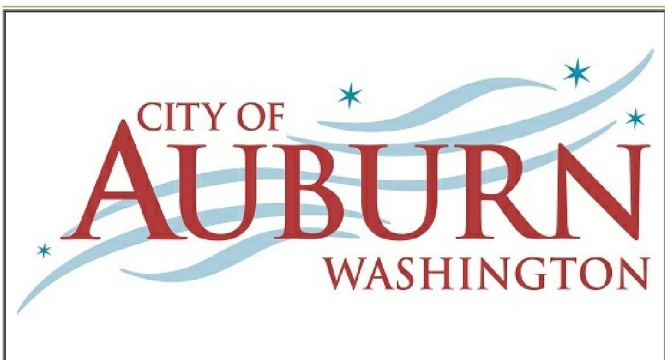


	City Council Meeting April 20, 2020 - 7:00 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **Virtual Participation Link**

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, April 20, 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. All meetings will be held virtually and telephonically.

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

When: April 20, 2020 07:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://zoom.us/j/96087631468>

Or iPhone one-tap :

US: +13462487799,,96087631468#

Or Telephone:

Dial 253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 960 8763 1468

International numbers available: <https://zoom.us/j/96087631468>

A. **Pledge of Allegiance**

B. **Roll Call**

III. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

A. Floodplain Management Overview (Tate)

Presentation of the City's floodplain management program, maps and regulations

IV. AGENDA MODIFICATIONS

V. NEW BUSINESS

VI. 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 wishing to speak during a public hearing or public comments are asked to raise their hand within the Zoom program (on the phone it is *9) to indicate they would like to speak for public comment or a public hearing, if applicable. If you are unable to raise your hand, at the end of the virtual public comment period the Mayor will open all lines and ask for additional comments. You will then be asked to state your name and address for the record and be given three minutes to speak.

Participants can alternatively submit written comments to scampbell@auburnwa.gov. 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.

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

VII. 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)

VIII. 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 April 6, 2020 Regular Council Meeting

B. Minutes of the April 13, 2020 Study Session

C. Claim Vouchers (Thomas)

Claim vouchers list dated April 20, 2020 which includes voucher numbers 458028 through 458258 in the amount of \$4,201,253.18 and four wire transfers in the amount of \$507,740.59

D. Payroll Vouchers (Thomas)

Payroll check numbers 538897 through 538906 in the amount of \$233,358.86 and electronic deposit transmissions in the amount of \$2,061,801.54 for a grand total of

\$2,295,160.40 for the period covering April 1, 2020 to April 13, 2020

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

IX. UNFINISHED BUSINESS

X. ORDINANCES

A. Ordinance No. 6768 (Thomas)

An Ordinance amending Section 13.24.060 relating to applications for reduced utility rates and setting forth an automatic expiration date of August 1, 2020

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6768.)

B. Ordinance No. 6773 (O'Neil)

An Ordinance temporarily suspending Auburn City Code 6.01.110 requiring spaying and neutering of impounded animals that are adopted during the COVID-19 pandemic

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6773.)

XI. RESOLUTIONS

A. Resolution No. 5510 (O'Neil)

A Resolution authorizing the Mayor to execute an Interlocal Agreement for the Puget Sound Emergency Radio Network System (PSERN)

(RECOMMENDED ACTION: Move to adopt Resolution No. 5510.)

B. Resolution No. 5511 (Hinman)

A Resolution authorizing the adoption of the 2020 King County Regional Hazard Mitigation Plan including the City of Auburn plan annex

(RECOMMENDED ACTION: Move to adopt Resolution No. 5511.)

XII. MAYOR AND COUNCILMEMBER REPORTS

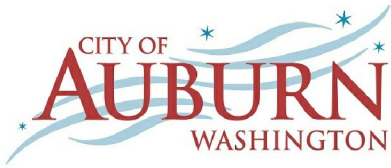
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XIII. 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:

Floodplain Management Overview (Tate)

Date:

April 14, 2020

Department:

Community Development

Attachments:

[Floodplain Code update - Memo to City Council](#)

[Floodplain Code Power Point Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:**

See Memorandum

Reviewed by Council Committees:

Councilmember: Brown

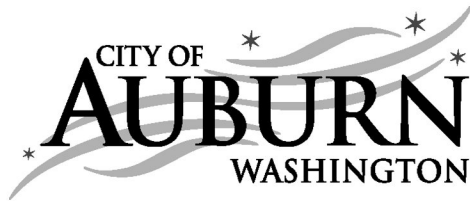
Staff:

Tate

Meeting Date: April 20, 2020

Item Number:

AN.1



MEMORANDUM

TO: City Council Members

FROM: Steven Sturza, PE, CFM, Development Engineer Manager,
Department of Community Development

DATE: April 20th, 2020

SUBJECT: Introduction to Floodplain Development Code Periodic Update

PURPOSE

Provide City Council with information regarding policy updates to the City's Floodplain Development Code adopted in 2010 to comply with the current requirements set by the National Marine Fisheries Services' (NMFS) Biological Opinion, the National Flood Insurance Program (NFIP) in Western Washington, and Federal Emergency Management Agency (FEMA).

BACKGROUND

The City of Auburn is a participating community in the National Flood Insurance Program (NFIP). In 2010, the NMFS issued a Biological Opinion (referred to in this memo as the "Bi-Op") which concluded that continued implementation of the NFIP in the Puget Sound (Western Washington) region adversely affects the habitat of certain threatened and endangered species listed under the federal Endangered Species Act (ESA). The Bi-Op required changes to the way the NFIP is implemented in order to meet the requirements of the Endangered Species Act (ESA).

In 2010, a model floodplain management ordinance was published by FEMA. FEMA developed the model ordinance to provide NFIP communities with model language that could be adopted as part of a community's local land use and building regulatory codes to address the requirements of the Bi-Op. FEMA requires each NFIP community to select one of the following three approaches for implementation of the Bi- Op requirements, referred to as the "Three Doors Approach":

- Door #1: Adoption of the provisions of the FEMA model ordinance (programmatic approach);
- Door #2: Checklist (community by community approach); and
- Door #3: Permit by Permit Compliance (project by project approach)

In April 2010, the Auburn City Council adopted Ordinance No. 6295 which accepted the Planning Commission's recommendation to incorporate the provisions of the FEMA model ordinance into the City's Flood Hazard Area regulations (Chapter 15.68 ACC), and adopting a

revised Regulatory Floodplain Map. The ordinance also amended sections of City Code chapters 14.03, 16.10, 17.04, 17.09, 17.14, and 18.70.

The City's amended Flood Hazard Area regulations were approved by FEMA on September 21, 2011, recognizing the City as a 'Door 1' community and providing the City with coverage under the Endangered Species Act for its floodplain management activities.

In December 2013, FEMA issued an updated Model Ordinance for regulating floodplain development. In December 2019, Department of Ecology issued another updated Model Ordinance for regulating floodplain development. City staff has been waiting to update the code to coordinate with the updated Federal Insurance Rate Maps (FIRM) that are being issued by FEMA. As anticipated FEMA contacted the City of Auburn to update our FIRM references on February, 19th 2020 and have until August 19th, 2020 to make the update. City staff has prepared updates to ACC, Chapter 15.68 to include the changes from the Model Ordinance to be consistent with City standards/practices.

City staff routed the City's updated ACC, Chapter 15.68 to FEMA and Department of Ecology's (DOE) NFIP State Coordinator, David Radabaugh in 2019 for review and input to ensure it meets current standards. Between March 3rd and March 30th of 2020 additional comments were provided by David Radabaugh. These additional comments from DOE were provided in response to the February, 19th, 2020 Letter of Determination from FEMA directing City of Auburn to update our floodplain code and adopt the new flood insurance studies that have been under review for the past 13-years.

STAFF PROPOSED UPDATES

Based on Staff's implementation of the Floodplain Development Code over the years, the Model Ordinance for the Puget Sound Region, and required changes from DOE, below are the substantive changes to ACC, Chapter 15.68:

- Reorganize ACC, Chapter 15.68 to correspond to the layout of the latest FEMA Model Ordinance for the Puget Sound Region. The changes that are transmitted under cover of this memo look extensive because of the amount of strikethrough and underline, however much of that is due to relocating existing adopted code language from one place to another. In other words, underlined language may not be new and may instead reflect a change in the organizational structure of the code. For this reason, staff is identifying this bulleted list of substantive changes.
- Update the definitions section to have the latest definitions per NFIP, NMFS, FEMA, DOE and City of Auburn. This comes from the latest Model Ordinance and current correspondence with FEMA and DOE.
- Definition of area to be regulated for floodplain development (see further discussion below)
- Designation of the Channel Migration Area (see further discussion below)
- Remove most of the permit application submittal criteria from ACC, Chapter 15.68 and include it in the floodplain development permit application only. Some basic permit application submittal criteria is required in the code per DOE.
- Information already provided in ACC 18.70.025 for variances is removed to avoid redundancy and some additional variance criteria was added.
- Establishing a minimum setback for structures of 15 feet from the 'Protected Area', or if not met, a habitat assessment is required.

- Remove a date for assessing cumulative improvements.
- Increasing the requirements for what is to be addressed in Habitat Mitigation Plans prepared for developments located outside of the Protected Area (Note: Does not change the requirement of whether or not to prepare a Habitat Mitigation Plan).
- Update the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) reference dates to be August 19, 2020 for King County and March 7, 2017 for Pierce County Areas.
- A new section for Notification to Other Entities was added
- A new section for Standard for Shallow Flooding Areas (AO Zones) was added

Key Ordinance Change No. 1 - Area to be Regulated

In the 2010 Model Ordinance used by the City for development of its current regulations, the area specified to be regulated is the Special Flood Hazard Area (SFHA) and all 'Protected Areas'. The 2013 revised Model Ordinance specifies that the area to be regulated is the SFHA (inclusive of any 'Protected Areas' that are located within the extent of the SFHA) and removes the reference to "Protected Areas".

