment is to be arranged through the Information Technologies service desk and is subject to the provisions of this policy. Said Councilmembers should be aware that their personal e-mail and electronic files could be monitored by the City and could be reviewed as part of a Public Records request.

9. E-MAIL ETIQUETTE

City Policy Reference 200-16

City of Auburn's E-Mail Policy

Computer systems, network utilities and electronic mail are powerful business tools. These systems are designed to foster open and efficient communications. The Electronic Messaging System, like paper files and notebooks, is an asset provided to City personnel to assist them in performing their work efficiently and for limited personal use. These tools, and the work product they contain, are the property of the City. Please use your good judgment as you use the electronic mail system. While it is the general intention of the City to keep electronic mail private, it is possible that other people may view other's electronic mail messages, the recipient may route the message to others, or the City may be required to provide public disclosure of e-mail messages. You should assume that any message may be viewed by persons other than the recipient and format your messages accordingly. All messages should be composed with the expectation that they will be made public.

Getting The Message Across

Electronic mail, or e-mail, is unique. Once sent, it will wait for the recipient for hours or days. It is more tangible than voice mail and faster than paper mail. By saving copies of messages and responses, a record of communications can be built and saved. It also is useful for sharing documents in electronic form. The unique qualities of electronic mail make it an extremely useful tool in the business place. For those who spend much of their time at a desktop computer or a terminal on a network, e-mail can provide an immediate messaging service and mailbox.

Privacy vs. Public Disclosure Issues

All e-mail messages are considered to be public records and the public has the right to examine public records. Therefore, if you are concerned about public disclosure or internal disclosure, e-mail should not be used as a communication tool. Confidential and sensitive issues should not be communicated via e-mail. A user, in forwarding a message that originates from someone else, may not make changes to that message without clearly notes that changes were made to the message and the identity of the person making the changes.

Alternatives To E-Mail

The City Intranet is a better way for making announcements such as retirement parties or broad policy statements. Telephones provide a more immediate response and can be a better way to make initial contacts with people. Memos and internal mail are best for sending specific policy statements, financial forms, and documentation. The US Postal Service, UPS, Federal Express and other such companies are the best way to send and receive external business documents. One-on-one meetings are still a good way of communicating info.

Messages

E-mail is best for short messages. A message of one to five paragraphs or one that takes only one screen is most likely to be read and used. When composing your message, take a few extra seconds to think of an accurate description of the message to put in the subject field. Titles such as "???" or "more stuff" are less useful than "Network Questions" or "New Uses for Bulletin Board System." If you are sending e-mail to someone you have not met or dealt with in a long time, it is a good idea to let them first know who you are and why you want their attention. ("Hi, I work for Purchasing and have a question about...")

Attachments

The attachment feature of e-mail programs allows you to send files, such as spreadsheets and formatted documents to other computer users. When you send attachments, be certain that the receiver can read them. Just because a document can be attached to a message does not mean that the person at the other end can read it. For instance, if you attach an

Excel spreadsheet to an e-mail note and the recipient of the note does not have Excel on their PC, then they will not be able to open the attachment.

Language And Behavior

Good E-mail is businesslike and free from obscene, pornographic, sexual, harassing, menacing defamatory, threatening or otherwise offensive language. The City does not tolerate racism, sexism, and other inappropriate behavior. It is also not tolerated in the e-mail environment.

Some people will send an angry e-mail message; one that they would never say in person. Take a minute before you respond. Be careful about which words you use and how you say them. Remember that messages can be printed or forwarded. Do not say things you may regret later.

Mail Lists

Mailing lists, called Personal Groups, are a useful tool. If you are working and exchanging mail with a group of people on a regular basis, a Personal Group allows you to send the same message to all of them by entering only one address. You may want to build a Personal Group that will target your regular or special group of mail recipients. The Help File accessible through your e-mail can help you set up Personal Groups.

"Junk" Mail

"Junk" e-mail is inevitable. Try not to generate it yourself by limiting your general broadcasts. Target your audience carefully by making use of Personal Groups. If you must send a large mailing, try not to use attachments; including attachments increases the load on the network and can be costly when you consider the amount of time it takes to open an attachment. Delete e-mail you consider "junk", before opening it.

Personal Business

Use of e-mail is primarily to be reserved for official City business. However, limited personal use is authorized. There shall be no negative impact or disruption to either the sender’s or receiver’s performance of public duties (i.e. forwarding jokes takes time away from the job and wastes computer memory).

Return Receipts

Leave “Return Receipt” turned off unless a return receipt is absolutely necessary. Return receipts also slow down the e-mail system. If everyone requested a return receipt for each message they sent, it would double the traffic load on the mail system.

Glossary of Terms

Attachment
A file that is included with a message. It is displayed in the message as an icon, representing the type of file it is.

Broadcast
Distribution of a message to a wide number of mail users.

Intranet
A computer system used as an information source and message system. It is similar to a physical bulletin board, but messages are posted electronically on a computer bulletin board system.

E-Mail
Electronic mail

"Junk" Mail
A broadcast that includes individuals who do not need or want the information contained in the message.

Personal Groups
Assignment of a single name to multiple users. When the group name is added to the recipient list for a message, each individual in that group receives the message.

Return Receipt
Displays the date and time the message you sent was opened by the recipient.

10. CELLULAR PHONE & TABLET

City Policy Reference 200-16A
RCW 46.61.672
WAC 204-10

PURPOSE
To establish a policy that provides for and regulates cellular phone and tablet use by City personnel.

POLICY

The City of Auburn recognizes that cellular phones and tablets are an important and necessary tool in the performance of certain job duties. For those who have a valid business purpose, the City of Auburn provides cell phones and tablets for City business use.

Cell phone and tablet use can create distractions for drivers. City Personnel are prohibited from texting, using e-mail, or performing any other operation with electronic equipment, while driving a vehicle on City business. If a cell phone must be used while driving, all personnel must follow Washington State Law and use the cell phone in a "hand-free mode". "Hands-free mode" means the use of a wireless communication device with a speaker phone, headset, or earpiece.

USAGE POLICY. The City of Auburn issues cellular phones to allow efficient and cost-effective execution of City business. All City use cellular phones and services will be acquired and/or approved by the Information Technology Department.

The City of Auburn audits all City-provided cellular phone services (voice minutes used, text messages sent/received, and data service use) which include a review of the monthly billing by the individual's supervisor.

