

	City Council Meeting August 3, 2020 - 7:00 PM VIRTUAL AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **Virtual Participation Link**

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, August 3, 2020 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time.

City of Auburn Resolution No. 5533, designates City of Auburn meeting locations for all Council, Board and Commission meetings as virtual. All meetings will be held virtually and telephonically until King County enters into Phase 3 of Governor Inslee's Safe Start — Washington's Phased Reopening plan.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/98117511397>

Or join by phone:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 981 1751 1397

A. **Pledge of Allegiance**

B. **Roll Call**

III. **AGENDA MODIFICATIONS**

IV. **NEW BUSINESS**

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

B. Audience Participation

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

1. Virtual Participation

Participants can submit written comments via mail, fax or email. All written comments must be received prior to 7:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail comments to:

City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email comments to:

scampbell@auburnwa.gov

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

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

VII. CONSENT AGENDA

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

A. Minutes of the July 20, 2020 Regular Council Meeting

B. Claim Vouchers (Thomas)

Claim voucher list dated August 3, 2020 which includes voucher numbers 459516 through 459806 in the amount of \$1,221,148.93 and five wire transfers in the amount of \$745,060.05

C. Payroll Vouchers (Thomas)

Payroll check numbers 538951 through 538957 in the amount of \$542,265.35 and electronic deposit transmissions in the amount of \$1,943,124.70, for a grand total of \$2,485,390.05 for the period covering July 15, 2020 to July 29, 2020

D. Set Public Hearing Date for Ordinance No. 6770

City Council to set date for Public Hearing for Ordinance No. 6770 for the Hudson

DCT Sewer Payback Agreement No. PBK18-0002

- E. Set Public Hearing Date for Ordinance No. 6771
City Council to set date for Public Hearing for Ordinance No. 6771 Hudson DCT Water Payback Agreement No. PBK18-0003
- F. Set Public Hearing Date for Ordinance No. 6772
Set date for Public Hearing for Ordinance No. 6772 Hudson DCT Street Payback Agreement No. PBK18-0004

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

VIII. UNFINISHED BUSINESS

IX. ORDINANCES

- A. Ordinance No. 6775 (Gaub)
An Ordinance authorizing Franchise Agreement No. FRN20-0002 with Puget Sound Energy for their Electric Utility

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6775.)

X. RESOLUTIONS

- A. Resolution No. 5535 (Hinman)
A Resolution authorizing the Mayor to grant an easement to King County across a portion of Game Farm Wilderness Park for river protection purposes
- B. Resolution No. 5539 (O'Neil)
A Resolution approving the amended and restated Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila for the creation of the Puget Sound Auto Theft Task-Force

(RECOMMENDED ACTION: Move to adopt Resolution No. 5535.)

- C. Resolution No. 5540 (O'Neil)
A Resolution authorizing the Chief of Police to Enter an Interlocal Agreement with the King County Sheriff's Office

(RECOMMENDED ACTION: Move to adopt Resolution No. 5540.)

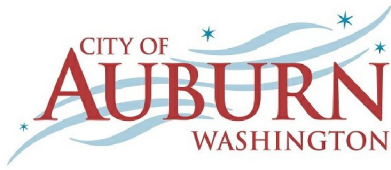
XI. MAYOR AND COUNCILMEMBER REPORTS

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**

XII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 20, 2020 Regular Council Meeting

Department:

City Council

Attachments:

[07-20-2020 Minutes](#)

Date:

July 21, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

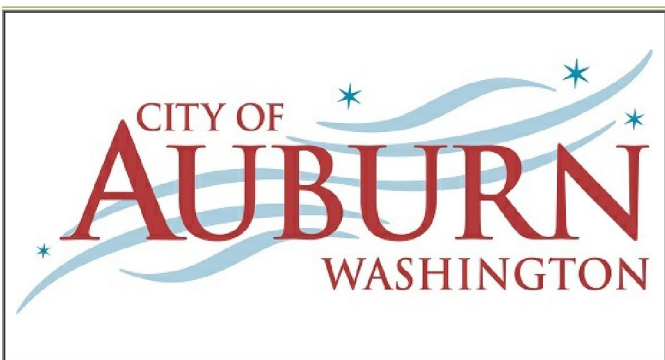
Revised Budget: \$0

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

Meeting Date: August 3, 2020

Staff:

Item Number: CA.A

	City Council Meeting July 20, 2020 - 7:00 PM Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **Virtual Participation Link**

1. Virtual Participation Link

The City Council Meeting was held virtually in the Council Chambers.

A. **Pledge of Allegiance**

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

B. **Roll Call**

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technical Support Specialist Danika Olson, Director of Innovation & Technology David Travis, Chief of Police Dan O'Neil and Deputy City Clerk Teresa Mattingly.

The following department directors and staff members attended the meeting virtually: City Attorney Dan Heid. Director of Public Works Ingrid Gaub, Director of Human Resources and Risk Management Candis Martinson, Director of Finance Jamie Thomas, Director of Community Development Jeff Tate, Assistant Director of Innovation and Technology Ashley Riggs, Human Services Manager Joy Scott, and SKHHP Executive Manager Angela San Filippo.

III. **AGENDA MODIFICATIONS**

A revised version of Ordinance No. 6779 and Ordinance No. 6780 have been provided to Council.

IV. NEW BUSINESS

There was no new business.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Ordinance No. 6775 (Gaub)

A Public Hearing to consider Franchise Agreement No. FRN20-0002 for Puget Sound Energy

Mayor Backus opened the public hearing at 7:04 p.m. No public comments were received, she closed the hearing.

B. Audience Participation

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

1. Virtual Participation

Bob Zimmerman, 33029 46th Place South

Mr. Zimmerman expressed his concerns about fire season and wildfires.

Frank Hornung, The Neiders Company

Mr. Hornung requested the City of Auburn delay implementing a new ordinance on rental properties.

Isaac Organista, Community Organizer / Washington CAN

Mr. Organista encouraged Council to pass Ordinance No. 6780.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Stearns have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VII. **CONSENT AGENDA**

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

- A. Minutes of the June 29, 2020 and July 13, 2020 Study Session
 - B. Minutes of the July 6, 2020 Regular Council Meeting
 - C. Claim Vouchers (Thomas)
Claim voucher list dated July 20th, 2020 which includes voucher numbers 459288 through 459515 in the amount of \$5,160,715.37 and four wire transfers in the amount of \$380,843.52
 - D. Payroll Vouchers (Thomas)
Payroll check numbers 538943 through 538950 in the amount of \$223,180.00 and electronic deposit transmissions in the amount of \$1,934,179.37 for a grand total of \$2,003,183.37 for the period covering June 30, 2020 to July 14, 2020
 - E. Public Works Project No. CP1904 (Gaub)
City Council to approve an increase of \$72,200.00 in the total maximum authorized contract amount for Public Works Contract No. 20-03: Construction Project No. CP1904, Auburn Way North Preservation Project Phase 3
 - F. Public Works Project No. CP1925 (Gaub)
City Council to approve an increase of \$70,000.00 in the total maximum authorized contract amount for Public Works Contract No. 20-07: Construction of Project No. CP1925, Local Street Reconstruction and Preservation Project
- Deputy Mayor DaCorsi moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. **UNFINISHED BUSINESS**

There was no unfinished business.

IX. **ORDINANCES**

- A. Ordinance No. 6779 (Tate)
An Ordinance amending Chapter 18.68 of the Auburn City Code (ACC) relating to amending the text of Title 18 'Zoning' and zoning map changes
- Councilmember Brown moved and Councilmember Mulenga seconded to adopt Ordinance No. 6779.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6780 (Tate)

An Ordinance creating Chapter 5.24 of the City Code regarding a City of Auburn Rental Housing Policy

Deputy Mayor DaCorsi moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6780.

Councilmember Stearns moved and Councilmember Brown seconded to add Mobile Home Landlords to section 5.24.010.A.

Motion to amend CARRIED UNANIMOUSLY 7-0

Amended main motion CARRIED UNANIMOUSLY 7-0

X. **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**

Deputy Mayor DaCorsi reported he attended a virtual meeting with the Growth Management Policy Board and the Sound Cities Association Affordable Housing Committee.

Councilmember Baggett reported he attended a joint meeting with the Regional Transit Committee and Metro's Mobility Framework Committee.

Councilmember Brown reported he attended a Sound Cities Association webinar on Racial Equity and Justice.

Councilmember Trout-Manuel discussed the Coronavirus and reminded people to wash their hands, wear their facemasks and to be careful who they have contact with.

Councilmember Jeyaraj reported he attended two training classes with the Police Department, one on the Vascular Neck Restraint (VNR) and the other on weapons and tactical response.

Councilmember Stearns reported he attended the King County Flood Control Advisory Committee meeting. He also expressed his condolences to the family of Congressman John Lewis and stated how grateful he is for Congressman Lewis and his leadership during the Civil Rights Movement.

B. **From the Mayor**

On behalf of the City of Auburn, Mayor Backus sent condolences to the City of Bothell, the family and friends of police Officer Jonathan Shoop who died in the line of duty last week.

Mayor Backus reported she attended a Sound Cities Association webinar on Racial Equity and Justice, the swearing in ceremony for Officer Cox, the King County Regional Homelessness Authority meeting and she also met with Governor Inslee and some of the other Mayor's in King County to discuss issues within the cities regarding COVID-19. She also encouraged people to wear their masks in public.

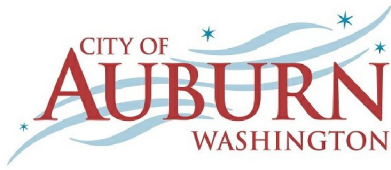
XI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:53 p.m.

APPROVED this 3rd day of August, 2020.

NANCY BACKUS, MAYOR Teresa Mattingly, 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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

July 21, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background Summary:

Claim voucher list dated August 3, 2020 which includes voucher numbers 459516 through 459806 in the amount of \$1,221,148.93 and five wire transfers in the amount of \$745,060.05

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

Thomas

Meeting Date: August 3, 2020

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

July 21, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 538951 through 538957 in the amount of \$542,265.35 and electronic deposit transmissions in the amount of \$1,943,124.70, for a grand total of \$2,485,390.05 for the period covering July 15, 2020 to July 29, 2020

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

Thomas

Meeting Date: August 3, 2020

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Set Public Hearing Date for Ordinance No. 6770

Date:

July 23, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council set the date of the Public Hearing for Hudson DCT Sewer Payback Agreement No. PBK18-0002 as September 8, 2020, at 7:00 pm.

Background Summary:

Hudson DCT has constructed sewer systems improvements including a sewer pump station, force main, and gravity main extensions along South 287th Street to provide sewer service to their development. These improvements benefit other properties and are eligible for a Payback Agreement. The Agreement would provide for reimbursement to the developer when those benefitted properties connect or benefit from the improvement.

City code section 3.25.080 requires the City to conduct a public hearing to consider an ordinance approving the payback agreement, to notify all property owners within the proposed reimbursement assessment area of the public hearing, and to allow them time to comment on the proposed agreement.

Staff will present further background and information at the Council Study Session on August 10, 2020.

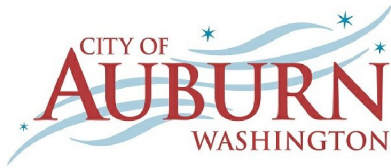
Reviewed by Council Committees:

Councilmember: Brown

Staff: Gaub

Meeting Date: August 3, 2020

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Set Public Hearing Date for Ordinance No. 6771

Date:

July 24, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council set the date of the Public Hearing for Hudson DCT Water Payback Agreement #PBK18-0003 as September 8, 2020, at 7:00 pm.

Background Summary:

Hudson DCT has constructed water system improvements including water main extension along South 287th Street to provide water service to their development. These improvements benefit other properties and are eligible for a Payback Agreement. The Agreement would provide for reimbursement to the developer when those benefitted properties connect or benefit from the improvement.

City code section 3.25.080 requires the City to conduct a public hearing to consider an ordinance approving the payback agreement, to notify all property owners within the proposed reimbursement assessment area of the public hearing, and to allow them time to comment on the proposed agreement.

Staff will present further background and information at the Council Study Session on August 10, 2020.

Reviewed by Council Committees:

Councilmember: Brown

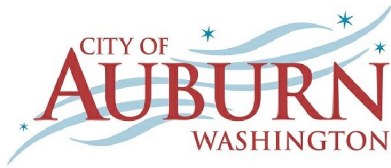
Staff:

Gaub

Meeting Date: August 3, 2020

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Set Public Hearing Date for Ordinance No. 6772

Date:

July 24, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council set the date of the Public Hearing for Hudson DCT Street Payback Agreement No. PBK18-0004 as September 8, 2020, at 7:00 pm.

Background Summary:

Hudson DCT has constructed a traffic signal at the intersection of South 287th Street and West Valley Highway to mitigate the traffic impact of their development. This improvement benefits other properties and is eligible for a Payback Agreement. The Agreement would provide for reimbursement to the developer when those benefitted properties benefit from the improvement, as they develop or redevelop.