Protected Areas include the Riparian Habitat Zone (RHZ), any mapped Channel Migration Area (CMAs), and the FEMA-designated floodway. The RHZ is a dimensioned zone adjacent to rivers and streams located within the SFHA, and varies in width from 150 feet to 250 on each side of the river or stream's Ordinary High Water Mark (OHWM). In a number of cases in Auburn, the extent of the RHZ reaches beyond the SFHA that the river or stream is located within, resulting in a regulated area that includes the SFHA and the additional area of the RHZ that occurs outside of the SFHA in which that reach of river or stream is located within. One significant area where this occurs is along the western shoreline of the Green River, where there are urban densities of existing single-family and multi-family residences. In a number of cases, these RHZ areas outside of the SFHA are also located behind existing levees, or at elevations that are not expected to experience flooding during the base flood (also referred to as the "100-year" or "1% annual recurrence probability" flood).

While the primary purpose of regulating this RHZ area outside of the SFHA is to protect or preserve critical floodplain habitat for federally-listed threatened and endangered species, many of these areas have previously been heavily developed, and consist of structures, paved or other impervious surfaces, and urban landscaping, and consequently offer little habitat value to aquatic species.

Auburn also has a mapped CMA for the Green River that is presently included as part of its regulatory floodplain as required by the original (2010) Model Ordinance. Similar to the RHZ, the CMA also extends beyond the SFHA area in a number of areas within the City, and in many cases portions of this area are also located behind existing levees.

The third element of the Protected Area, the FEMA-designated floodway, is in all cases located within the FEMA-designated SFHA and therefore does result in any additional areas for floodplain regulation beyond the SFHA under the City's current regulations.

City staff recommends revising the regulatory floodplain to include the SFHA and the Protected Area as it occurs within the SFHA, unless the area is undeveloped with predominately native vegetation that have benefits to endangered species, in which case the regulations for riparian habitat zones shall apply and be included in the regulatory floodplain. This so that existing built

out areas are not exposed to development requirements that don't make sense when they are expanding or modifying a development. The intent is to apply the critical area and floodplain regulations to areas where it matters most and to not require habitat protection plans or other types of efforts in already built out areas.

Key Ordinance Change No. 2 - Designation of Channel Migration Area

The 2010 Model Ordinance required CMAs to be delineated as part of the regulatory floodplain map, in any areas where channel migration areas had previously been mapped and adopted for local regulatory purposes, with the addition of 50 feet. It further specified that if there was no adopted channel migration area map for a water body, that there was no requirement to prepare a new delineation of a CMA for floodplain regulatory purposes.

The 2013 revised Model Ordinance specifies that where a channel migration area has not been mapped/adopted by the community, that a floodplain permit applicant shall either designate the entire SFHA as the channel migration area, or conduct a study to identify the channel migration area in accordance with FEMA's Regional Guidance for Hydrologic and Hydraulic Studies. The revised Model Ordinance also specifies that the floodplain administrator shall use the most restrictive data available for determining the channel migration area.

At the time of the City's 2010 flood hazard area amendments, the only established mapped channel migration area in Auburn was associated with the Green River (identified by a 1993 King County channel migration study). As a result, the only CMA that is designated on the City's current regulatory floodplain map is the Green River CMA. A channel migration area has not yet been mapped for the White River or Mill Creek, and there is therefore no CMA designated or required to be evaluated for development applications in the SFHA for these water bodies.

The revised Model Ordinance requires that for any floodplain permit application for development located within the SFHA where a CMA has not yet been mapped (White River SFHA, Mill Creek SFHA, and portions of Green River SFHA), the applicant has the option of treating the entire SFHA within the project area as a CMA, or to submit a special hydrologic/hydraulic study that establishes the location of the CMA pursuant to FEMA's technical criteria.

City staff recommends that we provide applicants for development within the floodplain the option to either provide a study that locates the CMA for their proposed development site as described in the revised Model Ordinance or designate that all areas in the SFHA for which no CMA has been mapped shall meet the requirements for a CMA (i.e. all SFHAs without a mapped CMA would be automatically included as part of the Protected Area).

[illegible]

Planning • Building • Development Engineering • Permit Center
Sustainability • Community Services • Code Enforcement

FEMA'S LETTER OF DETERMINATION



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

February 19, 2020

The Honorable Nancy Backus
Mayor, City of Auburn
25 West Main Street
Auburn, Washington 98001

Community: City of Auburn,
King County,
Washington
Community No.: 530073
Map Panels Affected: See FIRM Index

Dear Mayor Backus:

In December 2007, you were notified of proposed Base Flood Elevations (BFEs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Auburn, King County, Washington and on April 3, 2018 you were notified of proposed flood hazard determinations (FHDs). The statutory 90-day appeal periods that were initiated on December 18, 2007 and April 17, 2018, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed BFEs and FHDs for your community in the *Seattle Times*, have elapsed.

FEMA received no valid requests for changes in the BFEs and FHDs. Therefore, the determination of the Agency as to the BFEs and FHDs for your community is considered final. The final BFEs and FHDs will be published in the *Federal Register* as soon as possible. The modified BFEs, FHDs and revised map panels, as referenced above, will be effective as of August 19, 2020, and revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the map and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to August 19, 2020, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations, apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

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NATIONAL FLOOD INSURANCE PROGRAM

- **Created by the National Flood Insurance Act of 1968**
- **Participation is voluntary**
 - Adopt and enforce regulations
 - Eligible for Flood Insurance
- **Benefits of participation**
 - Flood Insurance
 - Grants and Loans
 - Disaster assistance
 - Federally-backed mortgages



FEMA



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GOALS OF NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

- Save lives and protect property
- Offer low cost flood insurance
- Encourage a comprehensive approach to floodplain management
- Puget Sound area – protect Endangered Species



FEMA



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EFFECT OF ORDINANCE NON-COMPLIANCE

- Suspension of NFIP eligibility
- No mortgages or home equity loans in floodplain areas
- No renewals of existing flood insurance policies
- Loss of most forms of Disaster Assistance
- No federal grants or loans
- Loss of subsidized insurance for Pre-FIRM structures
- Potential impacts to Endangered Species
- Failure of communities to properly regulate flood hazard areas may bring lawsuits



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BENEFITS OF FLOOD INSURANCE

- Insurance claims are paid with no disaster declaration
- 20-25% of insurance claims are outside the map flood area
- Insurance cannot be canceled for repeat losses
- Insurance is available to renters and owners
- A loan will be repaid with interest

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NFIP ROLES: FEDERAL & STATE

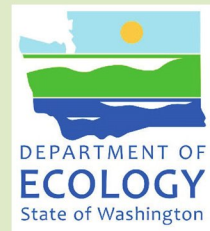
■ Federal - FEMA

- National program oversight
- Flood Insurance Rate Mapping
- Establish development/building standards
- Provide Insurance Coverage



■ State – Department of Ecology

- State program oversight
- Establish development/building standards
- Provide technical assistance to local communities/agencies
- Evaluate and document floodplain management activities

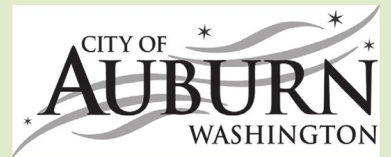


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NFIP ROLES: LOCAL

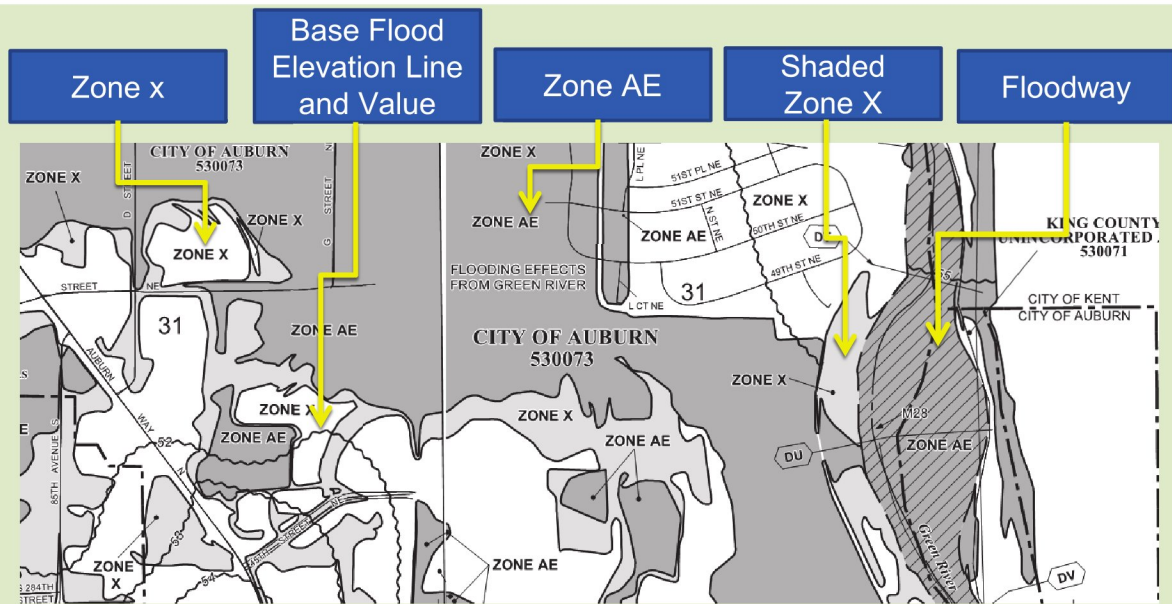
■ Local Government and Floodplain Administrators