Most wireless transmissions are not secure. Therefore, individuals using wireless services should use discretion in relaying confidential information. Reasonable precautions should be made to prevent equipment theft and vandalism to City-issued cellular phones.

Cellular phone use by a driver of City-owned vehicles or by a driver of a privately owned or leased/rented vehicle, when driving to or from City business, is prohibited unless "hands-free" is used.

When using a cell phone in a "hands-free mode" dialing of the phone shall only be done when the vehicle is stopped or through the use of voice activated commands. Texting while driving a vehicle is prohibited.

PERSONAL USE OF CITY-PROVIDED CELLULAR PHONES. City-provided cellular phone use is billed on a time-used basis and intended for City business only. Emergency personal use should be limited to 3 minutes or less.

11. CITY OWNED VEHICLES, EQUIPMENT

City Policy Reference 200-11

PURPOSE
To establish a policy regarding personal use of City owned vehicles, equipment and materials.

POLICY
City owned vehicles, equipment, materials, or services for personal convenience or profit is prohibited. Use is to be restricted to such services as are available to the public generally, for the authorized conduct of official business, and for such purposes and under such conditions as are directed by administrative order of the chief executive officer of the City (Mayor).

DEFINITIONS
Vehicles: Automobiles, vans, trucks, tractors and other specialty vehicles

Equipment: Telephones, computers, copy machines, fax machines, or other office equipment provided for the accomplishment of clerical tasks; tools and equipment used to repair facilities, grounds, and vehicles; and/or any other type of city owned property.

Materials: Paper, pens, other desk and office supplies; items such as fertilizer, cleaner, pesticide, etc., used in grounds and facilities maintenance; and operational supplies used to repair, clean or fuel equipment.

Services: Any service provided by the City in the performance of its municipal responsibilities.

PROCEDURE

City Mail Room: The City mail room will not accept personal packages from City personnel to be mailed or packages of a personal nature mailed to City personnel at the City address. The mail room is very busy with business related mail distribution and other responsibilities. Personal letters that are self-stamped and sealed will be accepted and mailed by the City mail room. However, the City will not be responsible if a letter is not delivered to the recipient.

12. USE OF PERSONAL VEHICLES

City Policy Reference 200-17

PURPOSE

To document the policy for the use of personal vehicles for official city business.

POLICY

The City encourages City personnel to use city-owned vehicles for official city business; however, the use of personal vehicles is allowed per the following guidelines:

1. LIABILITY INSURANCE. Those who use personal vehicles for city business must purchase and maintain auto liability insurance that meets or exceeds the state's minimum requirements for bodily injury and property damage and must keep a copy of proof of insurance in their vehicle at all times. In the event of an accident the individual's personal auto insurance provides the primary coverage, and the City's liability insurance provides coverage in excess of that policy. The City does not provide collision or comprehensive insurance coverage for personal vehicles even when used for official city business. In some cases an individual's insurance company may require a special endorsement for business use; therefore, those individuals should contact their insurance agent to determine if special coverage is required.

2. DRIVING UNDER THE INFLUENCE OF DRUGS AND ALCOHOL. Driving any vehicle on city business during or after consumption or drugs, alcohol or prescription medication that affect driving ability is strictly prohibited per the City's Alcohol and Drug Free Work Environment Polic.

3. COMPENSATION FOR BUSINESS USE OF PERSONAL VEHICLES. The City will compensate City personnel who use personal vehicles for official City business on a per mile basis at the current standard mileage rate established by the Federal Government. To receive compensation for local mileage, City personnel must submit a Travel Authorization and Explain Claim form per the City's Travel Authorization & Reimbursement for Business-Related Travel Expenses Policy.

13. WORKPLACE INSPECTIONS

City Policy Reference 200-33

PURPOSE
The City of Auburn has a responsibility to ensure a safe workplace and conduct any related investigations in a timely and thorough manner. For these, and any other reason the City determines appropriate and necessary, the City has a right to conduct random and unannounced inspections workspaces.

POLICY

The City provides equipment, furniture/lockers, vehicles, materials and other items for the use by City personnel in their conduct of official City business. The City does not assume responsibility for any theft or damage to any personal belongings occurring within the workplace.

The City of Auburn retains the right to conduct random and unannounced inspections of workspaces.

14. WORKPLACE HEALTH AND SAFETY

City Policy Reference 300-01

PURPOSE
To document the City of Auburn's policy on workplace health and safety.

POLICY
The City of Auburn takes the health and safety of its workforce seriously and will comply with all applicable federal, state and local health and safety regulations to provide a work environment free from recognized hazards likely to cause injury, illness or death.

15. ID BADGES

City Policy Reference 200-38

PURPOSE
To establish the City's policy on City personnel identification and building access badges.

POLICY

The City utilizes a keyless entry ID Badge Access system for entry to most City building. Building access assignments are made by Human Resources based on position, assigned responsibilities and individual building policies. Overside of badge access systems management is a collaborative effort involving Human Resources, Facilities and Information & Technology.

The City will issue photo identification access badges to all elected officials, full-time, part-time and non-benefitted employees. Volunteers will receive non-photo identification/building access

badges, unless they are volunteering in the Police Department or Emergency Management Division, in which case they will receive a photo identification/building access badge.

16. DRESS FOR YOUR DAY

City Policy Reference 200-39

PURPOSE

The policy articulates the City's "Dress for Your Day" philosophy and provides a flexible and reasonable dress standard for all. This policy is to support a work environment that is comfortable and inclusive for all City personnel.

Ultimately, the racially, gender, religiously, and politically inclusive business casual dress code aims to balance individual expression, professionalism, and safety requirements, fostering an environment where all feel valued, respected, and able to perform their duties effectively.