City code section 3.25.080 requires the City to conduct a public hearing to consider an ordinance approving the payback agreement, to notify all property owners within the proposed reimbursement assessment area of the public hearing, and to allow them time to comment on the proposed agreement.

Staff will present further background and information at the Council Study Session on August 10, 2020.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: August 3, 2020

Item Number:

CA.F



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6775 (Gaub)

Date:

July 20, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6775](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6775.

Background Summary:

Section 20.06.010 of the Auburn City Code requires a franchise of any commercial utility to use public ways of the City and to provide commercial utility services to any person or area of the City.

Puget Sound Energy has applied for a new franchise agreement to continue to operate their electrical transmission and distribution facilities within the City's rights of way as their previous franchise agreement has recently expired. PSE currently provides electrical services to all parts of the city, including commercial and residential service.

The proposed agreement is consistent with the City's standard franchise agreement language and requires that any repairs, upgrades, and improvements to the existing and future facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 15 years with the option to renew for an additional 5 years.

A staff presentation was given at the July 13, 2020, Study Session discussing Draft Ordinance No. 6775. A Public Hearing to consider this application and hear public comment was held before the City Council on July 20, 2020, in accordance with Auburn City Code 20.06.030.

Ordinance No. 6775 authorizes Franchise Agreement No. FRN20-0006 with PSE subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Brown

Staff: Gaub

Meeting Date: August 3, 2020

Item Number: ORD.A

ORDINANCE NO. 6775

AN ORDINANCE granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of electric energy for power, heat and light, and any other purposes for which electric energy may be used.

WHEREAS, the City Council of the City of Auburn finds that the general public health, safety, welfare, necessity and convenience require Facilities to provide for transmission, distribution and sale of energy for power, heat, and light, and other purposes for which energy may be used, be constructed, maintained and repaired in an orderly manner when those Facilities are located in, under, on or along City rights-of-way.

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

Section 1. Definitions.

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.2 "City" means the City of Auburn, a code city of the State of Washington, and its successors and assigns.

1.1.3 "Franchise Area" means any, every and all of the roads, streets, avenues, alleys, highways and public rights-of-way of the City as now laid out, platted, dedicated or improved; and any; every and all roads, streets, avenues, alleys, highways and public rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.4 "Facilities" means, collectively, any and all electric transmission and distribution systems, including but not limited to, poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, fixtures, and communication systems; and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way pertaining to any and all of the foregoing for the purpose of transmission, distribution and sale of energy, whether the same be located overhead or underground.

1.1.5 "Ordinance" means Ordinance No. 6775, which sets forth the terms and conditions of this Franchise.

1.1.6 "Public Improvement" means any capital improvement, maintenance or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including any capital improvement within the City's adopted Transportation Improvement Plan or Capital Facilities Plan.

Section 2. Facilities Within Franchise Area.

2.1 The City does hereby grant to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of energy for power, heat, light and such other purposes for which energy may be used.

2.2 This Franchise shall not convey any right to PSE to install its Facilities on or to otherwise use City-owned or City-leased properties outside the Franchise Area; provided, however, that PSE shall retain the right to maintain, repair and operate Facilities installed pursuant to prior franchise agreements with the City regardless of whether said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 2.3.

2.3 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by PSE at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards and procedures.

Section 3. Noninterference and Maintenance of Facilities.

3.1 PSE's Facilities shall be constructed, installed, maintained, replaced, upgraded, relocated, and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with the laws of the State of Washington, the City of Auburn Design and Construction Standards, and the ordinances, rules and regulations of the City; provided, however, that in the event of any conflict or inconsistency of such codes, ordinances, rules, and regulations with the terms of this Franchise, the terms of this Franchise shall govern and control; provided further that nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes, ordinances, rules, and regulations. If, during the term of this Franchise, the City is specifically required by state law to pass any code or ordinance which conflicts or is inconsistent with any provision of this Franchise, the provisions of Section 22 will thereafter apply.

3.2 Any repair of PSE's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices and standards in the industry. In the event of any emergency in which PSE's Facilities located in or under the Franchise Area break or are damaged, or if PSE's Facilities within the Franchise Area are otherwise

Ordinance No. 6775

Franchise Agreement No. FRN20-0002

May 27, 2020

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in a condition as to immediately endanger the property, life, health or safety of any individual, PSE shall, upon receipt of notification from the City of the existence of such condition, take all reasonable actions to correct the dangerous condition.

3.3 Whenever PSE permanently discontinues use of any above ground or at grade Facilities within the Franchise Area, such as poles (with or without crossarms), braces, guys, anchors and vaults, due to modifications or upgrades to PSE's Facilities within the Franchise Area, the discontinued Facilities shall be removed after all PSE and third party attachments have been disconnected and removed from such Facilities and in a manner consistent with any contractual obligations to third party users of such Facilities. Once all PSE and third-party attachments have been disconnected and removed from such Facilities, the removal shall occur within ninety (90) calendar days unless otherwise agreed to. If such discontinuation is caused by a Public Improvement, the removal shall occur as described in the schedule established pursuant to Section 7. In the event that any PSE Facility creates an unreasonable interference with normal right-of-way operations, the City may request that PSE remove or relocate such Facilities on an expedited basis.

Section 4. Permits; Restoration.

4.1 Whenever it shall be necessary for PSE to engage in any work within the Franchise Area, PSE shall apply for all necessary City permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the City in connection with the work in conformance with the City's current design and construction standards and the applicable provisions of the Auburn City Code that are not inconsistent with the requirements set forth in this Section 4.1 or elsewhere in this Franchise. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the existing structure, pavement and/or surface in which the work was accomplished, but shall not apply to any subsequent repair or restoration made necessary by the acts or omissions of the City or any third party. It is further provided that in the event that PSE has any work in the Franchise Area completed by any of its authorized agents or subcontractors, PSE shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary.

4.2 In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to immediately endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, provided that PSE shall notify the City telephonically or in person within twenty-four (24) hours of the event, and provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that the permit application shall be submitted to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit.

Ordinance No. 6775

Franchise Agreement No. FRN20-0002

May 27, 2020

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4.3 Nothing in this Franchise is intended, nor shall it be construed, as a hindrance to PSE's ability to take such actions as it deems necessary to discharge its public service obligations in accordance with the laws of the State of Washington.

Section 5. Maps, Drawings and Records.

5.1 PSE shall provide the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities within the Franchise Area, provided the request is limited to Facilities at specific locations in the Franchise Area and is made in connection with the City's planning of capital improvement projects. Further, PSE shall, upon the City's reasonable request, discuss and explore ways in which PSE and the City may cooperate and coordinate activities with respect to the development of drawing file layers compatible with the City's Geographic Information System ("GIS") which show PSE's Facilities at specific locations in the Franchise Area.

5.2 As to any such drawings and drawing file layers so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of PSE or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

5.3 Upon the City's reasonable request in connection with the City's design of new streets and intersections and major renovations of existing streets and intersections, and any other Public Improvement, undertaken by the City, PSE shall further provide to the City (a) the location of PSE's underground Facilities at those specific locations within the Franchise Area affected by the project by either field markings or by locating the Facilities in the City's design drawings, and (b) other reasonable cooperation and assistance; provided, however, that nothing in this Section 5.3 or any other provision of this Franchise is intended to (or shall) relieve any person or entity of its obligations under applicable law with respect to determining the location of underground facilities.

5.4 The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. PSE shall clearly mark any information that it provides to the City as "Proprietary" information if PSE believes that disclosure of that information would be exempt under an applicable exemption in RCW 42.56.270. The City agrees that if it receives a request for information marked by PSE as proprietary, it will promptly, notify PSE of the request. If PSE does not obtain an order enjoining release of the documents in 10 working days, the City will release the documents.

Section 6. Right to Complete Work.

6.1 In the event that PSE fails to perform any work to restore the surface of the Franchise Area to enable the free passage of traffic and pedestrians by the traveling public as required by this Franchise or any permit issued by the City relating to such work, and such failure continues for a period of ten (10) calendar days after PSE receives written notice from the City regarding such failure (or, in the event of an emergency situation, such shorter period of time after Ordinance No. 6775

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receipt of notice from the City as is reasonably required in the circumstances), the City may, but in no event is obligated to, perform or contract for such work and, thereafter, PSE shall, upon the City's written request, reimburse the City for the reasonable costs incurred by the City in having such work performed.

Section 7. Relocation of Facilities.

7.1 Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 7.2 below):

7.1.1 The City shall provide PSE written notice requesting such relocation, along with review plans for the Public Improvement that are sufficiently complete to allow for PSE's evaluation and coordination of the relocation, not less than four (4) weeks prior to the date of a coordination meeting to be held between the City and PSE to discuss said Facilities to be relocated; and

7.1.2 The City and PSE shall, at the coordination meeting described in Section 7.1.1 above, jointly identify and define the project requirements, schedule and timeframe of relocation, construction standards, and tasks that both parties agree shall govern the relocation.

PSE shall relocate such Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule mutually agreed upon by the parties, subject to any applicable tariffs on file with the Washington Utilities and Transportation Commission and any different arrangement expressly set forth in a separate agreement signed by PSE and the City. The City shall use its best efforts to avoid the subsequent relocation of any Facilities for a period of three (3) years from the date of such relocation, provided that if the City requires such subsequent relocation, the City shall bear the cost thereof, excepting in circumstances which the City could not reasonably have foreseen as of the date of such relocation.

7.2 Whenever (i) any public or private development within the Franchises Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE' s Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any condition or requirement imposed by the City pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

7.3 Subject to compliance by the City with the terms of this Section 7 and consistent with Section 9, and to the maximum extent provided by law, PSE shall reimburse the City for any costs, expenses, and/or damages required to be paid to the City's third party contractor(s) as a direct result of PSE's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by PSE's

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breach of its obligations under this Section 7 with respect to the relocation of PSE's Facilities within the Franchise Area in accordance with the mutually established schedule for the relocation work. PSE is not responsible for any cost, expense or damage that results from any delay in meeting the schedule for a Public Improvement if, and to the extent the delay is caused by the City, any third party, or any force majeure event.

7.3.1 PSE will not be required to reimburse the City unless the City first tenders the third party contractor delay claim within a reasonable time following the City's receipt of the claim. If a dispute arises between the City and PSE under this Section 7.3, the Parties shall, within fifteen (15) days of the date of the City's tendering a claim for delay damages, meet and commence good faith negotiations to resolve the Parties' differences. The Parties shall undertake commercially reasonable efforts to resolve their differences, giving due regard to all pertinent facts and relevant circumstances so as to fully effect the intent of Section 7.3 of the Franchise. The Parties shall make officers or officials with authority to settle the dispute available for the negotiations. The Parties may elect, by mutual agreement, to submit the dispute to mediation, to be conducted by a mutually agreeable mediator. In such event, the mediator's fee shall be divided equally and borne in equal portions by the Parties. If, at any time during the good-faith efforts to resolve the Parties' differences over the delay claim, either Party determines that such negotiations will not result in a resolution of the dispute, such Party may terminate the negotiations by written notice to the other Party and may thereafter pursue any remedy as may be available to such Party under the Franchise or applicable law.

7.4 Nothing in this Section 7 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

Section 8. Undergrounding of Facilities.

8.1 PSE acknowledges the City desires to encourage the undergrounding of overhead electrical Facilities within the Franchise Area. The City acknowledges that PSE utilizes such overhead Facilities to provide electrical service on a non-preferential basis subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission. Subject to and in accordance with such tariffs, PSE will cooperate with the City in the formulation of policy and regulations concerning the undergrounding of PSE's overhead electrical Facilities within the Franchise Area. If, during the term of this Franchise, the City shall direct PSE to underground overhead electrical Facilities within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission. This Section 8 shall govern all matters related to the undergrounding of PSE's overhead electrical Facilities within the Franchise Area.

Section 9. Indemnification.

9.1 PSE shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all

claims, costs, judgments, awards, or liability to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of PSE, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of, or tortious misconduct by, PSE, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise.

9.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

9.3 In the event any claim or demand for which indemnification is provided under Section 9.1 is presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. In the event that PSE refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 9.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of PSE, then PSE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

9.4 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 PSE and the City, its officers, employees and agents, PSE's liability hereunder shall be only to the extent of PSE's negligence. In the event it is determined by a court of competent jurisdiction, that RCW 4.24.115 applies to this Franchise, PSE's indemnification obligations under Section 9.1 shall apply to the maximum extent permitted thereunder, to the full extent of PSE's negligence. Further, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

9.5 It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the parties.

9.6 Notwithstanding any other provisions of this Franchise, PSE assumes the risk of damage to its Facilities located in the Franchise Area from activities conducted by the City, its

officers, agents, employees, and contractors, except as set forth below. PSE releases and waives any and all claims against the City, its officers, agents, employees, or contractors for damage to or destruction of PSE's Facilities within the Franchise Area caused by or arising out of activities conducted by the City, its officers, agents, employees, and contractors, in the Franchise Area, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful or malicious action on the part of the City, its officers, agents, employees, or contractors.