- Adopt and enforce floodplain management ordinance compliant with Federal/State laws
- Permit or deny development activities in the regulated floodplain
- Inspect development in the regulated floodplain
- Maintain records of all development in the regulated floodplain
- Make substantial damage determinations
- Ensure all permits are obtained from other government agencies when they are needed in the regulated floodplain
- Development oversight in the regulated floodplain is the **City of Auburn's Responsibility**



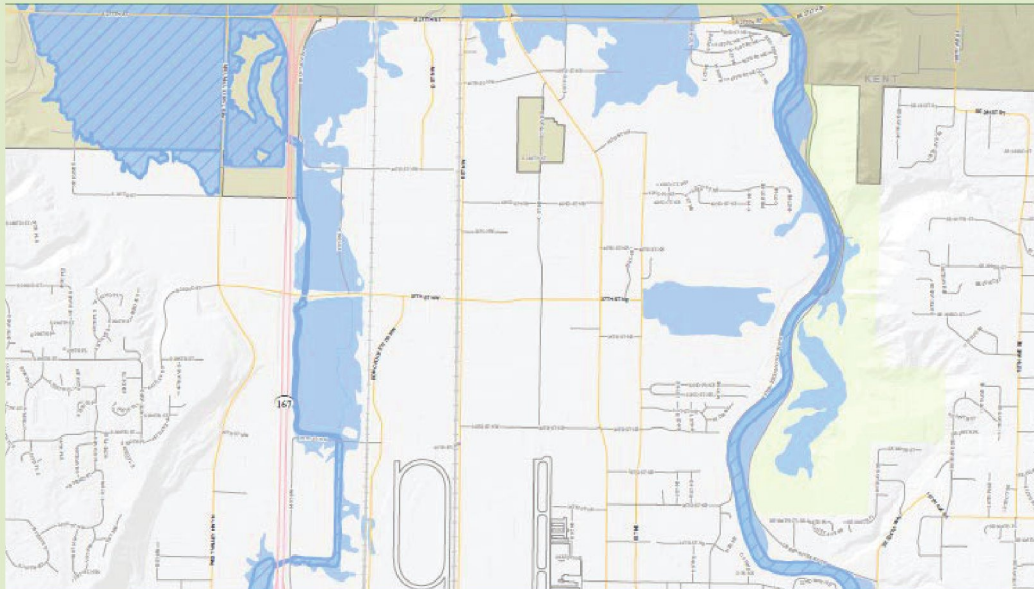
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FLOOD INSURANCE RATE MAP (FIRM)



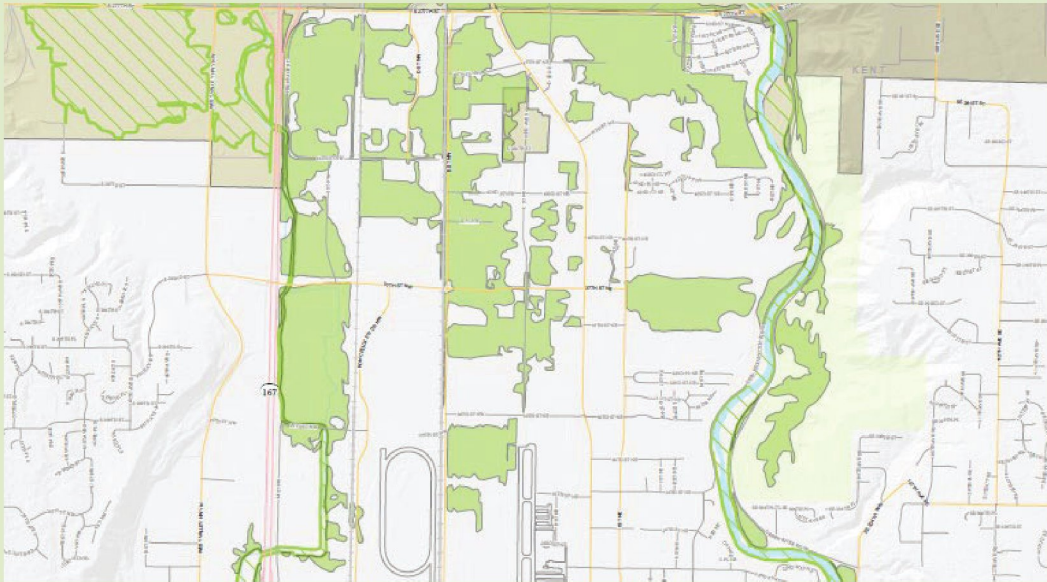
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CURRENT EFFECTIVE FIRM (MAY 1995)



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PRELIMINARY FIRM (8/19/2020)



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ALL DEVELOPMENT IN THE REGULATED FLOODPLAIN REQUIRES A PERMIT

- Per FEMA, Development means any unnatural change to improved or unimproved real estate in the Special Flood Hazard Area (SFHA), including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.....



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FEDERAL MINIMUM REQUIREMENTS

- Require permits in Special Flood Hazard Area (SFHA) per the FIRM's issued by FEMA
- Development in Floodway is not allowed for single family residential and is difficult for commercial development
- Foundations are allowed as long as there are openings to resist hydrostatic pressure
- Enclosed spaces can only be used for parking, access, and limited storage
- Residential buildings: lowest floor, including basement, elevated to or above BFE
- Non-residential buildings: elevated or floodproofed
- No increase in Base Flood Elevation for development within SFHA
- Utilities must be waterproof, anchored, and/or elevated



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STAFF PROPOSED UPDATES TO ACC 15.68 MODEL ORDINANCE

What are we proposing to update?

- Created from the State of Washington Model Flood Damage Prevention Ordinance
- Reviewed & modified by City of Auburn Community Development and Public Works
- Been reviewed by FEMA and Department of Ecology
- Additional Comments have been received from Department of Ecology between March 2nd to the 30th that after the Letter of Determination was received that have been incorporated into the Draft Code.

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STAFF PROPOSED UPDATES TO ACC 15.68 MODEL ORDINANCE UPDATES

- Reorganize ACC, Chapter 15.68 to correspond to the layout of the Model Ordinance
- Update the definitions section to have the latest definitions per NFIP, NMFS, FEMA, DOE and City of Auburn.
- Remove most of the permit application submittal criteria from ACC, Chapter 15.68
- Information already provided in ACC 18.70.025 for variances is removed to avoid redundancy
- Minimum 15-foot setback from the protected area
- Remove a date for assessing cumulative improvements
- Increasing the requirements for what is to be addressed in Habitat Mitigation Plans
- Additional variance criteria was added
- A portion of the Urban Growth Area (Near Lake Tapps, Boman Lake, and Creek is in an area covered by the Pierce County FIS, the City should also adopt the Pierce County FIS and FIRMs

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STAFF PROPOSED UPDATES TO ACC 15.68 RIPAIRIAN BUFFER ZONE



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STAFF PROPOSED UPDATES TO ACC 15.68 CHANNEL MIGRATION ZONE



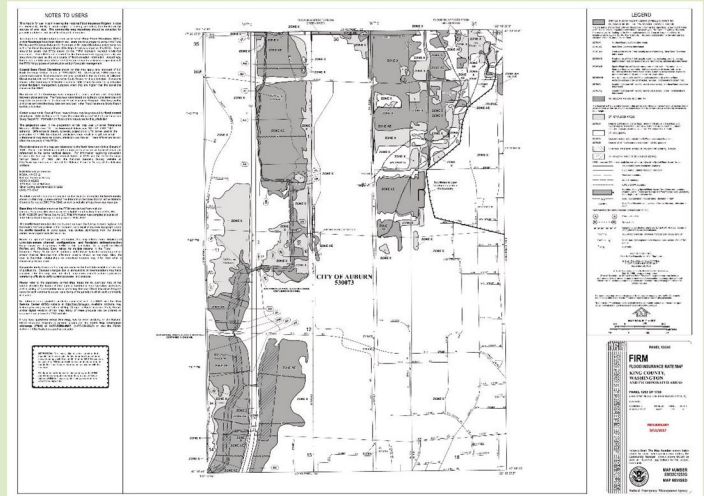
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STAFF PROPOSED UPDATES TO ACC 15.68 FLOOD INSURANCE RATE MAP UPDATE

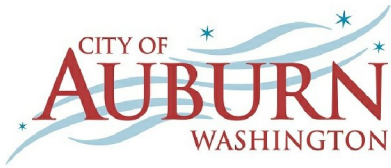
Current Effective FIRMs (May 1995)



Preliminary FIRMs (Before 8/19/20)



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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 6, 2020 Regular Council Meeting

Department:

City Council

Attachments:

[04-06-2020 Minutes](#)

Date:

April 8, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

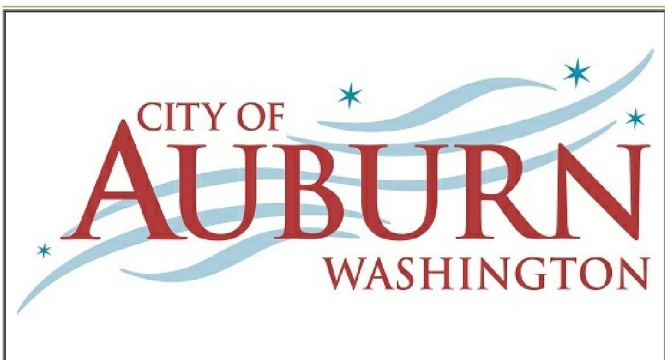
Revised Budget: \$0

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

Meeting Date: April 20, 2020

Staff:

Item Number: CA.A

	City Council Meeting April 6, 2020 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **Virtual Participation Link**

1. Virtual Participation Link

The City Council Meeting was held virtually and in person 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 Technology Director David Travis, Innovation and Technical Support Specialist Danika Olson, Network Analyst Brian Nguyen, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Finance Jamie Thomas, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate and Assistant Director of Innovation and Technology Ashley Riggs.