POLICY - DRESS FOR YOUR DAY

1. The City's "Dress for your Day" philosophy encourages individuality and personal discretion by allowing individuals to tailor their clothing choices to the day-to-day demands of their role and the work that they perform. Individuals should consider their day's schedule, tasks being performed, and the people with whom they'll have interaction.
2. Good judgment should always be applied when making decisions on workday attire. Dress for Your Day embodies the basic sentiment that the City trusts individuals to know how to exercise good judgment in choosing clothing for the workday. This philosophy is intended to reinforce that trust.
3. General Expectations. To provide guidance, some minimum standards are outlined below.
    a. Casual is the default dress code. Casual is defined as all shirts with collars, crewneck or v-neck shirts, blouses, and golf and polo shirts. Casual slacks and trousers, jeans without holes, etc. Dresses/skirts that are mid-thigh or longer, except for safety sensitive positions prohibited by the Department of Labor & Industries. Clean, athletic shoes, casual slip-on or tie shoes and dress sandals.
    b. Business attire may be necessary for meetings with elected officials, community members or customers, colleagues or networking opportunities. Business attire is defined as all shirts with collars, blouses, and golf and polo shirts. Slacks and trousers. Dresses/skirts that are mid-thigh or longer. Slip on or tie shoes, dress sandals and clean athletic shoes.
    c. Attire and appearance should be clean and appropriate to the workday.
    d. Hats should have the City of Auburn logo to aid in identification when serving the public.
4. Inappropriate Attire. It would be impossible to provide an exhaustive list of what is or is not acceptable when it comes to appropriate attire. That said, below are some examples of inappropriate or unprofessional attire. This list is not intended to be exhaustive.
    a. Garments that are dirty, ripped, extremely worn or threadbare.
    b. Attire printed with social movements, counter movement, or political affiliations.
    c. Sleepwear, including slippers.

d. Beachwear, including flip-flops, swimwear and shorts.
e. Shirt or blouse that ends above the waist, exposing a midriff section.
f. Exercise gear is generally not appropriate but may be worn when participating in wellness, recreation or City-based activities.
g. Applying the Dress for Your Day standard, beach wear and/or exercise gear would be reasonable attire for parks/recreation staff.
h. Heavily scented lotions, perfumes, colognes should be generally avoided, as some people have scent allergies and sensitivities. Where specific disability accommodations have been put in place, use of such products may be formally restricted.

17. PUBLIC RECORDS REQUESTS

City Policy Reference 400-03

PURPOSE
To establish the procedures the City of Auburn ("City") will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the City and establish processes for both requestors and the City staff.

POLICY
RCW 42.56.070 (1) requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency.

RCW 42.56.070(2) requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency. The City adopts by reference the list of exemptions found in Appendix C of the Public Records Act for Washington Cities, Counties, and Special Purpose Districts published by Municipal Research & Service Center, last update March 2019, as that list may be amended.

In accordance with RCW 42.56.070(4)(a), the City finds that the City is comprised of multiple departments, which maintain separate databases and document management systems. The City further concludes that because of the multiple locations, formats, and storage systems, it is unduly burdensome to main an all-inclusive index of public records. Therefore, the City does not maintain an all-inclusive index of public records.

18. ELECTRONIC SIGNATURES

City Policy Reference 400-04

PURPOSE AND ADMINISTRATION
To establish an electronic signature policy for the City.

This policy may be modified, rescinded, or replaced at any time by the City Attorney.

POLICY
The City recognizes electronic signatures as legally binding and equivalent in force and effect as an original handwritten signature and authorizes the use of an electronic signature platform to affix signatures to City records as provided in this policy. Electronic signatures may be affixed to all records not legally required to have an original handwritten signature, including but not limited to, meeting minutes, resolutions, ordinances, engineering records, and any and all leases, contracts, and agreements to which the City is a signatory.

Electronic signatures may be used on City records requiring execution by a third party. Electronic signatures cannot be applied using another employee's name. Records signed by a designee on behalf of the Mayor, City Clerk, City Attorney, City Engineer, Engineer of Record or Department Director shall use the designee's own electronic signature.

If an electronic signature is used for interstate transactions or for documents required by the U.S. Federal government, the electronic signature shall comply with the requirements of the Electronic Signatures in Global and Electronic Commerce Act. This policy in no way affects the City's ability to conduct a transaction using a physical medium and shall not be construed as a prohibition on the use of original handwritten signatures.

19. PETITIONS AND SIGNATURE DRIVES AT CITY HALL

City Policy Reference 500-1

PURPOSE
It is the purpose and intent of this policy to make available at City Hall and other public facilities of the City access to and an opportunity for exchange of information. There are occasions when public service projects and matters of community interest would warrant the use of City Hall and other City facilities. Among the methods that information may be gathered and shared are petitions and signature drives. However, state law (RCW 42.17.130) provides strict limitations on the use of public facilities for political campaigns, ballot measures and elections matters. Accordingly, the accessibility and availability of City Hall and other City facilities for petitions and signature drives related to political campaigns, ballot measures and elections matters must be curtailed in accordance with state law. Therefore, in order to provide for distinction between those petitions and signature drives that are election related and those that are community oriented but unrelated to election matters, a policy should be implemented.

POLICY
Whenever proponents of a petition or signature drive wish to solicit signatures and have petitions available for signature at City Hall and other City facilities, the Community Development Director shall screen the petitions and signature drives to assess whether they have any relationship to any political campaigns, ballot measures or election matters.

1. If the Community Development Director determines that the signature drive or petition is related to any ballot measure, election or candidacy, it shall be denied permission to utilize City Hall or other City facilities.
2. If the Community Development Director determines that the petition or signature drive is unrelated to any political campaigns, ballot measures or elections matters, the Community Development Director shall then assess whether the petition or signature

drive is community oriented or directed to issues and matters objectively beneficial to the City.

3. If the Community Development Director determines that the signature drive or petition is not community oriented or directed to issues and matters objectively beneficial to the City, it shall be denied permission to utilize City Hall or other City facilities.
4. On the other hand, if the Community Development Director determines that the signature drive or petition is community oriented or directed to issues and matters objectively beneficial to the City, it may be granted permission to utilize City Hall or other City facilities, subject to reasonable space and access considerations.
5. In considering whether the signature drive or petition is community oriented and/or directed to issues and matters objectively beneficial to the City, the Community Development Director shall consider whether it meets or promotes a legitimate municipal/governmental purpose and whether it does so in a way that is fair and responsible.

20. OBSTRUCTION OF ACCESS TO CITY FACILITIES

City Policy Reference 500-2

PURPOSE
To establish a policy that bans use of entry-plaza areas around City Hall, as well as use of other City facilities for purposes different than those for which they were intended, or which interferes with or which could interfere with the intended uses.

POLICY
People are prohibited and prevented from any use of City facilities that interferes with the purposes for which the City facilities were intended, or which interferes with or obstructs safe, clean access to City facilities. This includes, but is not limited to use of bicycles, scooters, skates, skateboards and similar vehicles in the entry-plaza areas around City Hall.

21. TRAVEL AUTHORIZATION

City Policy Reference 100-11
RCW 42.24
Auburn Municipal Code 2.54

PURPOSE
To provide Councilmembers who incur authorized travel, subsistence, registration and related expenses while on City business, reasonable and timely mechanisms for reimbursement and/or the advancement of such necessary expenditures.