9.7 The provisions in this Section 9 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 9.1 and which is based on an act or omission that occurred during the term of this Franchise.

Section 10. Reservation of Rights.

10.1 In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, reserve and grant an easement to PSE for PSE's existing Facilities unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation.

10.2 The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of PSE's Facilities within the Franchise Area.

10.3 Power services for City facilities within the right-of-way will be placed within the public right-of-way whenever feasible.

Section 11. Moving Buildings within the Franchise Area.

11.1 If any person or entity obtains permission from the City to use the Franchise Area for the movement or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to arrange with PSE for the temporary adjustment of PSE's overhead wires necessary to accommodate the movement or removal of such building or other object, where the movement or removal of such building or other object will pass under PSE's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of PSE's overhead wires. The City shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to PSE, not less than thirty (30) calendar days prior to the movement or removal of such building or other object. In such event, PSE shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may obstruct the movement or removal of such building or object.

Section 12. Use of Facilities by City.

12.1 During the term of this Franchise, the City may, subject to PSE's prior written consent which shall not be unreasonably withheld, install and maintain City-owned overhead wires

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for non-commercial, municipal purposes, such as traffic signalization and police and fire communications upon PSE's poles which are Facilities located within the Franchise Area. The foregoing rights of the City to install and maintain such wires are further subject to the following:

12.1.1 The City shall perform such installation and maintenance at its sole risk and expense in accordance with all applicable laws and in accordance with such reasonable terms and conditions as PSE may specify from time to time (including, without limitation, requirements accommodating Facilities or the facilities of other parties having the right to use the Facilities); and

12.1.2 PSE shall have no obligation under Section 9 in connection with any City-owned wires installed or maintained on PSE's poles.

Section 13. Vegetation Management.

13.1 PSE shall not apply any pesticide or herbicide within the Franchise Area without prior approval of the City, which approval shall not be unreasonably withheld. If PSE first obtains such approval from the City to apply a specific product in accordance with the defined procedure on an ongoing basis throughout the Franchise Area, PSE shall not thereafter be required to obtain the City's approval on each occasion such product is so applied. Trees which may interfere with ungrounded supply conductors should be trimmed or removed. PSE shall coordinate its routine vegetation management activities with the City and shall trim vegetation in close proximity to its Facilities within the Franchise Area in compliance with all City ordinances, regulations, resolutions, and rules (including those relating to the protection of environmentally sensitive areas). However, such obligation to coordinate and comply shall not limit PSE's right under this Franchise to cut, trim or otherwise remove vegetation at any time within the Franchise Area which, due to proximity to PSE's Facilities, poses an imminent threat to property, public safety or continuity of electrical service.

Section 14. Lighting.

14.1 PSE shall install, operate and maintain street lighting as requested and paid for by the City in accordance with applicable schedules and tariffs on file with the Washington Utilities and Transportation Commission (or such other regulatory agency having jurisdiction), and a consistent with a separate Street Lighting Services Agreement. Private lighting requested and paid for by a third-party user to be within the Franchise Area must be in accordance with all applicable schedules and tariffs on file with the Washington Utilities and Transportation Commission (or such other regulatory agency having jurisdiction), and to the extent consistent with such schedules and tariffs, must comply with City ordinances, rules, regulations, and design and construction standards and will be subject to all applicable City permits.

Section 15. Recovery of Costs; Permit Fees.

15.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE as a result of this Franchise. However, as provided in RCW 35.21.860, the City may recover from PSE the actual

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administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to its payment of such administrative expenses, the City shall submit to PSE statements/billings which specify the amounts due. PSE shall make payment to the City in reimbursement of such expenses within thirty (30) calendar days of the receipt of such statements/billings. Failure by PSE to pay such amount within such thirty (30) calendar day time period shall constitute a failure to comply with the Franchise for the purposes of Section 16, Default, hereof. Additionally, the failure by PSE to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the thirtieth day.

15.2 With respect to the payment of permit fees, PSE shall comply with all applicable payment terms set forth in applicable codes, ordinances or permits of the City, including, without limitation, any such terms relating to the schedule for payment and the City's right to withhold permits or charge interest in connection with any payment default by PSE; provided, however, the City shall accept payment of such permit fees directly from contractors of PSE that perform work in the Franchise Area on behalf of PSE so long as PSE has notified the City in writing that the contractor is authorized to do so on PSE's behalf and PSE remains responsible for compliance with the terms of the permit.

Section 16. Default.

16.1 If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within thirty (30) calendar days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after the expiration of said thirty (30) calendar day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise. The parties expressly acknowledge and agree, however, that the forgoing rights and obligations of the parties are subject in all respects to excused performance based on a Force Majeure Event (as defined in Section 21.14).

16.2 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation by the other party of any provision of this Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages for such violations by the other party, or to seek and obtain judicial enforcement of the other party's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

Section 17. Nonexclusive Franchise.

17.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise.

This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 18. Franchise Term.

18.1 This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of the Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within sixty (60) calendar days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon PSE's request for an extension, this Franchise may be extended by the City, for one five (5) year extension, provided that PSE is in full compliance with the terms and conditions of the Franchise. In any such extension, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

18.2 Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one-hundred eighty (180) calendar days in advance of intent not to renew the Franchise.

Section 19. Insurance; Bond.

19.1 PSE shall maintain the following liability insurance coverages, insuring both PSE and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insured's against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE:

19.1.1 Commercial General Liability (CGL) insurance with limits not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death, property damage, and public liability.

19.1.2 Automobile liability for owned, non-owned and hired vehicles with a Combined Single Limit of three million dollars (\$3,000,000) for each accident.

19.1.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

19.2 The liability insurance described herein shall be maintained by PSE throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be included as an additional insured under PSE's Commercial General Liability insurance policy. There shall be no exclusion arising out of liability from explosion, or collapse.

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PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance and shall not contribute with it.

19.3 PSE shall provide the City with written notice of any policy cancellation within ten (10) business days of their receipt of such notice. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide evidence of a replacement policy. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

19.4 In lieu of the insurance requirements set forth in this Section 19, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance.

19.5 Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do surety business in the State of Washington in an amount reasonably established by the City based on the nature and scope of the work being performed (but not to exceed one-hundred thousand dollars (\$100,000.00)) to ensure the full and faithful performance by PSE of its obligations under this Franchise relating to its construction, installation, maintenance, and/or removal of Facilities in the Franchise Area and for restoration of the Franchise Area associated with such activities performed under this Franchise, or to reimburse the City for its direct costs associated with such restoration or removal activities. Such financial guarantee shall not be construed to limit PSE's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity. The bond shall be conditioned so that PSE shall restore or replace any defective work or materials discovered in the restoration of the Franchise Area discovered within a period of two (2) years from the inspection date of any such restoration. PSE may meet the obligations of this Section 19.5 with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

19.5.1 The City reserves the right to require additional bonding from PSE for PSE projects that have a restoration value for public infrastructure as determined by the City that exceeds the amount of the bond specified in 19.5 above.

Section 20. Assignment.

20.1 PSE shall not assign or transfer its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably

withheld or delayed. Prior to any assignment, the intended assignee shall, within thirty (30) calendar days of the proposed date of any assignment, file written notice of the intended assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written consent, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 21. Miscellaneous.

21.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid, or is held to be inapplicable to any person or circumstance, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, and its application to other persons and circumstances shall not be affected. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

21.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 9 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

21.2.1 references this Franchise; and

21.2.2 states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

21.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control, subject only to Section 22 with respect to any such tariff which is adopted after the date of this Franchise.

21.4 In connection with its performance of work under this Franchise, PSE shall, during the term of this Franchise, fully comply with all applicable equal employment or non-discrimination provisions and requirements of federal, state and local laws.

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21.5 During the term of this Franchise, each party shall notify and keep the other party apprised of its local address for the service of notices by mail. All notices and other communications given or required to be given under this Franchise shall be sent postage prepaid to such respective address and such notices shall be effective upon receipt. Any notice, order or other communication regarding any default or breach of this Franchise, or any resulting termination or revocation of this Franchise, must be sent under this Section 21.5 to the intended recipient by certified mail. The City and PSE may change their respective addresses by written notice to the other party at any time. As of the effective date of this Franchise:

PSE's notice address shall be:

Puget Sound Energy Inc.
6905 S 228th Street
Kent WA 98032
Attention: Municipal Liaison Manager

With a copy to:

Puget Sound Energy, Inc.
P.O. Box 90868
Bellevue, WA 98009-0868
Attention: General Counsel

The City's notice address shall be:

City of Auburn
Public Works
25 West Main Street
Auburn, WA 98001-4998
Attention: Public Works Director

21.6 During the term of this Franchise, PSE shall also provide the City (and maintain current) a written list showing the names and telephone numbers of the specific departments and (if applicable) individuals, including backup contacts if the first contact individual is not available or otherwise not there, within PSE that may be contacted by the City to identify and address problems and issues that arise under this Franchise. PSE shall ensure that the list includes contact information for addressing emergency support and technical support issues (with emergency support being available 24 hours per day), and shall ensure that the names and telephone numbers appearing on the list in those areas have the expertise and authority (or access to the same) needed to address the problem or issue promptly and effectively. PSE shall use all reasonable efforts to respond to requests from the City promptly, to work diligently with the City in resolving any problems or issues identified by the City, and to actively communicate with the City regarding each problem or issue from the time it is first identified by the City until the time it is resolved. PSE shall update the list as necessary (i.e., if changes in applicable contact individuals or contact information is changed) to ensure that it remains current and shall give written notice of the change to the City.

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21.7 PSE and the City shall, as reasonably requested by the other party from time to time, discuss and coordinate their activities with respect to construction which may affect the public rights of way in any manner in an effort to minimize public inconvenience, disruption or damages.

21.8 This Franchise shall be binding upon the parties hereto and their permitted successors and assigns.

21.9 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

21.10 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall the waiver by a party of any breach of any provision hereof by the other party be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

21.11 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Franchise shall be with the King County Superior Court, Regional Justice Center, Kent, Washington (or, if the Regional Justice Center is no longer in operation, such other local facility as is then operated by the King County Superior Court).

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

21.13 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties; provided, however, that nothing herein is intended to, or shall, alter, amend or supersede in any way City of Auburn Ordinance Number 3581, adopted January 2, 1991, under which the City Council granted a franchise to PSE's predecessor-in-interest, Washington Natural Gas Company, to construct, maintain, repair, renew and operate a gas distribution system (the "WNG Franchise"), and the WNG Franchise shall remain in full force and effect in accordance with its terms.

21.14 In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event or circumstance beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service; laws, regulations, rules or orders

Ordinance No. 6775

Franchise Agreement No. FRN20-0002

May 27, 2020

Page 15 of 19

of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

Section 22. Changes in Laws.

22.1 If, during the term of this Franchise, there becomes effective any change in federal or state law (including, but not limited to, a change in any tariff filed by PSE with the Washington Utilities & Transportation Commission) and such change:

22.1.1 specifically requires the City to enact a code or ordinance which conflicts or is inconsistent with any provision of this Franchise; or

22.1.2 results in a PSE tariff which conflicts or is inconsistent with any provision of this Franchise;

then, in such event, either party may, within ninety (90) calendar days of the effective date of such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by such change in federal or state law and neither party shall be obligated to reopen negotiations on any other term or condition of this Franchise. Within thirty (30) calendar days from and after the other party's receipt of written notice to so commence such negotiations, the parties shall, at a mutually agreeable time and place, commence such negotiations. The parties shall thereafter conduct such negotiations at reasonable times, in a reasonable manner, in good faith and with due regard to all pertinent facts and circumstances; provided, however, that (a) in the event the parties are unable, through negotiation, to reach mutual agreement upon terms and conditions of such amendment, then either party may, by written notice to the other, demand that the parties seek to arrive at such agreement through mediation or, if no such demand has previously been submitted, terminate this Franchise upon not less than ninety (90) calendar days prior written notice to the other party; and (b) pending such negotiations, mediation and/or termination, and except as to any portion thereof which is in conflict or inconsistent with such change in federal or state law, the Franchise shall remain in full force and effect. For purposes of this Section 22.1, the term "mediation" shall mean mediation at the local offices of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or, if JAMS shall cease to exist or cease to have a local office, mediation at the local offices of a similar organization. The parties may agree on a jurist from the JAMS panel. If they are unable to agree, JAMS will provide a list of the three available panel members and each party may strike one. The remaining panel member will serve as the mediator.

Section 23. Severability.

23.1 If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 24. Ratification.

24.1 Any act of the City consistent with the authority granted by the City prior to the effective date of this Ordinance is hereby ratified and affirmed by the City.

Section 25. Effective Date.