III. **NEW BUSINESS**

A. Council Rules of Procedure

(RECOMMENDED ACTION: Move to extend the suspension of Council Rules of Procedure 3.1(H), 4.1, 10.1, 11.2(B) and 16.1 that were amended on March 12, 2020 during the Special Council through April 27, 2020 and to allow generally the virtual and telephonic participation in Council meetings.)

Deputy Mayor DaCorsi moved and Councilmember Baggett seconded to approve extending the suspension of Council Rules of Procedure 3.1(H), 4.1, 10.1, 11.2(B) and 16.1. through May 5, 2020.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Sexual Assault Awareness Month

Mayor Backus to proclaim April 2020 as "Sexual Awareness Month" in the City of Auburn

Mayor Backus read and proclaimed April 2020 as Sexual Assault Awareness Month in the City of Auburn.

B. National Public Safety Telecommunicators Week

Mayor Backus to proclaim April 12-18, 2020 as "National Public Safety Telecommunicators Week" in the City of Auburn

Mayor Backus read and proclaimed April 12-18 as National Public Safety Telecommunicators Week in the City of Auburn.

V. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VI. 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.

Bob Zimmerman - 33029 46th Place South, Auburn

Mr. Zimmerman submitted comments to be read by the City Clerk. Mr. Zimmerman expressed concerns about the City of Auburn's preparedness for an emergency.

1. Virtual Participation

There was no virtual participation.

C. Correspondence

There was no correspondence for Council to review.

VII. 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.

VIII. 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 March 12, 2020 and March 23, 2020 Special City Council Meeting

B. Minutes of the March 16, 2020 Regular City Council Meeting

C. Minutes of the March 23, 2020 and March 30, 2020 Study Session

D. Claim Vouchers (Thomas)

Claim vouchers list dated April 6, 2020 which includes voucher numbers 457802 through 458027 in the amount of \$2,399,150.59 and ten wire transfers in the amount of \$739,287.77

E. Payroll Vouchers (Thomas)

Payroll check numbers 538887 through 538896 in the amount of \$585,050.12 and electronic deposit transmissions in the amount of \$2,086,753.22 for a grand total of \$2,671,803.34 for the period covering March 12, 2020 to March 31, 2020

Deputy Mayor DaCorsi moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. NEW BUSINESS

There was no additional new business.

XI. ORDINANCES

A. Ordinance No. 6764 (Thomas)

An Ordinance amending the 2019-2020 Biennial Budget, which represents the sixth budget amendment for the 2019-2020 biennium and the second budget amendment for 2020

Councilmember Baggett moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6764.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6765 (Gaub, Comeau, Thomas)

An Ordinance amending sections Chapter 3.10 and 3.12 relating to public contracting and purchasing

Councilmember Brown moved and Councilmember Jeyaraj seconded to adopt Ordinance No. 6765.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. RESOLUTIONS

A. Resolution No. 5491 (O'Neil)

A Resolution amending the agreement with the Auburn School District related to law enforcement services

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5491.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5505 (Gaub)

A Resolution to execute an interlocal agreement with the City of Algona regarding water and sewer utility service for properties located along the boundaries between Auburn and Algona

Councilmember Jeyaraj moved and Deputy Mayor DaCorsi seconded to adopt Resolution No. 5505.

MOTION CARRIED UNANIMOUSLY. 7-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor DaCorsi reported he attended a virtual meeting with the Washington Low Income Housing Alliance and a National Low Income

Housing Webinar.

Councilmember Jeyaraj thanked the essential service employees that continue to work.

Councilmember Trout-Manuel said she met with the Knights of Columbus to pray for the City.

Councilmember Baggett reported he attended meetings with the Pierce County Department of Public Health.

B. From the Mayor

Mayor Backus reported she has attended several meetings in the last two weeks regarding COVID-19. She thanked Deanna Dawson with Sound Cities Association for helping coordinate information sent to the cities and Association of Washington Cities (AWC) for organizing a Mayor's meeting. She also thanked the members of Team Auburn for their work and dedication and encouraged the public to continue social distancing.

XIV. ADJOURNMENT

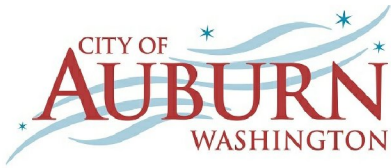
There being no further business to come before the Council, the meeting was adjourned at 7:40 p.m.

APPROVED this 20th day of April, 2020.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 13, 2020 Study Session

Department:

City Council

Attachments:

[04-13-2020 Minutes](#)

Date:

April 15, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

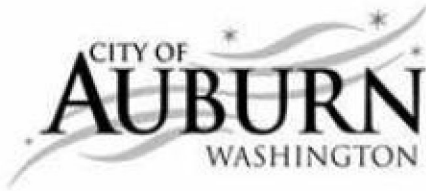
Revised Budget: \$0

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

Meeting Date: April 20, 2020

Staff:

Item Number: CA.B



City Council Study Session PWCD SFA

April 13, 2020 - 5:30 PM

Virtual

MINUTES

 Watch the meeting LIVE!

 Watch the meeting video

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

I. CALL TO ORDER

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

II. Virtual Participation Link

A. Virtual Participation Link

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

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: Chief of Police Dan O'Neil, Innovation and Technical Support Specialist Danika Olson and City Clerk Shawn Campbell.

The following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Harry Boesche, Assistant Information and Technology Director Ashley Riggs, Director of Administration Dana Hinman, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub and Emergency Manager Jerry Thorson.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

The Study Session agenda was modified to add Ordinance No. 6768 and Ordinance No. 6769.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. King County Regional Mitigation Plan (Hinman)(15 Minutes)

Overview of the Federal Disaster Mitigation Act which requires state and local governments to develop all-hazard mitigation plans as a condition of federal grant assistance.

Manager Thorson provided Council with an update on the King County Regional Mitigation Plan. He gave a brief explanation of the plans that are required for the City to update.

B. Ordinance No. 6768

An Ordinance extending the deadline for the public to apply for reduced utility rates

Director Thomas explained to Council that Auburn City Code sets a deadline of May 31, 2020 for low income Seniors and permanently disabled utility customers to submit an application for the Utility Discount or Rebate program. Due to the Utility Customer Service Center being closed and many of the documents required to apply being difficult for applicants to obtain during the Stay At Home Order, she recommended an extension of the deadline to apply until July 31, 2020 and to extend the reduced rates approved in 2019 through July 31, 2020.

C. Ordinance No. 6769

An Ordinance to suspend the requirement that pets be spayed or neutered prior to adoption during the COVID Public Health emergency

Mayor Backus explained that Auburn Valley Humane Society (AVHS) is requesting a temporary suspension of the requirement to have a pet spayed or neutered prior to adoption until the Stay At Home Order has been lifted and veterinarians are allowed to perform non-emergency surgeries.

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Sound Transit Parking and Access Presentation (Tate)(15 Minutes)

Sound Transit staff to provide City Council with an update on the Auburn Station Parking and Access Improvements Project

Councilmember Stearns presided over this section of the meeting.

Director Tate introduced the Sound Transit staff; High Capacity Transit Project Manager Zac Eskenazi, South Corridor Development Director Chelsea Levy, Government and Community Relations Office Katie Drewel and Acting South Sound Project Director Melissa Flores.

Ms. Drewel provided Council with a update on funding for this project regarding COVID-19. Mr. Eskenazi provided Council with a brief background of the project, the components that have been environmentally cleared, the next steps for the projects regarding traffic and aesthetics, the community outreach plan and the potential benefits.

VI. OTHER DISCUSSION ITEMS

There were no other discussion items.

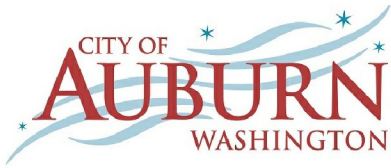
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:14 p.m.

APPROVED this 20th day of April, 2020.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

April 13, 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 vouchers list dated April 20, 2020 which includes voucher numbers 458028 through 458258 in the amount of \$4,201,253.18 and four wire transfers in the amount of \$507,740.59.

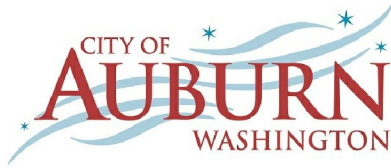
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: April 20, 2020

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

April 13, 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 538897 through 538906 in the amount of \$233,358.86 and electronic deposit transmissions in the amount of \$2,061,801.54 for a grand total of \$2,295,160.40 for the period covering April 1, 2020 to April 13, 2020.

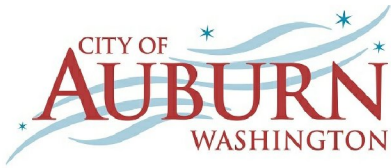
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: April 20, 2020

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6768 (Thomas)

Date:

April 15, 2020

Department:

Finance

Attachments:

[Ordinance nO. 6768](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6768.

Background Summary:

The Auburn City Code allows qualifying residents to apply for reduced rates. Applications must be renewed or applied for annually before the end of May, in order to receive the reduced rates beginning the first billing cycle in June. However, due to the COVID-19 virus, getting application materials submitted may be difficult and unsafe for qualifying individuals.

This amendment accomplishes two things: 1. extends reduced rates that residents received in 2019, through July 31, 2020; and 2. Extends the 2020 renewal and application period from May until July. 2020 reduced rates will go into effect the first billing cycle of August.