It is also recognized that City payment of business-related food and beverage for non-travel purposes will be incurred by Councilmembers wherein reimbursement will be provided. This policy also served to provide guidelines by which to determine whether or not expenditure by a Councilmember may be reimbursable to that Councilmember, and by which to determine refreshments and related costs served or made available at meetings involving volunteers and other quasi-employees are legitimate City expenditures.

POLICY
The City will pay reasonable and necessary expenses incurred by Councilmembers while conducting authorized City business. When incurring such expenses, Councilmembers must be sensitive to public expectations as to the use of public moneys and the need to use good judgment. The City will not pay ineligible expenses such as alcoholic drinks, expenses incurred by a spouse or another person, and first-class travel, nor will the City pay expenses judged excessive, extravagant, unnecessary or unreasonable.

It shall be the policy of the City to allow attendance and participation of City elected and appointed officials, employees, members of boards, and commissions at meetings and conventions when such participation is determined to be in the public interest. It shall be understood that all subsistence rates, allowances and payments provided to City employees/officials through the implementation of this policy shall only be paid when such employee or official is engaged in duly authorized City business and not for any other purposes.

22. USE OF CITY CREDIT CARDS

City Policy Reference 100-12
RCW 43.09.2855
Auburn Municipal Code 3.10.020

PURPOSE
1.1 To establish a policy and procedure related to the distribution, authorization, control and use of City credit cards.

1.2 To establish credit limits and payment of bills related to City credit cards.

POLICY
The City of Auburn finds that the use of credits cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency.

Use of Credit Cards shall be limited to the following:

- Extraordinary and/or emergency type circumstances;
- Advance payment for budgeted and authorized training classes/ seminars;
- Advance payment for budgeted and authorized purchases made via the internet;
- Budgeted, approved. travel including costs associated with such travel (advance payment of airline fares, lodging, registration fees, and tuition);
- Non -travel status meals (see receipt requirement in section 5. 4);
- Travel status meals limited to the. Per Diem rate (see requirements in section 5. 4).
- See also the Travel. Authorization & Reimbursement for Business - Related Travel. Expenses policy, No. 100- 11.

All credit card receipts must be itemized or have an itemized receipt accompanying them. Meal receipts shall include a detail of food and beverages served. Meals purchased in travel status will be limited to per diem amounts. If the per diem rate is exceeded, the card user must reimburse the City.

Personal charges to City credit cards are not allowed under any circumstance

Disallowed charges, or charges not properly identified, will be paid by the card user before the charge card billing is due. Failure to do so will render the card user personally liable for the unpaid amount, plus interest and/ or any fees at the rate charged by the bank that issued the card.

Cash advances on all City credit cards are prohibited.

23. PURCHASING CARDS

City Policy Reference 100-15

PURPOSE
To establish policies and procedures for employees regarding the use of purchasing cards to procure goods or services for official City business purposes.

POLICY
It is the policy of the City of Auburn to authorize cardholders to make purchases using a City of Auburn purchasing card. Use of purchasing cards will reduce costs associated with processing invoices and purchase orders by departments and accounts payable and maintain good business relations with suppliers through prompt payments.

Authorized cardholders are responsible for becoming knowledgeable with proper use of the card, authorized expenditures, and the documentation requirements. Authorized cardholders are to use the cards only for official City business.

All purchasing cards will be issued to the City of Auburn in the name of the authorized cardholder. The purchasing card must be maintained on person or otherwise secured in a manner to maintain control of the card. For safety purposes the authorized cardholder' s identification or social security number is not associated with the card.

Purchasing Card Program Cardholder Responsibilities:

1. Be accountable and responsible for the purchasing card in his/ her name at all times.
2. Use the purchasing card for official City business only and not personal use or cash advances. The Purchasing Card Agreement between the cardholder and the City must be completed and signed by the cardholder and Pcard Program Administrator (Finance A/ P) before the purchasing card will be issued. The Purchasing Card Agreement and its terms are incorporated as part of this policy.
3. Obtain and retain original receipts, packing slips, and shipping documents for each purchase made with the purchasing card. A monthly report will be provided by the cardholder.
4. Reconcile, or arrange for the reconciliation of, the purchasing card monthly report/ statement. Confirm that original receipts documenting all transactions on the report are supportable as appropriate City expenditures are attached to the report. Have the monthly report reviewed and approved according to internal department policies and submitted to the Finance Department by the appropriate due dates. Include appropriate additional documentation when consistent with other City policies (i. e., travel authorization forms).

5. All purchasing card purchases must comply with the City of Auburn Purchasing and Travel policies and procedures. The purchasing card is not to be used as a substitute for contracts.

6. The use of the purchasing card does not relieve the cardholder from complying with other State, City, and department policies and procedures. The purchasing card is not intended to replace effective procurement planning, which can result in quantity discounts, a reduced number of trips, and more efficient use of City resources.

7. The authorized cardholder is the only person entitled to use the purchasing card that has their name on the face of the card. Purchasing cards should be treated with extreme care in the same manner as a personal credit card. The cardholder is responsible for reporting a lost or stolen card immediately to their supervisor and Purchasing Card Program Administrator (Finance A/P).

DEFINITIONS:

AUTHORIZED CARDHOLDERS. The Mayor, City Council members, and authorized full or part-time regular City employees are eligible to use purchasing cards. Temporary employees are not authorized to use purchasing cards.

PURCHASING CARDS. Will be a credit card with a Visa logo issued from the bank or procurement card program of the City's choice.

Council Rules of Procedure All Proposed Changes Accepted

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

Pursuant to RCW 35A.12.120, the Auburn City Council establishes the following rules for the conduct of Council meetings, proceedings, business, and the maintenance of order. These rules shall be in effect on adoption by resolution of Council and until they are amended, or new rules are adopted. The Deputy Mayor will coordinate a review of these rules at least once every calendar year.

SECTION 2
COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend, both in person and virtually, any meeting of this body, except as provided in RCW Chapter 42.30. The City Clerk[1] is responsible for preparing agendas for all City Council meetings.[2]

The City Clerk is responsible for preparing action minutes of all of the Council meetings that 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.** Regular Meetings of the City Council shall be held at 7:00 p.m. on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.[3]

A. If 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.

B. 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 determined and directed by the Deputy Mayor. The seating arrangement will be decided once every calendar year.

[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).]