25.1 This Ordinance shall be effective on _____, 20__, having been: (i) introduced to the City Council not less than five days before its passage; (ii) first submitted to the City Attorney on _____, 20__; (iii) published at least five days prior to the above-referenced effective date and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the City of Auburn by a vote of at least five members of the City Council on _____, 20__.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

[illegible]

I, Shawn Campbell the duly qualified City Clerk of the City of Auburn, a Non-charter Code City, situated in the Counties of King and Pierce, State of Washington, certify that the foregoing is a full, true and correct copy of Ordinance No. 6775 an ordinance of the City of Auburn, entitled:

ORDINANCE NO. 6775

AN ORDINANCE granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of transmission, distribution and sale of electric energy for power, heat, light and any other purpose for which electric energy can be used.

I further certify that said Ordinance No. 6775 was: (i) introduced on the ____ day of _____, 20__; (ii) submitted to the City Attorney on ____ day of _____, 20__; (iii) published on the ____ day of _____, 20__, according to law; (iv) approved by a majority of the entire legislative body of the City of Auburn, at a regular meeting on ____ day of _____, 20__; and (v) approved and signed by the Mayor of the City of Auburn on the ____ day of _____, 20__.

WITNESS my hand and official seal of the City of Auburn, this ____ day of _____, 20__.

Shawn Campbell, MMC, City Clerk
City of Auburn, State of Washington

HONORABLE MAYOR AND CITY COUNCIL
CITY OF AUBURN, WASHINGTON

In the matter of the application	:	
of Puget Sound Energy, Inc., a	:	Franchise Ordinance No. 6775
Washington corporation, for a	:	
franchise to construct, operate	:	
and maintain facilities in, upon,	:	
over under, along, across and	:	
through the franchise area of the	:	ACCEPTANCE
City of Auburn, Washington	:	

WHEREAS, the City Council of the City of Auburn, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. 6775, bearing the date of _____, 20__; and

WHEREAS, a copy of the Ordinance granting the franchise was received by the Puget Sound Energy, Inc. on _____, 20__, from said City of Auburn, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, accepts said Ordinance and all the terms and conditions of the Franchise, and files this, its written acceptance, with the City of Auburn, King County, Washington.

Dated this _____ day of _____, 20__.

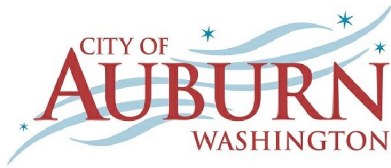
ATTEST:

PUGET SOUND ENERGY, INC.

By:_____

Copy received for City of Auburn on
_____, 20__

By:_____
City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5535 (Hinman)

Date:

July 22, 2020

Department:

Administration

Attachments:

[RES 5535 - King County River Protection](#)

[Easement](#)

[River Protection Easement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Adoption of Resolution No. 5535 authorizing the Mayor to convey a river protection easement to King County at no charge for the health, safety and welfare of the public

Background Summary:

King County has proposed to do revetment work along the Stuck River, more commonly known as the White River for flood related purposes. This work will be done in the areas of Game Farm Wilderness Park and Stuck River Drive SE.

Conveying of the River Protection Easement to King County provides the County with the rights to enter upon, construct, repair and maintain work related to the river revetment. The easement further provides King County the rights to stage equipment and/or construction materials within the easement area while doing work on the revetment.

Staff recommends conveyance of the easement at no charge to King County. The consideration being the health, safety and well-being of the public.

The County proposed work is being done under grading permit # GRA20-0013

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

Hinman

Meeting Date: August 3, 2020

Item Number:

RES.A

RESOLUTION NO. 5 5 3 5

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO GRANT AN EASEMENT TO KING
COUNTY ACROSS A PORTION OF GAME FARM
WILDERNESS PARK FOR RIVER PROTECTION
PURPOSES

WHEREAS, the City of Auburn owns Game Farm and Game Farm Wilderness Park (King County Parcel No. 292105-9069) which is located on either sides of the Stuck River, or more commonly referred to as the White River; and

WHEREAS, King County has identified areas within the Game Farm Wilderness Park that require the construction, reconstruction, repairing, monitoring, modifying and other related flood related works on the shoreline of the White River; and

WHEREAS, King County is in need of an easement from The City of Auburn in order to perform the flood related work; and

WHEREAS, City staff estimate that the monetary value of the easement being requested by King County is greater than \$25,000.00; and

WHEREAS, it is in the public's best interest, health, safety and well-being that the City of Auburn convey an easement across a portion of Game Farm Wilderness Park for access and other flood related work at no charge to King County,

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

Section 1. The Mayor is authorized to convey a River Protection Easement to King County for the purpose of flood related work, which easement shall be in substantial conformity to that attached as Exhibit A.

Section 2. The Mayor is authorized to take any administrative or procedural action necessary or appropriate 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 this _____ day of _____, 2020.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

AFTER RECORDING RETURN TO:

King County Water and Lands Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 600
Seattle, WA 98104

RIVER PROTECTION EASEMENT

Grantor: City of Auburn, a Municipal corporation of the State of Washington
Grantee: King County, a political subdivision of the State of Washington
Legal Description (abbreviated): Lot 2, City of Auburn LLA-0012, Rec. No. 20051019900001
Assessor's Tax Parcel ID#: portion of 292105-9069

For consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Auburn, the GRANTOR, owner in fee of that certain parcel of land (the "Property"), legally described as follows:

Lot 2, as shown on City of Auburn Lot Line Adjustment No. LLA-0012, recorded on October 19, 2005, under Recording Number 20051019900001, in King County, Washington.

hereby grants to KING COUNTY, a political subdivision of the State of Washington , its successors and assigns, agents and licensees (GRANTEE), a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including related staging and installing, inspecting, maintaining and removing all vegetation and any other appurtenances thereto across, in, under, on, over and upon those portions of the above described Property described in Exhibit "A" and further depicted in Exhibit "B" attached hereto ("Easement Area"), as long as no activity by Grantee on the Property is in conflict or interferes with wither Grantor's pedestrian trail or Project CP 1603, as described in the contract documents on file with Grantor.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Property for the purposes accessing the Easement Area and exercising the Grantee's rights as described herein.

Grantee acknowledges the location of a pedestrian trail, which is associated with Grantor's Wilderness Game Farm Park, within the Easement Area. Grantee will not construct any flood related

works within the footprint of the pedestrian trail or otherwise interfere with the use of the trail without the prior written approval of Grantor which Grantor may provide in its sole discretion.

Grantee also acknowledges Grantor project CP1603, the approximate location of which is depicted in Exhibit C, and that construction, maintenance, modifications and alterations for this project may have impacts on the river bank protection and flood related work of the Grantee. Grantor will work with Grantee to minimize and restore impacts to Grantee's river bank protection and flood related work where reasonable, but Grantor reserves the full rights and authority to perform any and all work necessary related to CP1603.

Unless related to project CP 1603 or the pedestrian trail, Grantor agrees not to, without prior approval from Grantee, 1) plant non-native vegetation; 2) remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed; and 3) undertake any activity or practice that interfere with the efficacy and design of flood protection works or other infrastructure installed by Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor or Grantee with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

If Grantee disturbs, damages or destroys any portion of the Property or any of the landscaping or improvements located therein during its exercise of its rights or the performance of its obligations under this River Protection Easement, Grantees shall, at their sole cost, promptly restore the same as nearly as possible to the condition it was in immediately before the disturbance, damage or destruction. However, Grantee's restoration obligations set forth in this paragraph shall not apply within the physical footprint of any flood protection works or other improvements installed by Grantee.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights.

This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapters 86.12 and 86.15 of the Revised Code of Washington, or as otherwise granted or provided for by law.

Grantor and Grantee shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the

negligent acts or omissions of the Grantor or Grantee, and their respective agents, officers, invitees and employees. Where such Claims result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. In the event that any of the parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible party to the extent of that party's negligence. Each of the parties agrees that its obligations under this indemnity extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

The scope of the foregoing indemnity does not apply to any acts or omissions related to, or arising from, the improvement, protection, regulation and control for flood prevention and navigation purposes of any river or its tributaries and the beds, banks and waters thereof. Nothing contained in this indemnity shall be construed as waiving any immunity to liability provided to Grantee by any state statute, including Chapters 86.12 and 86.15 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantee.

WITNESSETH that, the parties have hereunto set their hand and seals.

DATED this _____ day of _____, 2020.

GRANTOR: City of Auburn, a Municipal corporation
of the State of Washington.

BY: _____
Name: _____
Title: _____

GRANTEE: King County, a political subdivision
of the State of Washington.

BY: _____
Department of Natural Resources & Parks
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ of the Department of Natural Resources and Parks of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

EXHIBIT A

Project: 292105-9069 River Bank Protection Easement

Tax Parcel No. 292105-9069

Owner: City of Auburn

PARCEL DESCRIPTION:

Lot 2, as shown on City of Auburn Lot Line Adjustment No. LLA-0012, recorded on October 19, 2005, under

Recording Number 20051019900001, in King County, Washington.

30 FOOT RIVER BANK PROTECTION EASEMENT:

That portion of Lot 2, City of Auburn Lot Line Adjustment LLA05-0012, Recorded under Recording Number 20051019900001, Records of King County, Washington, lying within a strip of land 30.00 feet offset southeasterly of and parallel with the following described northwesterly easement boundary line defined as follows:

Commencing at the northwest corner of Government Lot 11, Section 29, Township 21N, Range 5E, WM, from which the west quarter corner of said Section 29 bears S 01°19'49" W, a distance of 1327.17 feet, also from which the northwest corner of said Section 29 bears N 01°19'31" E, a distance of 1327.01 feet; Thence S 88°45'35" E, a distance of 2613.70 feet along the north line of Government Lots 11, 5, and 6 all within said Section 29 to the northeast corner of said Lot 6;

Thence S 88°50'08" E, a distance of 1072.14 feet along the north line of Government Lots 7 and 9 within said Section 29 to a point on the top of the left bank levee of the White River, said point being the True Point of Beginning of the herein described northwesterly easement boundary line;

Thence southwesterly along said northwesterly easement boundary line through the following described courses:

Thence S 61° 27' 25" W, a distance of 95.73 feet;

Thence S 59° 51' 42" W, a distance of 326.67 feet;

Thence S 67° 06' 42" W, a distance of 107.89 feet;

Thence S 60° 03' 47" W, a distance of 216.95 feet;

Thence S 55° 43' 41" W, a distance of 109.83 feet;

Thence S 64° 14' 55" W, a distance of 106.87 feet;

Thence S 59° 14' 07" W, a distance of 112.00 feet;

Thence S 40° 43' 25" W, a distance of 57.73 feet;

Thence S 59° 30' 57" W, a distance of 36.63 feet;

Thence S 22° 42' 02" W, a distance of 94.08 feet;

Thence S 33° 10' 35" W, a distance of 201.06 feet;

Thence S 25° 06' 50" W, a distance of 126.40 feet;

Thence S 18° 49' 09" E, a distance of 8.94 feet;

Thence S 19° 13' 17" W, a distance of 69.98 feet;

Thence S 29° 56' 09" W, a distance of 85.30 feet;

Thence S 12° 31' 49" W, a distance of 65.19 feet to a point hereinafter referred to as Point "A";

Thence S 61° 54' 59" E, a distance of 36.47 feet;

Thence S 80° 29' 11" E, a distance of 11.50 feet;
Thence S 37° 32' 33" E, a distance of 36.19 feet;
Thence S 18° 52' 08" E, a distance of 31.44 feet;
Thence S 35° 36' 52" W, a distance of 30.77 feet;
Thence S 50° 51' 42" W, a distance of 49.84 feet;
Thence S 86° 41' 43" W, a distance of 60.74 feet;
Thence S 11° 09' 51" W, a distance of 111.98 feet;
Thence S 25° 28' 01" W, a distance of 51.83 feet;
Thence S 12° 54' 54" W, a distance of 90.66 feet;
Thence S 26° 37' 46" W, a distance of 181.79 feet;
Thence S 31° 40' 50" W, a distance of 184.98 feet;
Thence S 42° 28' 18" W, a distance of 64.50 feet;
Thence S 57° 08' 10" W, a distance of 36.06 feet;
Thence S 37° 04' 19" W, a distance of 90.69 feet;
Thence S 07° 09' 49" W, a distance of 13.30 feet;
Thence S 42° 12' 21" W, a distance of 22.69 feet;
Thence N 69° 55' 47" W, a distance of 13.46 feet;
Thence S 39° 19' 11" W, a distance of 117.88 feet;
Thence S 47° 00' 37" W, a distance of 89.37 feet;
Thence S 53° 51' 51" W, a distance of 188.56 feet;
Thence S 59° 37' 37" W, a distance of 182.68 feet;
Thence S 56° 12' 12" W, a distance of 94.47 feet;
Thence S 61° 26' 03" W, a distance of 42.07 feet to a point on the northwesterly margin of SE Stuck River Road and the terminus of the herein described northwesterly easement boundary line, from which the the west quarter corner of said Section 29 bears N 49°30'01" W, a distance of 1873.55 feet;

Together with that portion beginning at the aforementioned Point "A";

Thence S 25° 29' 41" W, a distance of 44.53 feet;
Thence S 40° 23' 49" E, a distance of 27.66 feet;
Thence S 78° 50' 00" E, a distance of 16.24 feet;
Thence N 20° 18' 55" E, a distance of 50.37 feet;
Thence N 61° 54' 59" W, a distance of 36.47 feet to said Point "A";

The southeasterly offset sidelines of said easement to be extended or shortened to meet at angle points and to close on the north line of said Government Lot 9 and the northwesterly margin of SE Stuck River Road.