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

Thomas

Meeting Date: April 20, 2020

Item Number:

ORD.A

ORDINANCE NO. 6768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING SECTION 13.24.060
OF THE AUBURN CITY CODE RELATING TO
APPLICATIONS FOR REDUCED UTILITY RATES AND
SETTING FORTH AN AUTOMATIC EXPIRATION DATE OF
AUGUST 1, 2020

WHEREAS, Chapter 13.24 of the Auburn City Code allows qualifying residents to
apply for utility rate exemptions; and

WHEREAS, currently, applications for utility rate exemptions must be renewed or
applied for annually in the month of May; and

WHEREAS, due to the state of emergency occasioned by the COVID-19 virus, it
is appropriate to extend the deadline to renew or apply for reduced rates to July 31, 2020;
and

WHEREAS, due to the state of emergency occasioned by the COVID-19 virus and
the economic impact on Auburn residents, it is appropriate for the City to extend those
exemptions granted in 2019 through July 31, 2020.

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

Section 1. Amendment to City Code. Section 13.24.060 of the Auburn City
Code is amended to read as follows:

13.24.060

Annual Application required.

All exemptions from the minimum monthly charges for the specified utilities will be
required to be renewed or applied for annually between May 1 and July 31. Exemptions
for individuals with their own accounts will start with the next billing after July. Exemptions
for individuals without their own account will be in the form of a rebate for the previous 12
months or any eligible portion thereof for which the applicant can show proof of residency
in the household for which the exemption applies in the form of rent receipts, providing

that the total annual rebate for a building does not exceed the total amount billed in the previous 12-month period.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

Section 5. Expiration date. This ordinance shall be automatically repealed without subsequent Council action on August 1, 2020.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

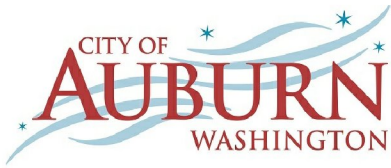
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6773 (O'Neil)

Department:

Police

Attachments:

[Ordinance No. 6773](#)

Date:

April 15, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6773.

Background Summary:

Currently, city code requires the Auburn Valley Humane Shelter (AVHS) to spay and neuter all dogs and cats made available for adoption. This requirement is in ACC 6.01.110 and requires that the new owner pay the fee for the operation. The purpose of this requirement is to reduce the number of dog and cat strays by decreasing pet fertility.

In response to the coronavirus pandemic, the National Animal Care and Control Association recommends suspension of this practice during the crisis. The association observes that spay and neuter operations both increase the number of staff that must be at a shelter, and lengthens the time pets remain at the shelter. Animal populations are increasing at many shelters due to the crisis and the "stay at home" orders imposed in response.

While the Auburn Valley Humane Society shelter is not at capacity, it is holding more animals than normal. It also has observed that it is nearly "kitten season" when the cat population at the shelter usually increases. To address the possible risk of reaching shelter capacity, and to reduce staff and volunteer hours at the shelter, AVHS seeks to implement the National Animal Care and Control Association recommendation during the period of the governor's Stay Home-Stay Healthy order. To do so, the spay & neuter requirement of ACC 6.01.110 needs to be suspended.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: April 20, 2020

Staff:

Item Number:

O'Neil

ORD.B

ORDINANCE NO. 6773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO TEMPORARILY SUSPENDING AUBURN CITY CODE 6.01.110 REQUIRING SPAYING AND NEUTERING OF IMPOUNDED ANIMALS THAT ARE ADOPTED DURING THE EMERGENCY DECLARED TO ADDRESS THE COVID-19 PANDEMIC

WHEREAS, the coronavirus identified as COVID-19 has reached pandemic proportions and the United States, the State of Washington, and King County have each proclaimed emergencies to exist as a result; and

WHEREAS, on March 5, 2020, the Mayor proclaimed an emergency to exist in Auburn as a result of the COVID-19 pandemic and the city council ratified the proclamation on March 12, 2020; and

WHEREAS, the facts giving rise to that proclamation continue to exist as the country, state, and county still suffer deaths from coronavirus; and

WHEREAS, due to a series of actions taken by the Governor to help slow the spread of the virus, most notably ordering individuals to quarantine in their homes unless needing to perform essential activities, the Auburn Valley Human Society has operated with a reduced staff, an absence of volunteers, and while practicing social distancing, all of which delay accomplishment of the organization's mission; and

WHEREAS, to address the emergency, the National Animal Care & Control Association recommends that shelters limit surgeries to emergency operations, and reduce the number of animals in custody by adopting or fostering animals without conducting spay or neutering surgeries first; and

WHEREAS, Auburn City Code 6.01.110 requires that as a condition of adopting an animal from the Auburn Valley Humane Shelter, an unaltered animal be spayed or neutered; and

WHEREAS, the authority to temporarily suspend the aforementioned obligation to spay and neuter prospective adoptive animals should be of limited duration expiring on the date the Governor rescinds the Stay Home - Stay Healthy order.

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

Section 1. Unaltered adoptive animals. The Auburn Valley Human Society is temporarily authorized to offer unaltered animals for adoption during the time the prohibitions in Governor's proclamations 20-25 and 20-25.1, as amended or extended, are in effect.

Section 2. Suspension of ACC 6.01.110. This ordinance will not be codified but will nonetheless temporarily supersede Auburn City Code section 6.01.110.

Section 3. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 4. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 5. **Effective date.** The City Council finds that an emergency exists necessitating that this ordinance take effect immediately upon passage.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

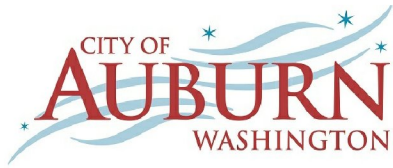
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5510 (O'Neil)

Date:

April 13, 2020

Department:

Police

Attachments:

[Res No. 5510](#)

[Operational Interlocal Agreement](#)

[MOU](#)

[About PSERN](#)

[PSERN Operator Interlocal Agreement Summary](#)

[PSERN Operator Rates and Cost Allocation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5510.

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

O'Neil

Meeting Date: April 20, 2020

Item Number:

RES.A

RESOLUTION NO. 5510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM (PSERN)

Whereas, King County currently has a countywide emergency public safety radio network. The King County Emergency Radio Communication System ("KCERCS") supports over seventeen thousand radios and nearly two hundred separate police, fire, emergency medical and other governmental agencies;

Whereas, portions of KCERCS are separately owned by the Eastside Public Safety Communications Agency, Valley Communications Center, the City of Seattle, and King County with a jointly owned switch controlling the entire network;

Whereas, KCERCS is over twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related parts;

Whereas, the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila and King County ("Parties") determined that it is in the public interest that a new public safety radio system, referred to as the Puget Sound Emergency Radio System ("PSERN"), be implemented to provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality radio communications;

Whereas, the Parties entered into the Puget Sound Emergency Radio Implementation Period Interlocal Cooperation Agreement ("Implementation Period ILA") that designates King County as the lead agency for planning, procurement, financing,

implementation and limited operation of PSERN. The Implementation Period ILA also establishes a Joint Board to oversee the PSERN Project implementation;

Whereas, the Parties each gave 800 MHz frequencies to the PSERN Project that will become the new PSERN system and will eventually be owned by the PSERN Operator;

Whereas, the Parties to the Implementation Period ILA have negotiated a separate agreement, the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement to create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW to assume the ownership and control of PSERN following full system acceptance;

Whereas, in addition to creating the new agency to be called the PSERN Operator, the PSERN Operator ILA establishes the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake responsibility for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN system during its useful life; and

Whereas, the PSERN Joint Board, created by the Implementation Period ILA, approved the PSERN Operator ILA by unanimous vote.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement between the City of Auburn, King County, and the cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, for the Puget Sound

Emergency Radio Network Operator (PSERN). The agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party" and collectively, the "Parties").

RECITALS

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

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

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the "PSERN Operator" and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

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

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

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

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

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

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

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

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

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

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

1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

2.0 DURATION OF AGREEMENT

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the "Puget Sound Emergency Radio Network Operator". The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a "joint board" within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party's financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The Board's composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member

and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;

- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;
- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an “at will” employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director’s performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;

- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

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

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

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

5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

6.0 EXECUTIVE DIRECTOR

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for

an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and

- I. Perform other duties as assigned by the Board of Directors.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an “at will” position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA (“Qualified Employees”). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a "Transferring Employee." The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN

Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

9.0 Service Level Requirements

9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;

- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board.

The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers'

Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

15.0 GENERAL

15.1 RESERVED

15.2 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.3 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.4 Compliance with Laws

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

15.5 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to

mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 13	Legal Relations
Section 14	Public Records
Section 15.16	Choice of Law; Venue

15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

Name _____
Title _____

Date _____

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF AUBURN

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF RENTON

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name _____

Title _____

Date _____

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = [\text{83\% of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}] / \text{PSERN System annual operating budget} \times 100.$

$Y = [\text{17\% of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}] / \text{PSERN System annual operating budget} \times 100.$

Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

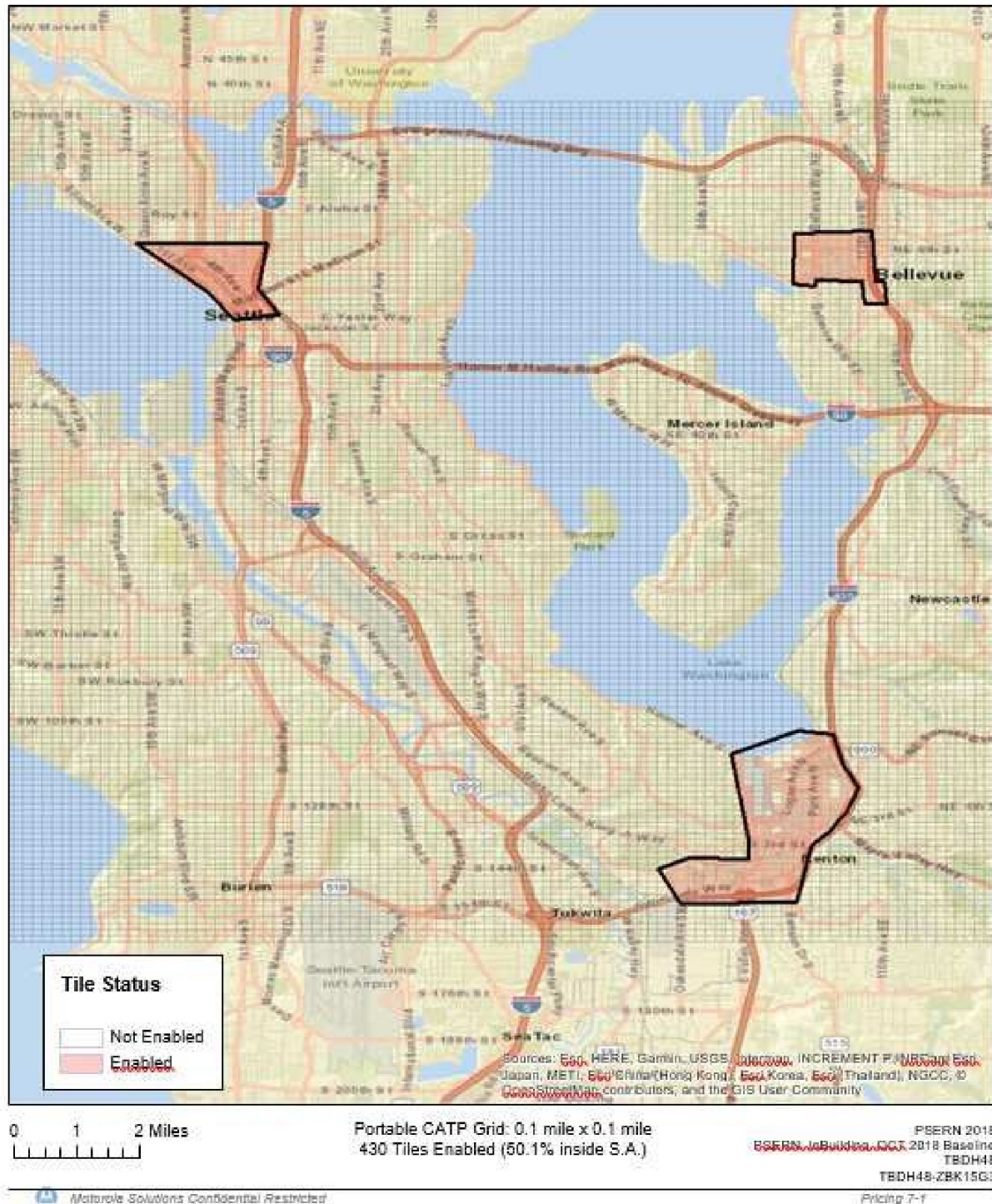
END OF EXHIBIT A.

Exhibit B

Polygon Coverage Areas with Added Signal



Fugate Sound Emergency Radio Network
May 17, 2019



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into among the cities of Auburn, Federal Way, Kent, Renton, and Tukwila, the five member cities that formed Valley Communications Center, a Governmental Administrative Agency created by interlocal agreement under Chapter 39.34 RCW (Valley Com).

RECITALS

A. Valley Com is responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that has been in existence since 1993 and is increasingly unsupported by the supplier of the system's equipment, software, and related repairs.

B. Valley Com, King County, the city of Seattle, and the Eastside Public Safety Communications Agency (EPSCA) determined that it is in the public interest to implement a new public safety radio system, the Puget Sound Emergency Radio Network (PSERN), that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications.

C. The costs of implementing the PSERN system are financed through a funding measure approved by voters at the April 2015 election, and the above-mentioned parties then executed a separate implementation agreement ("Implementation Period ILA") that designated King County to be the lead agency to plan, procure, finance, and implement the PSERN system with the oversight of a joint board established pursuant to the Implementation Period ILA. Valley Com's Executive Director has represented the Valley Com member cities on this joint board, reporting back to the Valley Com Administration Board, which is comprised of the five mayors from Valley Com's member cities.

D. The Implementation Period ILA contemplates creation of a new separate governmental agency under RCW 39.34.030(3)(b) that is organized through an interlocal agreement as a non-profit corporation under the Interlocal Cooperation Act (Operator ILA). Once formed, this agency will assume the ownership and control of PSERN during its useful life. Just as with the Implementation Period ILA, the Operator ILA will be subject to oversight by a Board of Directors, comprised of one representative each from King County, Seattle, the Valley Com member cities, and the EPSCA member cities.

E. Under the Operator ILA, Section 4.2.1.4, the Valley Com member cities' representative will be selected from one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila. The Operator ILA also provides that the Valley Com member cities retain the right to determine who will represent them on the PSERN Board of Directors. The purpose of this MOU is to designate the manner in which the five Valley Com member cities will select its representative.

NOW, THEREFORE, the Valley Com member cities agree to the above Recitals and the following:

AGREEMENT

1. The five Valley Com member cities authorize the Valley Com Administration Board to select their representative on the PSERN Board of Directors at the times and within the constraints established in the Operator ILA. To be eligible to represent the Valley Com member cities, the selected representative must be a mayor from one of the member cities. It is understood, but not required, that the Valley Com Executive Director may act as the representative's designee on a full-time or an occasional basis, or the representative may select any other alternate or designee when needed, as provided in the Operator ILA.

2. Selection of the Valley Com member cities' representative for the PSERN Board of Directors shall be only by supermajority vote of the full Valley Com Administration Board. The regular term of the selected representative shall be two year(s) commencing on January 1 of even numbered years and ending December 31 of odd numbered years.

3. The Valley Com member cities' representative on the PSERN Board of Directors and his/her designee, will comply with all the rights, obligations, and limitations provided to PSERN Board members through the Operator ILA and this MOU.

4. The Valley Com member cities' representative on the PSERN Board of Directors must, at each regular Valley Com Administration Board meeting, report to the Administration Board on PSERN's current operational status. The Valley Com member cities' representative must, whenever possible and practical, brief the Valley Com Administration Board on issues the representative determines to be material before voting on those matters as a PSERN System Board member.

5. Before voting on any PSERN matter that (a) materially expands the scope of the PSERN system, (b) that materially increases the operational cost of the PSERN System, (c) or that materially amends the Operator ILA, the Valley Com member cities' representative on the PSERN System Board of Directors must brief the Valley Com Administration Board for direction and must vote as a PSERN Board member in accordance with that direction, which must be provided by at least a majority vote of the full Valley Com Administration Board.

6. Notwithstanding the preceding Paragraph 5, the Valley Com member cities' representative, or designee, shall not vote to amend the Operator ILA on matters requiring legislative approval under Section 15.13.1 of the Operator ILA without affirmative authority from each cities' governing body.

6. This MOU will terminate upon the earlier of the expiration or termination of the separate non-profit governmental agency formed under the Interlocal Cooperation Act

through the Operator ILA or a Valley Com member city's withdrawal from Valley Com, unless terminated earlier by unanimous agreement from the five Valley Com member cities.

7. This MOU will take effect on the last date signed below.

IN WITNESS, the authorized representatives of the Valley Com member cities have signed their names and indicated the date of signing in the spaces provided below.

CITY OF AUBURN

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT

Name _____

Title _____

Date _____

Attest:

CITY OF RENTON

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

City Clerk

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

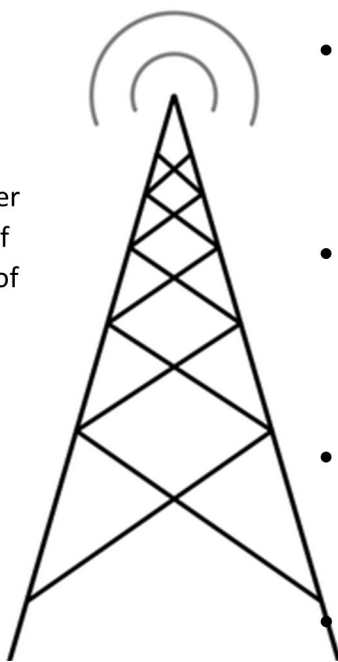
City Attorney

The PSERN Project upgrades and expands the current King County Emergency Radio Communications System (KCERCS). It's an 800 MHz digital network. This system will be primarily used by law enforcement, fire fighters, and other emergency personnel to communicate with each other during E-911 activities – from small incident response to large scale emergencies. Some general government agencies will also use it for daily operations.



About PSERN

- The PSERN Project is funded by a property tax levy lid lift that was approved by voters in April of 2015.
- The Project has a current budget of approximately \$283 million.
- PSERN is comprised of radio towers, fiber optic cables, computers, and a variety of other equipment to support the ability of first responders and other government personnel to communicate through a dedicated network.
- The Project is governed by a board of system owners and first responder representatives.
- Two active committees advise on the Project plans, strategies, technical impacts, and end-user needs.



What You Get with PSERN

- Improved coverage, capacity, capability, and connectivity throughout King County.
- Overall, PSERN will provide better on-street and in-building coverage with additional coverage along I-90, Highway 2, and Highway 410.
- PSERN will provide updated technology for countywide emergency radio communications including a change from analog to digital.
- PSERN will provide new features such as encryption and remote configuration of radios in the field.
- The project will purchase: up to 19,000 radios and 144 Dispatch consoles at 19 dispatch centers.

PSERN will consolidate operations of the current countywide emergency communications system into a single, independent agency providing operations and maintenance of PSERN.

Contact PSERN: PSERN-Info@kingcounty.gov | 206-47-PSERN | <https://psern.org>



King County

PSERN Operator Interlocal Agreement Summary

Section 1 – Rules of Construction and Definitions: sets the grammatical and stylistic rules for interpreting the ILA as well as defining terms to be used in the ILA.

Section 2 – Duration of the Agreement: The agreement will be effective perpetually from the date signed by the last Party until terminated in accordance with Section 12.