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[1]The City Clerk may delegate any of the duties in these Rules to staff.
[2]ACC 2.03.100
[3]ACC 2.06.010(A), 2.06.020

2.2 **Study Sessions.** Study Sessions of the City Council shall be held at 5:30 p.m. on the second, fourth, and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.[4]

A. If 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.

B. Study Sessions seating arrangement shall be located in the floor space directly in front of the dais, unless there is a public health emergency in effect. The table layout for Council, presenters, and speakers shall be done in such a way as to provide for maximum visibility of all attendees. The Deputy Mayor and the Special Focus Area Chairperson for the scheduled focus area, as set out by the agenda, shall be at a designated head table. No particular seating arrangement shall be required for other members of the Council, or for the Mayor, for Study Sessions.

C. The Council shall not take final action at a Study Session. For purposes of this rule, "final action" by the Council means a collective positive or negative decision, or an actual vote on a motion, proposal, resolution, order, or ordinance.[5] Procedural parliamentary motions are not considered final action.

2.3 **Special Meetings.** 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. Meeting notices shall be delivered by reasonable methods. Those methods can include email notification in addition to notice on the agency's website and principal location. The City Clerk shall provide the written notices. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of that meeting has been given by notice to the local press, radio, and television that is reasonably calculated to inform the city's inhabitants of the meeting.[6]

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

2.4 **Emergency Meetings.** Emergency Meetings may be called by the Mayor or Presiding Officer in case of an emergency. Meeting site notice requirements do not apply.

In the event of an emergency, Council may vote on emergency expenditures pursuant to RCW 35A.34.140 and 35A.34.150.

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[4] ACC 2.06.010(B), 2.06.020
[5] RCW 42.30.020(2)
[6] ACC 2.06.040; RCW 35A.12.110

2.5 **Closed or Executive Sessions.** A Council meeting that is closed to the public. Council, the Mayor, City Attorney, and authorized staff members and/or consultants may attend.

Closed and Executive Sessions may be held during Regular Meetings, Study Session Meetings, and Special Meetings of the City Council, and will be announced by the Presiding Officer. Closed and Executive Session subjects are limited to considering those matters permitted by State law.[7]

2.6 **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 in the absence of both, by the Presiding Officer or by a majority vote of the City Council, and proper notice given by the City Clerk.

2.7 **Quorum.** Four (4) or more Councilmembers will constitute a quorum for the transaction of business.

SECTION 3
ORDER OF BUSINESS FOR
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 5:00pm on the Wednesday 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 their designee, provided the approval shall be exercised in a manner consistent with ACC 2.03.100. 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. **Land Acknowledgement.** The Mayor shall make a land acknowledgement.

C. **Public Participation.** This is the place in the agenda where the public is informed on how to participate in the public meeting and/or instructed on the available options to view the public meeting.

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

E. **Roll Call**. The City Clerk will call the roll.

[7] RCW 42.30.110(1), 42.30.140

F. **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.

G. **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.

H. **Agenda Modifications**. Changes to the Council's published agenda are announced at this time.

I. **Public Hearings and Appeals**. Individuals may comment on public hearing and appeal items by submitting written comments to the City Clerk in advance of the public hearing or by participating in the forum designated by the public hearing notice. However, if an appeal is a closed-record appeal, the matter shall be considered only 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. 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.

J. **Public Comment.** Members of the public may comment on any matter related to City business under the Public Comment portion of the meeting agenda. Section 10 of these Rules sets forth the procedures for receiving public comments.

K. **Correspondence**.

L. **Council Ad Hoc Committee Reports**. Council Ad Hoc Committee Chairs, or designee, 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.

M. **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. The Chair for a Special Focus Area may speak to any of the items on the Consent Agenda that are relevant to the Special Focus Area that they are assigned.

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.

N. **Unfinished Business**. Unfinished business of a general nature that was considered by Council at a previous business meeting.

O. **New Business**. Business, other than ordinances and resolutions, that has not been previously before the City Council and items that are removed from the Consent Agenda for separate discussion and action. Councilmembers are required to provide the Mayor and Deputy Mayor information regarding the topic of any new business 48 hours prior to the Council meeting.

P. **Ordinances**.

1. All ordinances shall be in writing. Titles may be read aloud before the ordinance is voted on. Any Councilmember may request a full reading of the text of a proposed ordinance before the vote on its adoption. The request for a full reading of an ordinance does not need to be voted on. However, the request for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived by a majority of the Councilmembers in attendance at the Council Meeting.

2. Before any ordinance is considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda. Council may waive this rule.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a brief description of the issues involved with the ordinance, without simply repeating the ordinance title, 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 before the vote on an ordinance. Councilmembers may approve, reject, or amend the ordinance, or postpone the action and direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a vote of at least a majority of the whole membership of the Council. In the event of a public emergency, an ordinance may be made effective on adoption, instead of after five days after publication, with a majority vote plus one of the whole Council. A public

emergency ordinance is one designated to protect public health and safety, public property, or public peace.

Q. **Resolutions**. All resolutions shall be in writing. Titles may be read aloud before the resolution is voted on. Any Councilmember may request a full reading of the text of a proposed resolution prior to the vote on its passage. The request for a full reading of a resolution does not need to be voted on. However, the request for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived 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, 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 before 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 or 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.

R. **Mayor and Councilmember Reports**. The Mayor and Councilmembers may report on their activities related to federal, state, regional, City, and local organizations for which they are members in their official capacity as elected officials. Reports shall regard those activities and events that have occurred since the last Regular Meeting and that have an important and direct impact or benefit to the City. The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

S. **Adjournment**.

3.2 **Recess**. The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including Closed or Executive Sessions.

3.3 **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**. On a motion by any member and majority vote, the City Council may suspend the rules to add an item (e.g., under New Business) or to allow an item on the agenda to be considered at a different order or placement in the agenda, or to be referred to an upcoming Study Session agenda (See Rules 2.2 and 16.1).

B. **Adjustment of Agenda by Presiding Officer**. The Presiding Officer may adjust the order of items on the agenda or add items to the agenda, if agreed upon by the Mayor and the Deputy Mayor, subject to being overruled by a majority vote of the Council.

SECTION 4
COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 **Council Meetings.**

A. Councilmembers shall attend all scheduled meetings, including committee meetings.

A Councilmember will be excused from a meeting if they have submitted a request in advance of the meeting. Written requests should be submitted by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

Councilmembers shall send their email communication regarding their absence or anticipated late arrival to Council meetings or committees to the CouncilAlerts@auburnwa.gov email address.