Total Easement Area 107,208 square feet more or less.

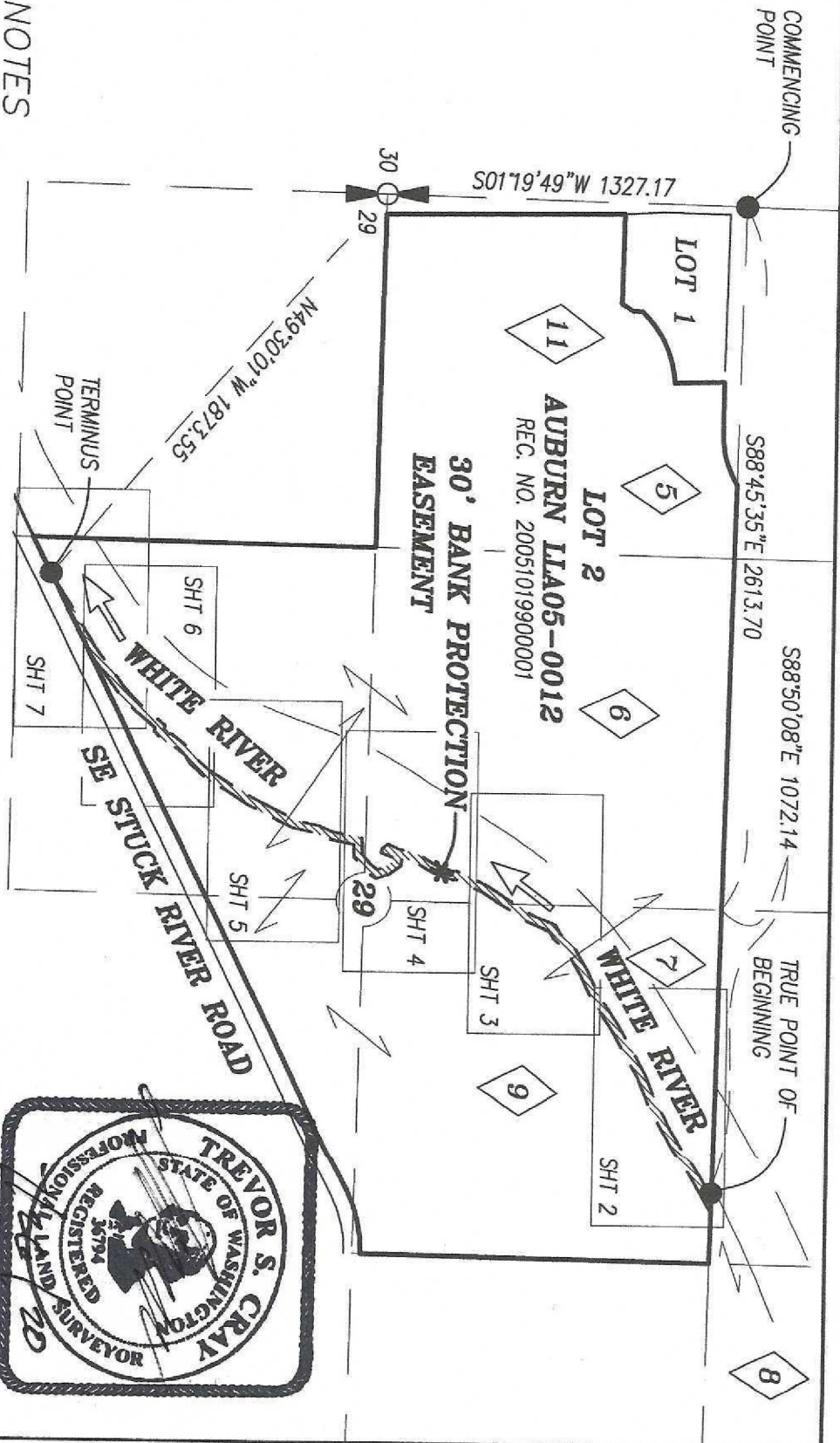
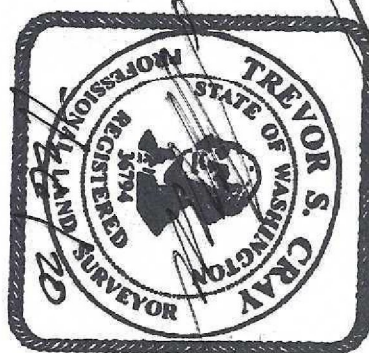


EXHIBIT B
MAP OF EASEMENT AREA

NOTES
1.) SEE WRITTEN DESCRIPTION FOR LEGAL AREA DEFINITION.

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION 206-477-1773 (OFFICE)
155 MONROE AVE NE • RENTON • WA • 98056

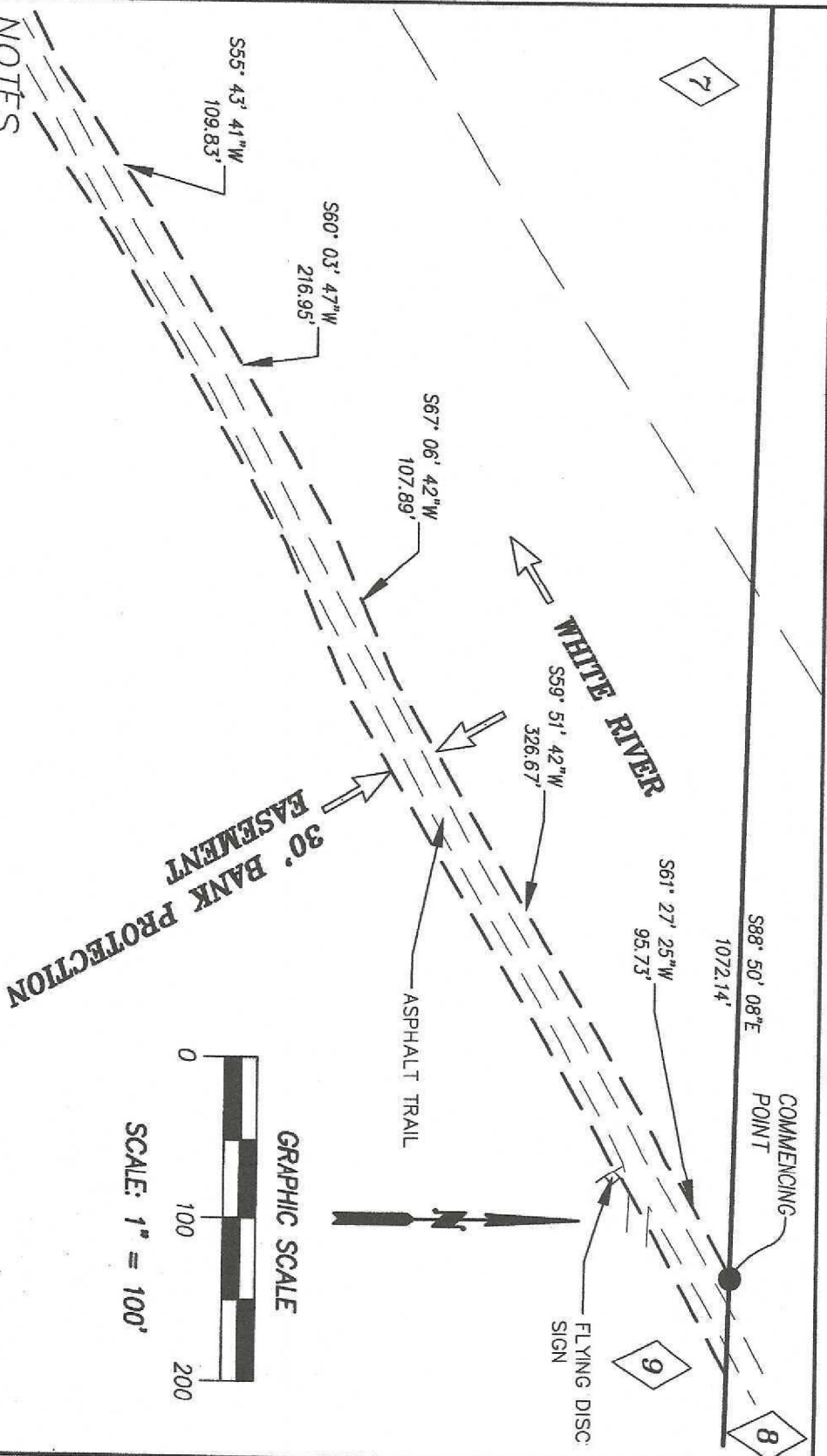
King County



EASEMENT EXHIBIT MAP

SEC. 29, T. 21N., R. 6E., W. 1M.

DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER	SCALE
JE	6/29/20	JE	7/24/20	J. EVANS	1"=600'
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SHT. NO.	
20045EXH.DWG	JML	FILE	20045	1 of 7	



1.) SEE WRITTEN DESCRIPTION FOR LEGAL AREA DEFINITION.

NOTES

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION 206-477-1773 (OFFICE)
 155 MONROE AVE NE • RENTON • WA • 98066