Section 3 – Purpose of the Agreement: States the reason for having the agreement - provide emergency communications and to form a single PSERN Operator - and cites the applicable state laws for formation of the PSERN Operator.

Section 4 – Board of Directors: sets the conditions for the operations of the Board of Directors. It touches on:

- Section 4.1 – Creation of the Board of Directors
- Section 4.2 – Sets the composition as 4 voting directors (representing King County, Seattle, EPSCA, Valley Communications Center), and two non-voting members representing police and fire. This section also specifies the Officers of the Board of Directors.
- Section 4.3 – sets the voting, quorum and meeting rules.
 - All votes are unanimous except as specified below.
 - All four voting members are required for a quorum.
 - Other voting procedures such as deferral of a vote are covered, as well as meeting schedules and a requirement to establish bylaws. Only three votes are required if the same director fails to attend two consecutive regularly scheduled meetings where action was scheduled and the director failed to send an alternate. In this event only three directors will be required to vote and form a quorum.
- Section 4.4 – Lists specific actions or powers the Board of Directors may exercise. This includes:
 - Ability to amend portions of the ILA
 - However, Section 15.13 prohibits the Board from amending the following provisions:
 - PSERN Operator scope beyond that established in Section 3.0
 - Composition of the Board of Directors
 - Addition of new parties to the agreement
 - Voting rights for Directors which includes who can vote or voting rules
 - Powers of the Board of Directors
 - Hold harmless and indemnification requirements
 - Provisions regarding duration, termination or withdrawal
 - Establishing advisory boards
 - Approve budgets and expenditures
 - Adopt policies and bylaws
 - Perform procurements
 - Direct and supervise the activities of the advisory boards

- Direct the activities of the Executive Director
 - If the Board directly hires the Executive Director, then hire/fire and set the employment terms for the Executive Director
 - Evaluate Executive Director's performance in writing annually
 - Establish funds for PSERN operations
 - Establish service fees (including monthly fees to end user agencies or ad hoc time and materials fees)
 - Conduct regular meetings
 - Approve maintenance and operations standards
 - Determine services the PSERN Operator will offer (additional services)
 - Approve 3rd party agreements
 - Incur debt but not incur debt or issue bonds in the name of any Party
 - Own or acquire assets or real property
 - Dispose of assets or real property
 - Sue or be sued
 - Hold radio licenses
 - Make recommendations to legislative bodies of parties & users
 - Delegate authority
 - Enter into agreements
 - Exercise powers necessary to further the purpose of the agreement
 - Add parties to the agreement subject to Section 15.13
 - Plan for a successor public safety radio system
 - Accept loans or grants
 - Statement that the Operator shall have not power to levy taxes
- Section 4.5 – when the board cannot agree, this section sets the impasse resolution procedures, which includes non-binding mediation and formation of an Elected Executives Committee.

Section 5 – Operating Board: creates an Operations Board to advise the Board of Directors.

Section 6 – Executive Director: sets the employment conditions for the Executive Director and lays out the Executive Director duties, which include:

- Managing the day to day operations of PSERN
- Manage other PSERN staff
- Propose annual budgets
- Approve expenditures consistent with the approved budget
- Monitor and track PSERN system performance
- Support the Board of Directors
- Recommend policies, standards and procedures
- Provide written monthly reports to the Board on expenditures, system performance, system failures, and usage statistics.
- Maintain and manage records
- Prepare the annual report

Section 7 – Emergency procedures: provides the Executive Director limited authority to act in the case of emergencies and sets up reporting requirements.

Section 8 – PSERN Operator Employment: This section lays out employment terms for individuals who will work for the PSERN Operator. The section allows for the PSERN Operator to directly hire employees or to contract with another agency for staff. This section also provides for temporary employment, not to exceed 18 months, for Transitional Employees, defined as employees with King County, the City of Seattle, EPSCA or Valley Com whose employment will be terminated as a result of PSERN and who will not be hired by the PSERN Operator.

Section 9 – Service Level Requirements: creates commitments by the PSERN Operator to provide services to maintain PSERN and sets minimum performance requirements for the system.

Section 10 – (reserved but not used)

Section 11 – Withdrawal or Removal of a Party: sets the terms and conditions for the withdrawal of one or more parties from the agreement. Parties must give notice at least two years in advance and must develop a departure plan. Withdrawing parties are still responsible for any cost obligations that were incurred prior to notice of withdrawal. Also, for cause, the Board of Directors may vote to remove a party by majority vote.

Section 12 – Dissolution – This section sets the conditions and process for complete dissolution of the PSERN Operator. Addresses requirements for voting, disposition of assets, and timing for final termination date.

Sections 13-15 – Legal terms and conditions -- insurance, indemnification, non-discrimination, public records, notice requirements, dispute resolution, severability, amendments etc.

Exhibit A – Cost Allocation Model: sets the model and formula for determining the first-year rates for the PSERN Operator for public safety radios and other (general government) radios, as well as for dispatch consoles. Future rate models will be determined by the Board of Directors.

Exhibit B – In-Building Coverage: map of three areas designated to receive improved in-building coverage.

**Puget Sound Emergency Radio Network
Background on PSERN Operator End User Rate & Cost Allocation Model**

Prepared: April 2020

Purpose:

This document outlines the process for determining the rate and cost allocation model behind proposed monthly charges to agencies for access to and use of the Puget Sound Emergency Radio Network (PSERN) by radios and consoles. This model was adopted by the 12 owner agencies of the current King County Emergency Radio Communications System (KCERCS) through the Implementation Period Interlocal Agreement (IPILA). The IPILA was the instrument used to create the governance for the PSERN Project.

The topics addressed in this document include constraints, assumptions, and specific recommendations for the final rate and cost allocation model that would, if approved by the future PSERN Operator Board of Directors, determine Year 1 operating costs for the PSERN Operator.

Background:

KCERCS is the existing emergency radio communications system supporting E-911 response and other government operations throughout King County. KCERCS is technically a single system that is owned by four different entities and coordinated through a joint board to ensure the system is operating effectively countywide. The four owner entities are:

1. Eastside Public Safety Communications Agency (EPSCA),
2. King County,
3. City of Seattle, and
4. Valley Communications Center (ValleyCom).

Recognizing that equipment comprising KCERCS is over 20 years old and is no longer supported by the system equipment vendor, Motorola Systems, Inc., the owner entities worked on a plan to replace KCERCS. From this planning process, the PSERN Project (via the IPILA) was created and the PSERN Operator (the Operator) was envisioned (via a Memorandum of Agreement that was an attachment to the IPILA). Once the owners determined that a new non-profit governmental agency would be created, staff from the owner entities created a draft budget and a rate and cost allocation model that would fund the future Operator.

The PSERN Project Steering Committee (the Committee) was the predecessor to the PSERN Project's oversight body, the Joint Board. The Committee made early decisions about the PSERN Project and made recommendations to establish the Operator, including development of the Operator's budget and preferred rate model.

The Committee membership was comprised of a representative from each of the four owner entities listed above and a chair (a former King County Deputy Executive). This Committee appointed a staff working group to perform the rate model analysis. Ultimately, the Committee voted to approve the recommendations revealed later in this document.

Analysis Team:

City of Seattle staff led the analytical work on options for the proposed rate and cost allocation formula to fund the PSERN Operator budget. The full team consisted of staff from the PSERN Project, the KCERCS system managers, and technical staff from the partner agencies.

Initial Assumptions:

The analysis team laid out initial assumptions that they would follow while working on the rate and cost allocation model. The assumptions are listed below.

- A. The same rate model will apply to all radio/console end users.
- B. Rates should align with biennial budget cycles.
- C. The PSERN system will be upgraded continuously via a support agreement.
- D. The PSERN Operator will own dispatch consoles as a part of the system.
- E. Individual agencies own their radios.
- F. Public safety agencies need to use PSERN. (They have no reasonable alternative if local government personnel want to communicate effectively and transparently countywide.)
- G. Non-public safety agencies can choose not to use PSERN if rates are too high.
- H. Have as many eligible agencies as possible using PSERN (because the higher the number of agencies, the lower the rates and the greater the interoperability with adjacent radio systems).

Constraints Considered:

The following constraints were considered:

- There must be reliable, readily-available data to support the rate model chosen.
- The model must comply with RCW 43.09.210 (the "Accountancy Act"), meaning one service may not subsidize another, nor can one agency subsidize another either directly or indirectly.
- The PSERN Operator must be able to bill individual end user agencies directly.

Rate Model Options:

The purpose of the rate model analysis was to define how radio and console end users would be charged for their usage of the PSERN system. The staff team reviewed five different rate models including concepts such as all users paying the same rate, rates based on usage, rates based on geographic or population size served, and even a combination of the rate models.

Initial Recommendations:

After the above information was analyzed, the partner staff team proposed the following recommendations to the Committee:

1. Use an Unbundled Rate to ensure compliance with the Accountancy Act. An Unbundled Rate means separate rates for each type of PSERN equipment used by an agency – public safety radios, non-public safety (general government) radios, and dispatch consoles.
2. Keep charges as simple as possible – avoid multiple charges for each type of equipment.
3. Have a separate fixed charge for dispatch consoles.
4. Have fixed charges for two categories of subscriber radios – general government and public safety.
5. Do not have charges related to geography or population. (The group found these factors to be imprecise and disputable data as the basis for rates.)
6. Do not charge based on how much each agency uses the system.
7. Use operating costs – not initial capital costs – to determine rates. Use best estimates based on available data for the PSERN Operator’s first year budget, and then actual user data thereafter.
8. Do not charge for radios accessing PSERN that are primarily used on another (disparate) radio system and that are cross-programmed to work on PSERN for the purpose of mutual aid.
9. Determine proportional costs for each of the three equipment rate categories – public safety radios, general government radios, and dispatch consoles.