[*See* ACC 2.06.050 and RCW 35A.12.060]

B. Councilmembers may participate remotely at Council meetings via telephone, video conference, or other approved electronic means with notification to the Mayor, Deputy Mayor, and designated City staff prior to noon on the day of the meeting. If a Councilmember appears remotely for a Council meeting, the Councilmember will use the City of Auburn approved virtual background. Technical circumstances shall be considered as to the acceptability of remote attendance. Council prefers in-person attendance when possible.

C. Remote attendance of the entire council may be permissible when and if a declaration of emergency is declared locally, regionally, statewide, and/or nationally that would prohibit in person attendance by Councilmembers. The Mayor shall direct remote attendance of the Council as necessary and when it is in the interest of the City to conduct Council business.

[*See* ACC 2.06.050 and RCW 35A.12.060]

4.2 **Study Sessions.**

A. Councilmembers shall attend all Study Sessions.

A Councilmember will be excused from a meeting if they have submitted a request pursuant to section 4.1A of these rules, in advance of the meeting. Written requests should be submitted by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. 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]

B. Councilmembers may participate remotely at Study Sessions under the same protocol set forth in Section 4.1B-C.

4.3. **Ad Hoc Council Committee Meetings.** 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, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, is a violation of these Rules of Procedure.

4.4 **Use of Cell Phones Prohibited.** At all meetings of the City Council, Councilmembers may not use their City cell phones. All cell phones must remain on silent for the duration of the meeting. Personal communication devices may only be used in the event of an emergency. Councilmembers shall not send, receive, read or post e-mails, texts, or social media posts during meetings of the Council.

4.5 **Deportment.** To the extent feasible, Councilmembers shall utilize language appropriate to the seriousness of the public legislative matters at hand. Councilmembers shall address their remarks to the Presiding Officer and shall address elected officials and staff by their title or other method that uses their last name rather than first name, e.g., "Mayor [surname]," "Deputy Mayor [surname], "Councilmember [surname]" "Chief [surname]," or "Director [surname]," as applicable. The purpose of this approach is to ensure that the City Clerk can create accurate meeting minutes. Councilmembers shall refrain from side conversations with other individual Councilmembers. Councilmembers shall also refrain from inappropriate or derogatory body language, comments, or any other actions that detract from the deportment of the City Council.

SECTION 5
PRESIDING OFFICER - DUTIES

5.1 **Conduct of Meetings**.

A. The Mayor will preside over all Regular Meetings, Special Meetings, and Emergency Meetings of the Council. If the Mayor is absent, the Deputy Mayor will preside. If both the Mayor and Deputy Mayor are absent, the Chair of Municipal Service Special Focus Area or Chair of the Finance and Internal Services Special Focus Area (in that order) will preside.

The Deputy Mayor will preside over Council Study Sessions, other than those portions for which Special Focus Areas are scheduled, in which case the Chair of the Special Focus Area will preside. If the Deputy Mayor is absent, the Special Focus Area Chair will preside. If both the Deputy Mayor and the Special Focus Area Chair are absent, the Special Focus Area Vice Chair will preside.

The Mayor is encouraged to attend Study Sessions.

5.2 **The Presiding Officer**:

A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person in the audience from any meeting who interrupts the meeting after having been warned to cease the interruptive behavior.

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. May affix approximate time limits for each agenda item.

SECTION 6
COUNCILMEMBERS

6.1 **Remarks**. Councilmembers who wish to speak shall address the Presiding Officer and, when recognized, shall limit their comments to questions under consideration.

6.2 **Questioning**. Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.

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, the Mayor, and City staff in ways that promote effective local government.

6.4 **Council Training**. Councilmembers shall 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. This includes initial orientation after taking office, and other required or recommended training.

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, and to attend community, regional, and state events. Councilmembers who have confirmed their intent to attend are expected to arrange their appearance in order to avoid unnecessary expenditure of City funds.

6.6 **Conduct.** Councilmembers shall be subject to the policies in Exhibit A of these Rules. Unless otherwise stated in these Rules, the terms, provisions, and conditions set forth in the Polices are hereby incorporated into these Rules. Any violation of these policies, as determined by the City Council, shall be subject to section 20.1 of these Rules.

SECTION 7
DEBATES

7.1 **Speaking to the Motion**. No member of the Council, or 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. The Presiding Officer shall recognize Councilmembers in the order in which they request the floor. The Councilmember who made a motion shall be permitted to speak to it first. The Presiding Officer may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.

7.2 **Interruption**. No member of the Council, or 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**. Members of the Council and the Presiding Officer, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Ppresiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or make derogatory remarks or

insinuations with 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 **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.

SECTION 8
PARLIAMENTARY PROCEDURES AND MOTIONS

8.1 Unless specifically provided in these rules, 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 (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.

8.3 A motion that receives a tie vote fails. The Mayor, as Presiding Official, shall be allowed to vote to break a tie vote, except where prohibited by law.

8.4 Motions shall be stated in the affirmative. For example, “I move to approve” as opposed to “I move to reject.” 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. A motion and second is not an indication by a Councilmember that they support the action. The motion and second enables discussion and debate in advance of a formal vote.

8.6 If any Councilmember wishes to abstain from a vote on a motion that Councilmember shall so advise the City Council, shall remove and absent themselves from the deliberations and considerations of the motion, and shall have no further participation in the matter. The Councilmember should make this determination before any discussion or participation on the subject matter or as soon thereafter as the Councilmember identifies a need to abstain. A Councilmember may confer with the City Attorney to determine whether the Councilmember is required to abstain.

8.7 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain. A motion to table to a time certain will be considered a motion to postpone as identified in Section 8.8. To remove an item from the table requires a two-thirds' majority vote.

8.8 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 at a time certain at a future Regular or Special City Council meeting. To remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.

8.9 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.

8.10 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.

8.11 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.

8.12 Motions that cannot be amended include motions to adjourn, lay on the table (table), roll call vote, point of order, reconsideration, and take from the table.

8.13 A point of order can be raised by any member of the governing body. A member of the governing body can appeal the Chair's ruling. An appeal must be immediate and must be seconded. The Chair will then explain the ruling. The members of the governing body can debate the matter, each member may speak once. The members of the governing body will then make a decision on the appeal by a majority vote.

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 When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side 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. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.

8.18 The City Attorney shall act as the Council's parliamentarian and shall advise the Presiding Officer on all questions of interpretations of these rules which may arise at a Council meeting.