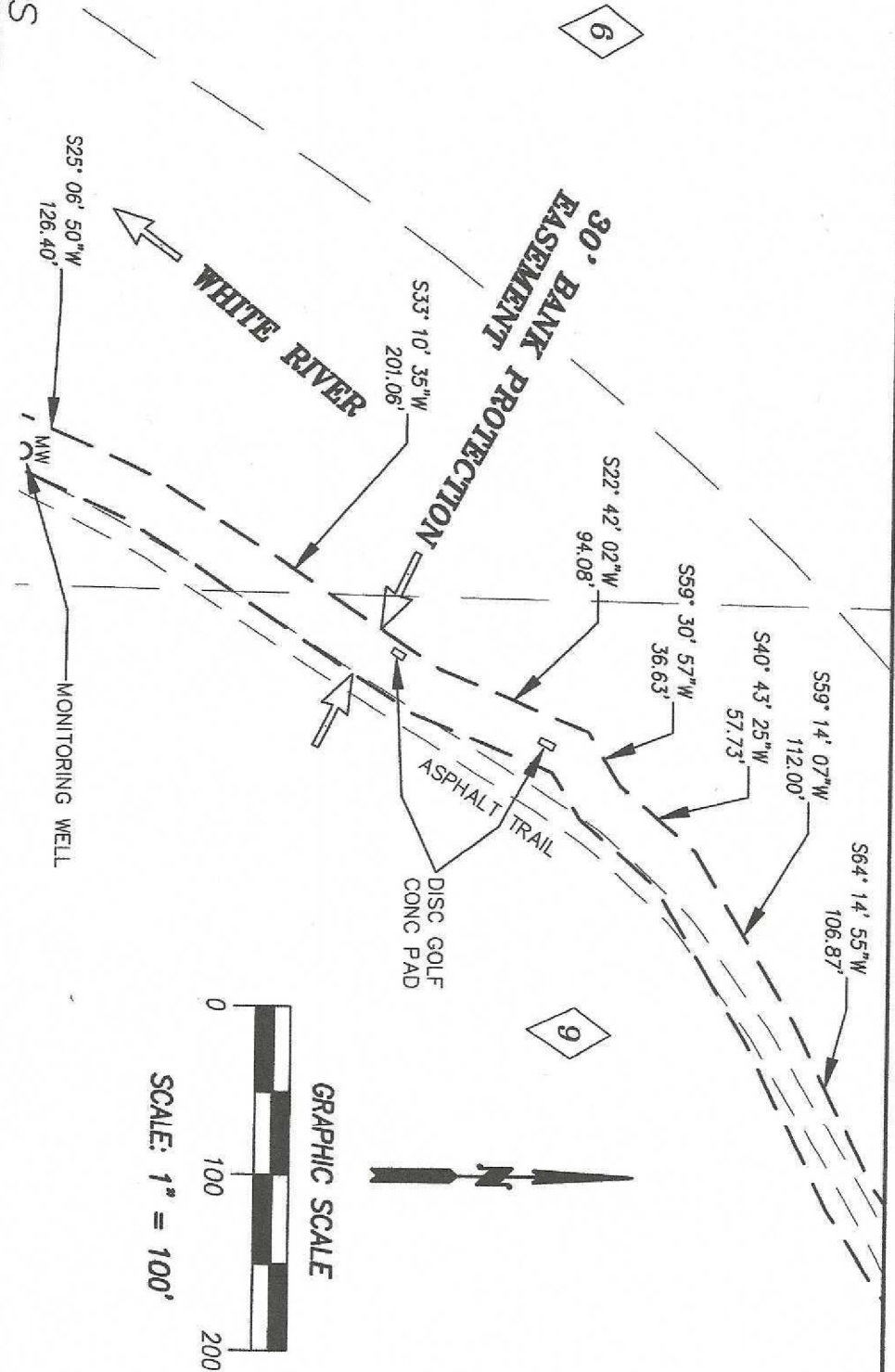
King County

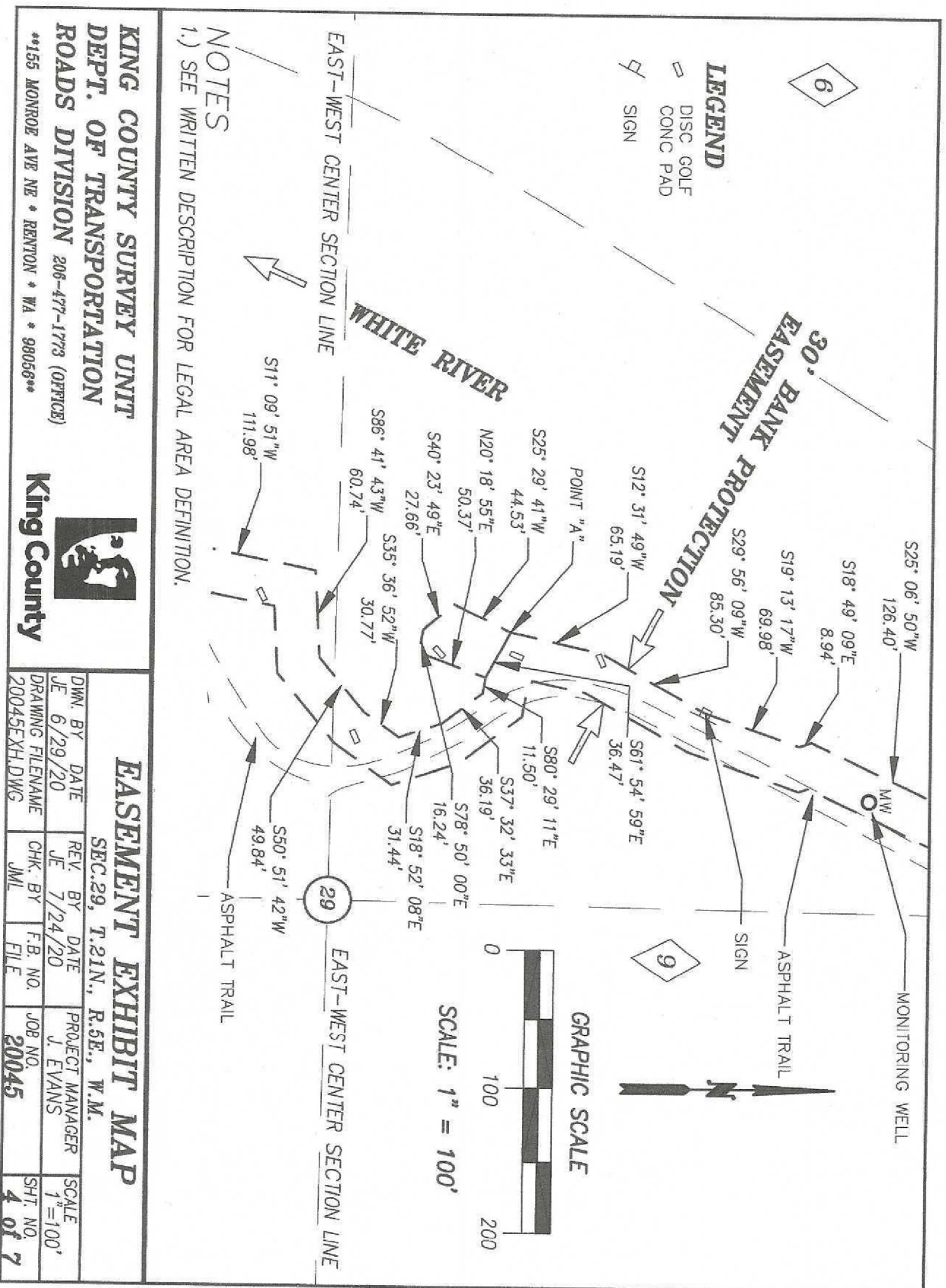
EASEMENT EXHIBIT MAP				
SEC. 29, T. 21N., R. 5E., W. 1M.				
DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER
J.E.	6/29/20			J. EVANS
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SCALE
20045EXH.DWG	JML	FILE	20045	1"=100'
				SHT. NO.
				2 of 7

**KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION** 206-477-1773 (OFFICE)
155 MONROE AVE NE • RENTON • WA • 98066

EASEMENT EXHIBIT MAP			
SEC. 29, T. 21N., R. 5E., W. 1M.			
DWN. BY	DATE	REV. BY	DATE
JE	6/29/20		
DRAWING FILENAME	CHK. BY	F.B. NO.	PROJECT MANAGER
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	FILE	JOB NO.	SCALE
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			SHT. NO.
			3 of 7

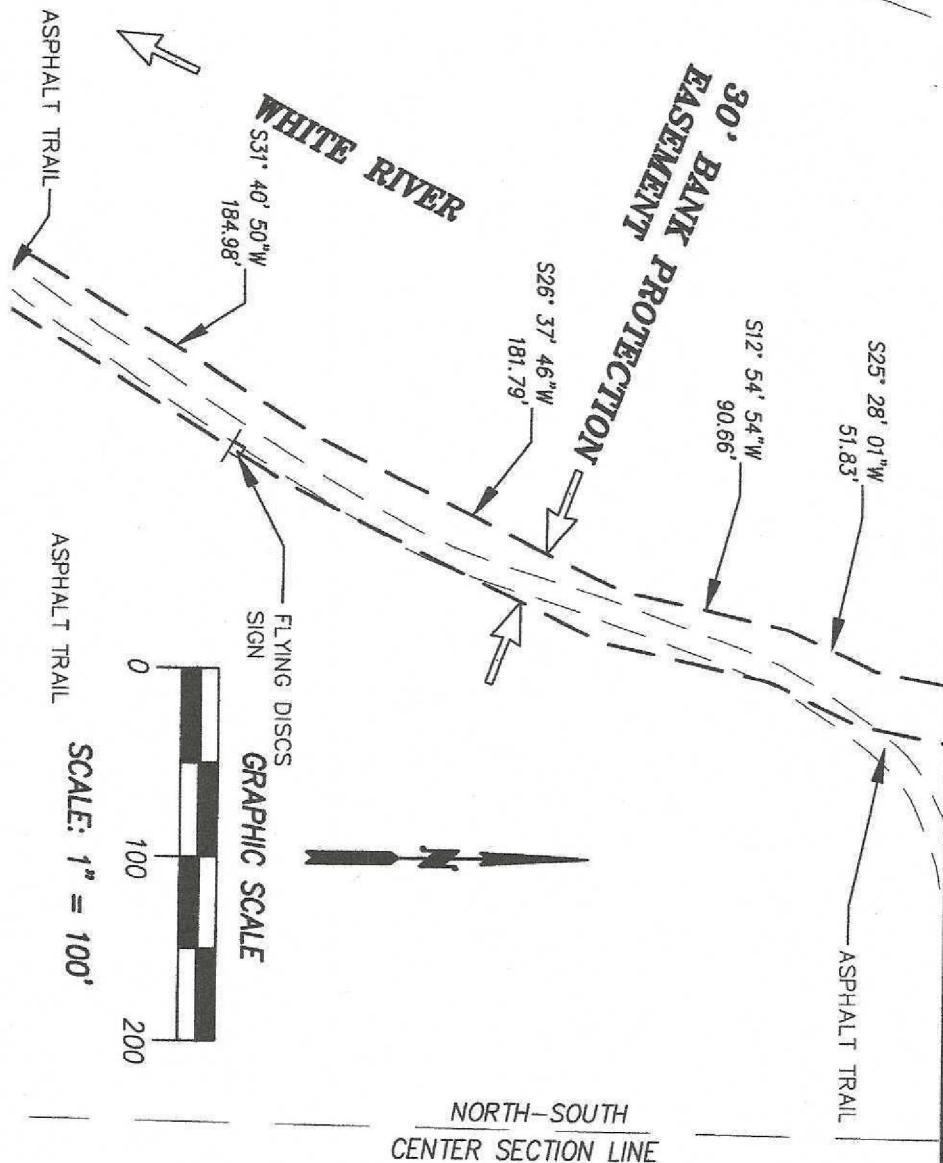
NOTES
1.) SEE WRITTEN DESCRIPTION FOR LEGAL AREA DEFINITION.





NOTES
1.) SEE WRITTEN DESCRIPTION FOR LEGAL AREA DEFINITION.

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION 206-477-1773 (OFFICE)
155 MONROE AVE NE • RENTON • WA • 98056



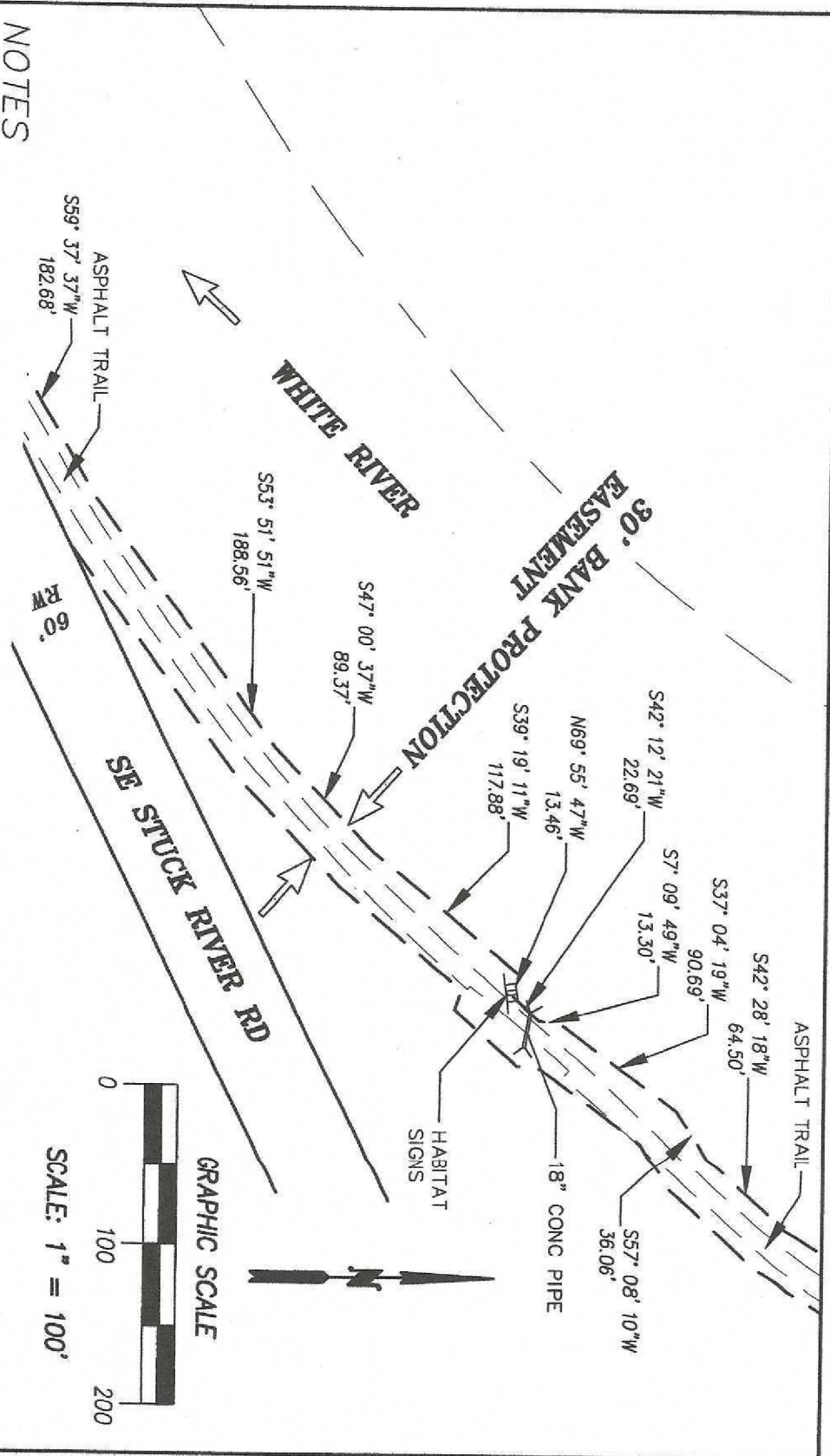
EASEMENT EXHIBIT MAP				
SEC. 29, T. 21N., R. 5E., W. M.				
DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER
JE	6/29/20			J. EVANS
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SCALE
20045EXH.DWG	JWL	FILE	20045	1"=100'
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				5 of 7

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION 206-477-1773 (OFFICE)
 155 MONROE AVE NE • RENTON • WA • 98056

King County

EASEMENT EXHIBIT MAP				
SEC.29, T.21N., R.5E., W.M.				
DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER
JE	6/29/20			J. EVANS
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SCALE
20045EXH.DWG	JML	FILE	20045	1"=100'
				SHT. NO.
				6 of 7

NOTES
 1.) SEE WRITTEN DESCRIPTION FOR LEGAL AREA DEFINITION.



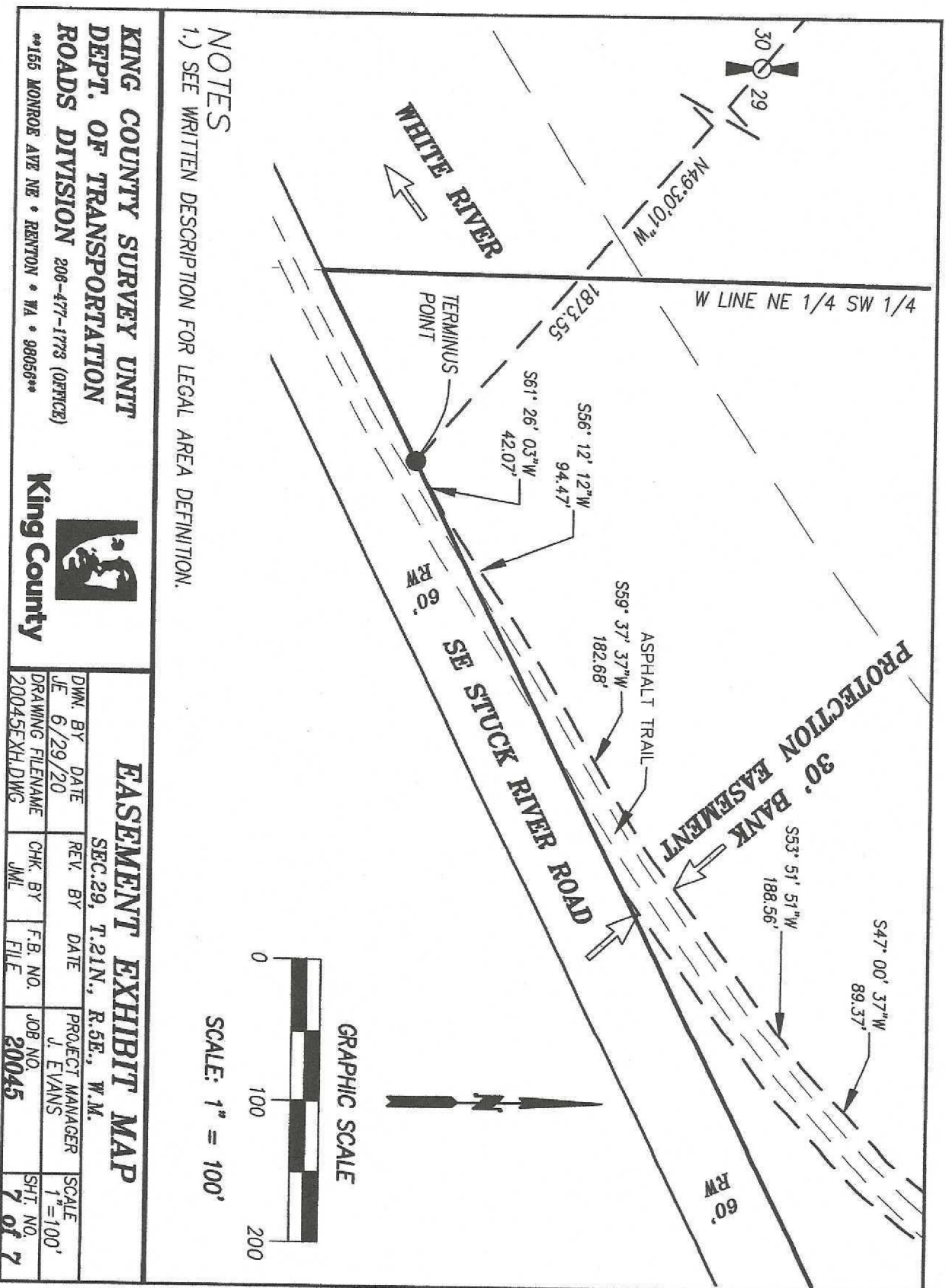


EXHIBIT C

APPROXIMATE LOCATION OF CP1603



Legend

- KC Parcels
-  EasementArea
-  Easement Parcel
-  River facilities

0 195 390 780 1,170 1,560 Feet





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5539 (O'Neil)

Date:

July 29, 2020

Department:

Police

Attachments:

[Resolution No. 5539](#)

[Amended and Restated Interlocal Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5539

Background Summary:

The Puget Sound Auto Theft Task Force (PSATT) is a multi-jurisdictional team of detectives who focus on the investigation and recovery of stolen vehicles. The task force includes detectives from area municipalities as well as a cadre of Washington State Patrol Detectives.

PSATT is funded by grants from the Washington Auto Theft Prevention Authority (WATPA). Departments are not required to supply a detective upon this agreement, the Auburn Police Department will only supply a detective to this position when staffing and operational needs are aligned.

This Amended and Restated Interlocal Cooperative Agreement ("Agreement") amends and restates the Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila for the Creation of the Puget Sound Auto Theft-Task Force, effective January 25, 2018, to add the Municipalities of Puyallup, Redmond, and the Port of Seattle to the Agreement.

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

O'Neil

Meeting Date: August 3, 2020

Item Number:

RES.B

RESOLUTION NO. 5539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE WASHINGTON STATE PATROL, PIERCE COUNTY SHERIFF'S OFFICE, KING COUNTY PROSECUTOR'S OFFICE, AND THE MUNICIPALITIES OF AUBURN, BONNEY LAKE, FEDERAL WAY, LAKEWOOD, TACOMA, AND TUKWILA FOR THE CREATION OF THE PUGET SOUND AUTO THEFT TASK-FORCE

WHEREAS, the City of Auburn, Washington, has been working with other jurisdictions in the Puget Sound area to address significant problems with auto theft; and

WHEREAS, in connection with auto theft enforcement, the City of Auburn joined with its neighboring jurisdictions in establishing a Puget Sound Auto Theft Task-Force; and

WHEREAS, it is appropriate, for the continued efficacy of this task force, to renew the Interlocal Cooperative Agreement between the member jurisdictions, identifying operational parameters and responsibilities applicable thereto.

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

Section 1. Adoption of Recommendations. The City Council hereby approves and adopts the Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila in substantial conformity with the Interlocal Cooperative

Agreement appended hereto, marked as Exhibit "A" , Incorporated herein by this reference.

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including extensions and renewals of the Interlocal Cooperative Agreement.

Section 3. Effective date. This Resolution shall take effect and be in force upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2020.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE WASHINGTON STATE PATROL, PIERCE COUNTY SHERIFF'S OFFICE, KING COUNTY PROSECUTOR'S OFFICE, AND THE MUNICIPALITIES OF AUBURN, BONNEY LAKE, FEDERAL WAY, LAKEWOOD, PUYALLUP, REDMOND, TACOMA, TUKWILA, AND THE PORT OF SEATTLE FOR THE CREATION AND MAINTENANCE OF THE PUGET SOUND AUTO THEFT TASK-FORCE.

This Amended and Restated Interlocal Cooperative Agreement ("Agreement") amends and restates the Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila for the Creation of the Puget Sound Auto Theft-Task Force, effective January 25, 2018, to add the Municipalities of Puyallup, Redmond, and the Port of Seattle to the Agreement.

I. PARTIES

The parties to this Agreement are the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Puyallup, Redmond, Tacoma, Tukwila, and the Port of Seattle, each of which is a state, county, or municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties to this Agreement wish to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to auto theft. This Agreement is intended to replace previously executed interlocal agreements that were established for the ACE and P.A.T.R.O.L. Auto Theft Task Forces related to the WATPA grant awards. This Agreement does not replace any previously executed interlocal agreements by the parties to provide backup law enforcement services. This team shall be referred to as the Puget Sound Auto Theft Task-Force. The parties do not intend to create through, this agreement, a separate legal entity subject to suit.

IV. FORMATION

There is hereby created a multi-jurisdictional team to be hereafter known as the Puget Sound Auto Theft Task-Force, by the parties (hereafter referred to as participating jurisdictions) to this Agreement.

V. STATEMENT OF PROBLEM

The Washington State Legislature has recognized that automobiles are an essential part of our everyday lives. The family car is typically the second largest investment a person owns, the theft of which causes a significant loss and inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate, meaningful, and proportionate penalties should be imposed on those who steal motor vehicles.

King County, Pierce County, and the municipalities therein have experienced an increase in urbanization and population densities resulting in an increase in crime associated with auto theft. This has stretched the resources of individual police department investigative units.

Historically, law enforcement efforts focused on auto theft have been predominately conducted by agencies working independently. A multi-jurisdictional effort to handle auto theft investigations has many benefits, including: the more effective use of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and improved information sharing. This results in improved services for all participating jurisdictions and increased safety for the communities they serve through improved auto theft prosecution.

VI. TASK FORCE OBJECTIVES

The assigned personnel from each participating jurisdiction will form the Puget Sound Auto Theft Task-Force, which will serve the combined service areas of all the participating jurisdictions. The Task Force may also provide assistance to other law enforcement agencies that are not participating jurisdictions pursuant to chapter 10.93 RCW.

The Task Force's objective is to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training to investigate and aid in the prosecution of prolific or organized auto theft crimes. The Task Force may respond as able, and as approved by the Task Force Supervisors or Commander, to requests for assistance by any participating jurisdiction or by other law enforcement agencies pursuant to chapter 10.93 RCW.

VII. DURATION AND TERMINATION

The term of this Agreement shall be one (1) year, effective upon its adoption and consistent with the Washington Auto Theft Prevention Authority (WATPA) grant period. This Agreement shall

automatically extend for consecutive one (1) year terms conditioned upon the receipt of funding through the WATPA grant process.

A participating jurisdiction may withdraw from this agreement by providing thirty (30) days' written notice of its withdrawal to the other participating jurisdictions. A participating jurisdiction's withdrawal prior to the WATPA grant's expiration will be ineligible for related grant funds beyond reimbursement for approved grant expenditures that accrued prior to the participating jurisdiction's withdrawal.

A majority vote of the Board may terminate the Task Force. Any vote for termination shall occur only when the Department Head, or his or her designee, of each participating jurisdiction was given reasonable advance notice of the meeting in which such vote is taken and reasonable advance notice that a vote to terminate the Task Force would be coming before the Board at the meeting.

The participating jurisdictions may completely terminate this agreement by mutual agreement in writing.

Termination of this Agreement or the withdrawal of a party shall not extinguish those obligations described in paragraph XVIII of this Agreement with respect to the withdrawing party as to any incident occurring before the withdrawal of the party. Those obligations described in paragraph XVIII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

VIII. GOVERNANCE

The City of Federal Way, through its Police Department, shall serve as the Lead Administrative Agency for purposes of this Agreement. The other participating agencies are sub-recipients. The Lead Administrative Agency shall be responsible for establishing proper accounting procedures, an audit-trail, and the collection and provision of required reports and statistics. Sub-recipients shall submit to the Lead Administrative Agency all bills for reimbursement to ensure that those bills comply with grant policies and regulations prior to the Lead Agency submitting all reimbursements together to WATPA for payment.

The Task Force shall be governed by an Executive Board ("Board") composed of one member from each participating jurisdiction that has at least one full-time employee assigned to the Task Force ("Board Member"). Each Department Head shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board Members, or their designees, appearing at the meeting where the decision is made. A quorum of the Board must be present for any vote to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may deem appropriate.

The Board shall meet quarterly, unless otherwise determined by the Board. Any Board Member may call extra meetings as appropriate. The presiding officer shall provide no less than forty-eight (48) hours' notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board Members to resolve any issues related to such emergency.

The Board may, at its discretion, adopt policies, regulations, and operational procedures that shall apply to Task Force operations. If adopted, the Task Force written policies, regulations, and operational procedures shall apply to all operations. Officers assigned to the Task Force remain employees of their employing agency and are subject to the policies of their employing agency. To the extent that the written policies, regulations, and operational procedures of the Task Force conflict with the written policies, regulations, and operational procedures of the individual jurisdictions, the Task Force members will adhere to the written policies, regulations, and procedures of their employing agency.

IX. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has occurred. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander to be the officer in charge of the local event. The Incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident.

X. TASK FORCE STAFF

Upon adoption of this Agreement, the staff listed below shall be assigned and serve at the pleasure of the Board. The Board shall have authority to determine which participating jurisdictions will contribute staff and shall have authority to approve of staff assigned by a party. The Board may change, eliminate, or add staff positions as deemed appropriate. The Board shall, to the best of its ability, determine which participating jurisdictions may provide staff for the various positions during the previous year's budget cycle. A staff member of the Task Force may be removed from his or her position for any reason by majority vote of the Board or by the chief/sheriff of his or her employing jurisdiction. All Task Force staff members shall be in good standing with their employing jurisdiction at all times during their service on the Task Force.