8.19 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

SECTION 9
VOTING

9.1 **Voice vote**. A generalized verbal indication by the Council as a whole of "aye or yes" or "nay or no" 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 "no" vote except where a Councilmember abstains because of a stated conflict of interest or appearance of fairness issue.

If there is uncertainty as to the outcome of a voice vote, the Presiding Officer or any Councilmember may ask for a raise of hands for the ayes or nays.

9.2 **Roll Call Vote**. A roll call vote may be requested by the Presiding Officer or by any Councilmember. The City Clerk shall conduct the roll call vote.

9.3 **Abstentions**. It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only 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.

SECTION 10
COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

10.1 Persons or groups specifically scheduled on a Council Meeting Agenda may address the Council in accordance with the speaking times included on the agenda.

10.2 Persons or groups that are not specifically scheduled on the agenda may address the council by filling out a speaker sign-in sheet (available at the City Clerk's desk or at a designated location within the Council Chambers), and (when recognized by the Presiding Officer) stepping up to the podium and giving their name and city of residence for the record.

Unscheduled public comments to the Council are subject to the following rules:

1. Remarks will be limited to 3 minutes. The City Clerk shall use a suitable device to electronically measure speaker time. The Presiding Officer may make discretionary exceptions to speaker time restrictions;

2. Speakers may not "donate" their speaking time to any other speaker;

3. Remarks will be addressed to the Council as a whole.

10.3 Meeting interruptions. Any speaker or person who interrupts the orderly conduct of a meeting may be barred from further participation in the meeting by the Presiding Officer, unless permission to continue is granted by a majority of Councilmembers present. Examples of interruptions under this rule include:

1. failing to comply with an allotted speaking time;

2. committing acts of violence or property destruction;

3. directly or indirectly threatening physical violence against anyone attending the meeting;

4. interfering with the meeting or with other speakers through vocal interruptions or disruptive action.

If a meeting interruption occurs, the Presiding Officer shall address the person(s) causing the interruption by citing the interrupting conduct, ordering it to stop, and warning that continuation may result in removal from the meeting.

The Presiding Officer may remove the interrupting person(s) if the conduct persists after the warning. If removal of the person(s) does not restore the meeting to order, the Presiding Officer may clear the room of spectators and continue the meeting or adjourn the meeting and reconvene it at a different location selected by Council majority.[8]

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 that Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.

[8] RCW 42.30.050

B. The proponent spokesperson shall speak first and be allowed ten (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 a one-

year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

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. The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.

   1. 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.

   2. In connection with the selection of Deputy Mayor, Councilmembers are expected to 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 themself.

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 will be held.

E. The Deputy Mayor shall serve at the pleasure of the Council.

F. In the event of a prolonged absence or unavailability of the Deputy Mayor, the Council shall vote on which Councilmember shall serve as the Interim Deputy Mayor. The Interim Deputy Mayor shall be the Councilmember who receives a majority vote. That Councilmember shall then serve as Interim Deputy Mayor until the return of the regular Deputy Mayor, or until the subsequent Deputy Mayor is designated by majority vote. The Interim Deputy Mayor shall have all the rights, duties, and authority of the Deputy Mayor under these rules

G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall elect the next Deputy Mayor in accordance with Section 12 to serve 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 (or Interim 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 (or Interim Deputy Mayor) from this position, in which case, the Council shall elect the next Deputy Mayor (or Interim Deputy Mayor) in accordance with Section 12 to serve the remainder of the term.

[*See* RCW 35A.12.065.]

12.2 The Deputy Mayor or Interim 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 in accordance with Rule 5.1.B;

2. Assist in new councilmember training including conducting a review of the rules of procedure with one to two individual Councilmembers, and a staff liaison, if requested, provided the Mayor is notified of the request;

3. Support cooperative and interactive relationships among Councilmembers;

4. Work with Mayor and Administration to prepare agendas for Council Study Sessions, in accordance with Rules 2.2 and 16.1.B;

5. Preside over the Study Sessions of the City Council, designate Special Focus Area Chairs and Vice-Chairs, designate Special Focus Area assignments, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside in order to reinforce appropriate Special Focus Area topics and to ensure the Councilmember understands how to preside over their portion of the meeting.

6. With support from the City Attorney and/or City Clerk, ensure that Councilmembers are aware of the requirements and limitations related to the Open Public Meetings Act (OPMA) and reinforce adherence to the OPMA and quorum triggers when Councilmembers are operating and communicating in their Ad-Hoc Committee and Special Focus Areas roles. The Deputy Mayor has a responsibility to report violations of the OPMA when they are made aware of a violation.

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 a prolonged absence or incapacitation that exceeds two weeks (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 that exceeds two weeks 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 Department 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 Chairpersons and with assistance from Administration, create and establish agendas for all Study Sessions;

2. Serve as liaison to the Junior City Council, encouraging, guiding, and counseling the members of the Junior City Council in connection with its duties and assignments;

3. 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);

4. Conduct voluntary regular and periodic meetings with individual Councilmembers and a staff liaison, if a staff liaison is requested by the Deputy Mayor or the individual Councilmember and provided the Mayor is notified of the request, to address Councilmember issues, concerns, legislative processes, Councilmember proposals, Councilmember training, and other similar related items;

5. Conduct group meetings with Councilmembers, including two on one meetings with Councilmembers on a rotating basis 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.

SECTION 13
COUNCIL POSITION VACANCY OR ABSENCE

13.1 If 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 remaining members 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 County may appoint a qualified person to fill the vacancy as provided by RCW 42.12.070.

13.2 If there is an 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.

SECTION 14
COUNCIL MEETING STAFFING

14.1 Department Directors or designees shall attend all meetings of the Council unless excused by the Mayor.

14.2 The City Attorney, or designee, shall attend all meetings of the Council unless excused by the Mayor, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

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 under the direction of the Mayor.