Commander: A Task Force Commander, with the rank of Commander or Captain (or command level equivalent) from his/her employing jurisdiction shall be appointed by the Board. The Commander shall act as the principal liaison between the Board and Task Force staff. The Commander shall operate under the direction of the presiding officer of the Board. The

Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, and challenges of the Task Force.

The Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the Task Force. The Commander shall be responsible for presenting any policies, regulations, and operational procedures and revisions for Board review and approval.

Task Force Supervisor: The Task Force shall have two (2) Supervisors with the rank of Sergeant or equivalent from their respective employing jurisdiction; one (1) supervisor position will be funded by WATPA and appointed by the Board, and one (1) non-WATPA-funded supervisor positions will be provided by the Washington State Patrol. The Task Force Supervisors shall act as the first level supervisors for the Task Force and shall report directly to the Commander.

Task Force Detective: The Task Force shall have seven (7) WATPA-funded detectives assigned from participating jurisdictions that are appointed by the Board and four (4) non-WATPA-funded detectives provided by WSP.

Crime Analyst: The Task Force shall have one (1) WATPA-funded crime analyst provided by one of the participating jurisdictions.

Prosecutor: The Task Force shall have one (1) prosecuting attorney provided by the King County Prosecutor's Office to provide direct access to legal support for improved communication and prosecution of auto theft cases investigated by the Task Force.

Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the employing jurisdiction, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the employing jurisdiction. Each participating jurisdiction will comply with all applicable employment laws and any applicable collective bargaining agreements or civil service rules and regulations.

XI. EQUIPMENT, TRAINING, AND BUDGET

Equipment, training, and eligible expenses will be paid by the Task Force as provided in the WATPA grant through the Lead Administrative Agency's finance department. A participating jurisdiction that incurs expenses not provided in the WATPA grant is responsible for those expenses. As provided in the WATPA grant, each participating jurisdiction shall provide a monthly expenditure invoice to the Lead Administrative Agency's finance department documenting those expenses that are eligible for reimbursement through the WATPA grant.

Each participating jurisdiction will provide a vehicle for each full-time Employee assigned by that participating jurisdiction to the Puget Sound Auto Theft Task-Force. The participating jurisdiction is responsible for maintenance of vehicles provided to its employees assigned to the

Task Force.

XII. OVERTIME

Overtime funds shall not exceed the amount budgeted in the WATPA grant award. A Task Force supervisor must pre-approve overtime expenditures. Overtime is eligible for reimbursement only if: (1) a Task Force supervisor authorized the overtime; (2) the overtime activity is specifically related to auto theft prevention efforts; and, (3) WATPA funds are available. When the budgeted overtime funds are depleted, no overtime expenditures will be authorized by the Puget Sound Auto Theft Task-Force or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted. The Task Force Policy Manual is a document that will describe the operational procedures for the task force. If the WATPA overtime funds are depleted, overtime incurred by a Task Force staff member shall be the responsibility of the employing jurisdiction.

XIII. REIMBURSEMENT OF FUNDS

Participating jurisdictions requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts monthly, and no more frequently than once each month, for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in the WATPA grant award. The participating jurisdiction is responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed.

WATPA will reimburse participating jurisdictions upon submittal of billing documentation, as outlined in the WATPA grant award. Requests for reimbursement for per diem (meal and travel expenditures) must be accompanied by an itemized receipt detailing the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in the WATPA grant award. Any cost above and beyond the award limit will be the responsibility of the employing jurisdiction.

XIV. RECORDS

Each party shall maintain records related to the Puget Sound Auto Theft Task-Force in conformance with the Washington State Secretary of State's records retention schedule or the participating jurisdiction's unique records retention schedule (so long as such unique retention schedule meets or exceeds the requirements of state law). All records kept by a participating jurisdiction shall be available for full inspection and copying by any other participating jurisdiction.

Records related to the Puget Sound Auto Theft Task-Force include but are not limited to bi-annual WATPA reporting, invoices, and requests for reimbursement along with supporting documentation.

Any party that receives a Public Records Act request for records related to the Puget Sound Auto Theft Task-Force shall notify within two business-days every other participating jurisdiction to this Agreement of the request. All participating jurisdictions will search their records to locate and produce responsive documents.

Criminal investigation reports generated by the Puget Sound Auto Theft Task-Force will be maintained in the records systems of the employing jurisdiction of the primary Task Force staff member who created the report. The primary investigator of an incident or case may include in his or her report supplemental reports that are also filed with another agency by Task Force members.

XV. POLITICAL ACTIVITIES PROHIBITED

No government funds, including WATPA award funds, may be used for or against ballot measures or the candidacy of any person for public office.

XVI. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of this Agreement, any assets acquired by the Puget Sound Auto Theft Task-Force with grant funds shall be distributed by the Board upon a majority vote of all Board members or their designees.

XVII. PRESS RELEASES

All press releases related to Puget Sound Auto Theft Task-Force activity must be authorized by the Task Force Commander, who will coordinate the press release with the police agencies in whose jurisdictions the incident has taken place. In the event that a press release is associated with a public service announcement or public outreach efforts, the Task Force Commander will coordinate the press release with the Board.

XVIII. LIABILITY AND INDEMNIFICATION

The Task Force staff assigned by the employing jurisdiction shall continue under the employment of that jurisdiction for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each participating jurisdiction agrees to hold harmless, defend, and indemnify the other participating jurisdictions in the Task Force in any action arising from the negligence of the employees of that jurisdiction including all costs of defense including attorney's fees.

- A. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. In the event a jurisdiction does not agree to joint representation, that jurisdiction shall be solely responsible for all attorney

fees accrued for its individual representation or defense. The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions. Cooperation includes, but is not limited to, providing all documentation requested and making Task Force members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

B. Insurance. Each participating jurisdiction shall maintain adequate insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this Agreement shall not relieve any participating jurisdiction from its obligations under this Agreement.

XIX. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of its conduct in support of Task Force operations, that jurisdiction shall promptly notify the other participating jurisdictions of the claim or lawsuit. Any documentation, including the claim or legal complaints, shall be provided to each participating jurisdiction within ten (10) days.

XX. PRE-CLAIM FILING REQUIREMENTS

Section XIX of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapters 4.92 and 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapters 4.92 and 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the state or federal Rules of Civil Procedure or the Revised Code of Washington.

XXI. WRITTEN CONSENT TO ENFORCE TRAFFIC AND CRIMINAL LAWS

Pursuant to Chapter 10.93 RCW, this Agreement shall constitute the prior written consent of each sheriff or police chief of each participating jurisdiction to permit the officers of any participating jurisdiction to enforce traffic or criminal laws in any of the participating jurisdictions in pursuit of the purpose of this Agreement.

XXII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all parties and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with this section.

XXIII. FILING

Upon execution, this Agreement shall be filed with the city clerks of the respective participating municipalities and such other governmental agencies as may be required by law, and each jurisdiction shall, pursuant to RCW 39.34.040, list this Agreement by subject on its official website.

XXIV. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXV. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative, and upon a successful grant award by WATPA for the July 2019 through June 2021 WATPA grant cycle. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this agreement on behalf of the participating jurisdiction, and the participating jurisdiction agrees to the terms of the Agreement.

[Signature Pages Follow]

Date

City Attorney, City of Auburn

Date

Date _____

City Attorney, City of Bonney Lake

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

_____ John Palmer Mayor, City of Puyallup	Date	_____ Joseph Beck City Attorney, City of Puyallup	Date
_____ Mary Winter City Clerk, City of Puyallup	Date		
_____ John Marchione Mayor, City of Redmond	Date	_____ City Attorney, City of Redmond	Date
_____ Michelle Hart City Clerk, City of Redmond	Date		
_____ Elizabeth Pauli City Manager, City of Tacoma	Date	_____ City Attorney, City of Tacoma	Date
_____ Doris Sorum City Clerk, City of Tacoma	Date		
_____ Allan Ekberg Mayor, City of Tukwila	Date	_____ Rachel Turpin City Attorney, City of Tukwila	Date
_____ Christy O’Flaherty City Clerk, City of Tukwila	Date		

_____	_____
Paul Pastor	Date
Sheriff, Pierce County	Clerk, Pierce County
_____	_____
John R. Batiste	Date
Chief, Washington State Patrol	
_____	_____
Daniel T. Satterberg	Date
Prosecutor, King County Prosecutor's Office	
_____	_____
Steve Metruck	Date
Executive Director, Port of Seattle	Traci Goodwin
	Sr. Port Counsel
	Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No.5540 (O'Neil)

Date:

July 29, 2020

Department:

Police

Attachments:

[Resolution No. 5540](#)

[Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Adopt Resolution No. 5540

Background Summary:

The King County Sheriff's Office (KCSO) seeks Auburn Police Department (APD) assistance in verifying address and residency requirements for registered sex offenders within Auburn. APD is willing to furnish this assistance, and may incur additional personnel and related expenses in doing so. KCSO is willing to reimburse APD for its additional expenses in providing the assistance through claim reimbursement procedures outlined in the attached Cost Reimbursement Agreement.

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

O'Neil

Meeting Date: August 3, 2020

Item Number:

RES.C

RESOLUTION NO. 5540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CHIEF OF POLICE TO ENTER AN INTERLOCAL AGREEMENT WITH THE KING COUNTY SHERIFF'S OFFICE

WHEREAS, RCW 9A.44.130(1) requires King County residents convicted of sex and/or kidnapping offenses (RSOs) to register their address with the King County Sheriff's Office (KCSO);

WHEREAS, the KCSO seeks the assistance of the Auburn Police Department (APD) in making direct contact with Auburn RSOs to verify their addresses and residencies and to ensure their compliance with RCW 9A.44.130(1).

WHEREAS, APD desires to provide such assistance to improve public safety within Auburn and throughout the greater King County area;

WHEREAS, in undertaking this assistance, APD may expend costs to include personnel overtime costs and related expenses;

WHEREAS, KCSO is willing to reimburse APD for such costs, and has established procedures and parameters to do so within the Cost Reimbursement Agreement attached as Exhibit A to this resolution;

WHEREAS, RCW 39.34.030(2) and ACC 3.10.020 require a resolution of Council to make the Agreement attached as Exhibit A effective between the parties;

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

Section 1. The Chief of Police is authorized to sign the Cost Reimbursement Agreement attached as Exhibit A to this Resolution;

Section 2. The Chief of Police 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: August 3, 2020

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Cost Reimbursement Agreement

Executed By

King County Sheriff's Office, a department of
King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:

Mitzi Johanknecht, Sheriff
King County Sheriff's Office
W-150 King County Courthouse
516 Third Avenue
Seattle, WA 98104

and

Auburn Police Department, a department of the City of Auburn, hereinafter referred to as
"Contractor,"

Department Authorized Representative:

Daniel O'Neil, Chief of Police
340 E. Main Street
Suite 201
Auburn, WA 98002

WHEREAS, KCSO and Contractor have mutually agreed to work together for the purpose of verifying the address and residency of registered sex and kidnapping offenders; and

WHEREAS, the goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis by Contractor in King County neighborhoods; and

WHEREAS, as part of this coordinated effort, Contractor will increase immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction, and

WHEREAS, KCSO is the recipient of a Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program grant through the Washington Association of Sheriffs and Police Chiefs for this purpose, and

WHEREAS, KCSO will oversee efforts undertaken by program participants in King County;

NOW THEREFORE, the parties hereto agree as follows:

Cost Reimbursement Agreement

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program funding to reimburse for expenditures associated with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

ARTICLE I. TERM OF AGREEMENT

The term of this Cost Reimbursement Agreement shall commence on July 1, 2020 and shall end on June 30, 2021 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II. DESCRIPTION OF SERVICES

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

ARTICLE III. REPORTING

Two reports are required in order to receive reimbursement for grant-related expenditures. Both forms are included as exhibits to this agreement. "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact. "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact. Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

Original signed report forms are to be submitted by the 5th of the month following the end of the quarter. The first report is due October 5, 2020.

Quarterly progress reports shall be delivered to

Attn: Tina Keller, Project Manager
King County Sheriff's Office
500 Fourth Avenue, Suite 200

Cost Reimbursement Agreement

M/S ADM-SO-0200
Seattle, WA 98104

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

ARTICLE IV. REIMBURSEMENT

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10th of the month following the billing period.

Please note the following terms will be adhered to for the 2020-2021 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's time would be compensated in the absence of this agreement.

Each request for reimbursement will include the name, rank, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and
2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and
3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction

Cost Reimbursement Agreement

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase, 2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Tina Keller, Project Manager
King County Sheriff's Office
500 Fourth Avenue, Suite 200
Seattle, WA 98104

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Eighteen Thousand Six Hundred Ninety One Dollars and Forty Eight Cents (\$18,691.48). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2021 to be payable.

ARTICLE V. WITNESS STATEMENTS

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE IX. INSURANCE

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

Cost Reimbursement Agreement

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

ARTICLE X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

ARTICLE XI. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

Auburn Police Department

**KING COUNTY SHERIFF'S
OFFICE**

Daniel O'Neil, Chief of Police

Mitzi Johanknecht, Sheriff

Date

Date