15.3 It is the intent of Council that all pertinent information asked for by individual Councilmembers 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, agenda bills and staff analysis, 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 related materials, 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 **Study Sessions and Special Focus Areas.** In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month. 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 (1) a General Business Focus and (2) a Special Focus Area in each meeting. 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) Community Wellness; and (4) Finance& Internal Services. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Community Wellness
    - Health, Equity, & Wellness
    - Neighborhood Services
    - Homelessness Prevention

- Social Services
- Diversity, Equity, & Inclusion
- Cultural Arts & Community Events
- Housing Policy

2. Finance & Internal Services
   - Facilities
   - Technology
   - Property management
   - Risk management & Insurance
   - Fiscal Sustainability
3. Public Works & Community Development
   - Utilities
   - Transportation
   - Environmental Policy
   - Land Use & Development
   - Right of Way Management
   - Airport
   - Park Development
   - Economic Development
4. Municipal Services
   - Public Safety
   - Courts
   - Recreation, Museum & Senior Services
   - Animal Control
   - Emergency Planning
   - Cemetery
   - Communications

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on second and fourth Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Community Wellness, then Finance & Internal Services, then Public Works & Community Development, then Municipal Services, and so on.

2. On fifth 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. Such matters will be

scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Councilmembers in advance of the Study Session.

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, the Deputy Mayor, the Vice-Chair, and the designated Departments Director(s) for the Special Focus Area. The matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Councilmembers in advance of the Study Session. The Department Director(s) shall review agenda topics and suggestions by other Councilmembers of such topics. The Deputy Mayor may review agenda items and topics with each Special Focus Area Chairperson individually when convenient.

C. Meeting Times

Study Sessions shall be scheduled as set forth in Section 2.2, above.

1. Three to four hours maximum timeframe (goal).

2. Agenda items should relate to future policy-making, strategic planning, or key state or federal issues affecting current or future city operations.

3. 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.

D. Study Session Meeting Format.[9]

1. Call to Order.

2. Roll Call.

3. Announcements, Reports, and Presentations.

4. Agenda Items for Council Discussion.

5. Ordinances.

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

6. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Study Session). The Vice Chair shall preside over this portion of the Study Session in the Chair's absence.

7. Adjournment.

E. Council discussion at Study Sessions of each agenda item shall be managed by the Presiding Officer through recognition of each Councilmember in turn. After presentation of an agenda item, the Presiding Officer will ask each Councilmember whether the member would like to make a statement or ask a question regarding the agenda item. The Presiding Officer will start with the Councilmember at the Presiding Officer's right and address each Councilmember in order of seating, as determined by the Presiding Officer. After all Councilmembers have been addressed, the Presiding Officer will again ask for a statement by each Councilmember in the same order. Invitation by the Presiding Officer to each Councilmember to make a statement or ask a question shall be repeated two additional times. There shall be a limit of one question per Councilmember for each round (for three total rounds). Further questions by any Councilmember should be sent via email to the appropriate Department Director after the meeting, provided the Mayor is included in that email. Questions posed at Study Session or via follow up email shall be limited to the matter presented at Study Session.

16.2 **Ad Hoc Committees.** The Mayor, the Deputy Mayor, or a majority of the City Council may establish Ad Hoc Committees as may be appropriate to consider special matters that require special approach or emphasis.

A. 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.

B. The Mayor and the Deputy Mayor shall each appoint a Councilmember to each Council Ad Hoc Committee. The Deputy Mayor may appoint themselves. The third Councilmember to be appointed to the Ad Hoc Committee shall be selected by majority vote of the Council.

C. Ad Hoc Committees shall consider all matters referred to them and take action by majority consensus only when all Ad Hoc Councilmembers are present. The Chair of such Ad Hoc Committee shall report to the Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.

D. Unless otherwise expressly provided for when forming an Ad Hoc Committee, it is the intention of the Council that Ad Hoc Committees function informally and not in any way that takes action in lieu of or on behalf of the full Council. The purpose and function of such Ad Hoc Committees shall be to review matters in advance of their consideration by the full Council, and perhaps record and

make recommendations to the full Council. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad Hoc Committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.

E. Councilmembers on Ad Hoc Committees may request a staff liaison, and City Attorney or City Attorney's designee, be present to assist the Councilmembers with institutional knowledge on the subject matter to be discussed, provided the Mayor is notified of the request.

16.3 **Intergovernmental Councils, Boards and Committees.** The Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees.

A. Councilmember appointments to intergovernmental councils, boards and committees, including Ad Hoc Committees, shall be periodically reviewed. All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a Councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad Hoc Committee appointment by the Mayor or Deputy Mayor shall be at their discretion.

B. Councilmembers will prioritize appointments to Intragovernmental Councils, Boards, and Committees by seeking and filling positions that provide value to the City and its constituents. Providing value occurs in the following order of priority: (1) bringing money to the City, (2) bringing projects and/or investments into the City, (3) influencing policy or investment outcomes in the City, and (4) protecting City interests. These community-wide benefits are a priority over the personal interests of an individual Councilmember.

C. Advisory Boards, Committees, and Commissions established by ordinance, consisting of residents 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 Council.

SECTION 17
COUNCIL REPRESENTATION
AND 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 Council, if known, on that 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 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 Councilmembers 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, successive communications on Council topics that involve a quorum of the Councilmembers shall not occur. Councilmembers shall 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 Council about matters within the scope of the 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.

E. The Deputy Mayor from time to time may need to communicate with all Councilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to Council as a whole through the Council Assistant. Any responses from Council shall also be directed to the Council Assistant who shall then provide all Councilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.

F. Council email correspondence and all electronic communications shall utilize the designated city email account or city device with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

17.5 Councilmembers shall not communicate with staff regarding their own personal business during times set out to discuss City of Auburn business. Councilmembers shall not discuss personal business with staff immediately before or after Council meetings in Council Chambers.

17.6 Council Relations with City Boards and Commissions.

A. **Council Liaisons**. In addition to where a Councilmember is appointed by the 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 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 Council. Insofar as a Councilmember-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 **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 elected City officials. Comparing Auburn's specific issues with those of other cities often provides the 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.

18.2 **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 to each Councilmember for City-related travel costs, including transportation, lodging, meals, and registration costs.

18.3 **Adjustment of Council Travel Allocations**. If a Councilmember needs more than the amount of travel related funds allocated for their 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. If so, 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 adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole Council.

18.4 **Receipts and Travel Documentation**. Each 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, and a written report regarding the authorized travel the Councilmember attended. All documentation shall also be sent via email to the CouncilAlerts@auburnwa.gov email address. 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
Amended by Resolution No. 5308, August 7, 2017
Amended by Resolution No. 5367, May 7, 2018
Amended by Resolution No. 5399, December 17, 2019
Amended by Resolution No. 5469, November 4, 2019
Amended by Resolution No. 5543, September 8, 2020
Amended by Resolution No. 5676, September 19, 2022
Amended by Resolution No. 5721, June 5, 2023