The rate model ultimately recommended by the partner staff team to the PSERN Project Steering Committee was as follows:

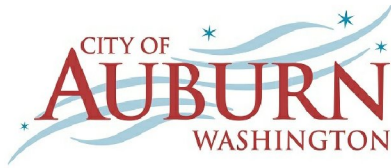
- The PSERN Operator rate model is to be based on the level of labor effort (costs) and vendor costs to maintain the system.
- The PSERN Operator’s Budget will be funded by end users of radios and dispatch consoles. (Historically, there has been no system access charge for consoles.)
- The following formulas were used to determine the radio and console rates that will fund the future PSERN Operator in Year 1 of its network operations:
 - Radio end user contribution =
 - $[\text{public safety radio rate} * \# \text{ of public safety radios}] + [\text{general government radio rate} * \# \text{ of general government radios}] = \underline{\underline{\text{78\% of PSERN Operator budget}}}$
 - Console contribution =
 - $\text{console rate} * \# \text{ of consoles} = \underline{\underline{\text{22\% of PSERN Operator budget}}}$

- *NOTE:* It was assumed that general government radio users need less features for their radios than public safety radios, so their monthly rates should be lower. The general government radio rates were set to be at 78% of the public safety radio rate.

Conclusions and Recommendations:

The analysis team concluded that there are flaws in all the rate setting methods they studied. They also concluded that the recommended rate model should be revised / reaffirmed after the first year of full operations when more concrete data on costs could be obtained by the Operator.

The guidelines and model listed above were approved by the PSERN Project Steering Committee at its October 28, 2014 meeting as the PSERN Operator's proposed Year 1 rates for radio and console end users.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5511 (Hinman)

Date:

April 15, 2020

Department:

Administration

Attachments:

[RES 5511 - King County Regional Mitigation](#)

[Plan](#)

[King County Regional Mitigation Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5511.

Background Summary:

The City of Auburn and other jurisdictions within King County have expressed a cooperative interest in disaster mitigation planning efforts. A locally adopted plan reviewed and approved by the Federal Emergency Management Agency (FEMA) is required under the Disaster Mitigation Act of 2000, 44 CFR 201, and regular revisions and updates are required by FEMA. FEMA has reviewed the plan proposed for adoption and approved it pending adoption by Council.

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

Hinman

Meeting Date: April 20, 2020

Item Number:

RES.B

RESOLUTION NO. 5511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE ADOPTION
OF THE 2020 KING COUNTY REGIONAL HAZARD
MITIGATION PLAN INCLUDING THE CITY OF AUBURN
PLAN ANNEX

WHEREAS, the City of Auburn and other jurisdictions within King
County, State of Washington, have expressed a cooperative interest in disaster
mitigation planning efforts; and

WHEREAS, the City supports disaster mitigation efforts and regional
disaster planning; and

WHEREAS, a locally adopted plan reviewed and approved by the
Federal Emergency Management Agency (FEMA) is required under the
Disaster Mitigation Act of 200, 44 CFR 201; and

WHEREAS, regular revisions and updates are required by FEMA; and

WHEREAS, FEMA has reviewed the plan proposed for adoption and
approved it pending adoption by Council.

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

Section 1. The City Council of the City of Auburn does
hereby adopt the 2020 King County Regional Hazard Mitigation Plan including
the City of Auburn plan annex.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

City of Auburn Plan Annex

Introduction

The following is a summary of key information about the jurisdiction and its history.

Population

The City of Auburn was incorporated in 1891. As of April 2019, the population has grown to 81,720, according to the Washington State Office of Financial Management (OFM).

Between 2000 and 2010 the population of Auburn increased 74.1% however, a significant portion of this growth was the result of two annexations consisting of Lea Hill (east) and West Hill (west) that became effective in 2008. Between 2010 and 2019 the city increased in population by 16.44% (OFM, 2019). In 2017, Auburn was one of the top ten cities for population growth within Washington State; the top ten cities in descending order were: Seattle, Vancouver, Spokane, Federal Way, Kent, Tacoma, Auburn, Redmond, and Everett (OFM, 2017).

Location and Description

The City of Auburn is located in the Southern Puget Sound area of the State of Washington, approximately 20 miles south of Seattle. Auburn has an area of approximately 29.83 square miles, with approximately 28.17 square miles located in King County and approximately 1.66 square miles located in Pierce County. The City lies at the south end of State Route 18, at its intersection with State Route 167. Mount Rainier lies approximately 55 miles to the southeast of the City. The diverse geography of the City presents a need to consider all hazard mitigation planning efforts and also influences the probability of landslides, floods, earthquakes, and volcano/lahar events.

The topography includes the centrally located, north south aligned Green River Valley, as well as the West Hill, East Hill, and Southeast plateaus. The City is part of two watersheds that flow to Puget Sound; the northern portion of the City occurs within the Green-Duwamish Watershed (Water Resource Inventory Area 9) and the southern portion lies within the Puyallup-White Watershed (Water Resource Inventory Area 10). The City boundaries include the Green and White Rivers, Bowman, Mill and Olson Creeks and as well as numerous small streams throughout the City.

The Muckleshoot Indian Tribe (MIT) is located both inside and outside the city limits of Auburn. The MIT was established in 1874, and is comprised of the descendants of the area's original Coast Salish peoples. The Muckleshoot Reservation consists of six sections of land situated diagonally, has 20 miles of boundaries, and encompasses six square-miles. Three sections (3 square miles) are within the municipal limits of the City of Auburn. Many of the landowners within the reservation boundaries are not tribal members over which the city has authority. The sections located outside the City are mostly surrounded by farms and rural areas, with urbanization encroaching on the western portion. The Muckleshoot Tribe is one of Washington's largest tribes, with a membership of about 3,300.

Jurisdiction Profile

As of 2014 Auburn is ranked as the 14th-most populated city in the State of Washington. It is located in King and Pierce County the two most populated counties in the state (Auburn Community Profile, 2015 Appendix H of the Comprehensive Plan).

Brief History

The City of Auburn was home to some of the earliest settlers in King County. Nestled in a fertile river valley, Auburn has been both a farm community and a center of business and industry for more than 150 years. Auburn is located near the original confluence of the Green and White rivers, both of which contain runoff water from the Cascade Mountain range. The valley was originally the home of the Skopamish, Smalhkamish, and Stkamish Indian tribes. The first white men in the region were explorers and traders who arrived in the 1830s.

Settlers first came to the valley in the 1850s. On October 27, 1855, a Native American ambush killed nine people, including women and children. In November, a military unit led by Lieutenant William Slaughter camped near what is now present-day Auburn. On December 4, 1855, a group of Native Americans attacked, killing Lt. Slaughter and two other men.

A new treaty was written which provided the establishment of the Muckleshoot reservation, which is the only Indian reservation now within the boundaries of King County. The White River tribes collectively became known as the Muckleshoot tribe.

A group of white settlers, including the Neely and Ballard families, began returning to the area. In 1891, the town of Slaughter incorporated. Although many older citizens considered the town's name a memorial, many newer residents understandably felt uncomfortable with it. Within two years, the town was renamed Auburn, taken from the first line of Oliver Goldsmith's poem, *The Deserted Village*: "Sweet Auburn! Loveliest village of the plain."

Auburn had been a bustling center for hop farming until 1890 when the crops were destroyed by aphids. After the severe crop loss, the farms were mostly dairy farms and berry farms. Nevertheless, flooding was still a problem for Auburn farmers up until the Howard Hanson Dam was built in 1962. The dam on the Green River, along with the Mud Mountain dam on the White River, provided controlled river management, which left the valley nearly flood free.

Another impetus to Auburn's growth was the railroad. The Northern Pacific Railroad put a rail line through town in 1883, but it was the Seattle-Tacoma Interurban line that allowed easy access to both cities starting in 1902. The Interurban allowed farmers to get their product to the markets within hours after harvest. The railroad, along with better roads, caused many new companies to set up business in Auburn, among them the Borden Condensery (which made Borden's Condensed Milk) and the Northern Clay Company.

Auburn grew through the twentieth century like many American towns. The 1920s were prosperous for citizens, but the Great Depression of the 1930s left many in need. During World War II, many local Japanese farmers had their land seized and were forcibly moved to internment camps. At the same time, local boys were sent to fight in the Pacific, and some died in battle.

The postwar era was prosperous to Auburn, bringing more businesses and a community college to the city. In 1963, The Boeing Company built a large facility to mill sheet metal skin for jet airliners. As time went on, many farms disappeared as the land was converted to industrial use. In the 1990s, a large regional shopping mall was built in the valley, enticing consumers from all over the Puget Sound region.

Auburn has made the transition from small farms to large industries, but much of the city's history remains. A monument in the memory of Lieutenant Slaughter, erected in 1918, still stands in a local park. The Neely Mansion, built by the son of a pioneer in 1891, has been refurbished and is listed on the National Register of Historic Places. Auburn's downtown still maintains a "Main Street U.S.A." appearance. (Sources: Clarence B. Bagley, 1929 and Josephine Emmons Vine, 1990)

Climate

Auburn's average annual snowfall is 6.8 inches per year and the average annual rainfall is 39.14 inches per year. Temperatures range between an annual average high of 61.7 degrees and an average low of 44.6 degrees.

While the climate of Western Washington is mild on average, high-hazard storms and weather patterns impact the area on a frequent basis. The most frequent weather-related impacts come as a result of windstorms that can cause widespread damage and coastal flooding; atmospheric river events that cause flooding, landslides, and can increase the threat of dam or levee failure; and winter storms that can result in transportation impacts. Western Washington sometimes experiences extreme weather events, including heat and cold that challenge health and infrastructure systems, severe thunderstorms that can produce wind damage, and even occasional tornadoes. Finally, weather can also strongly influence other hazards such as wildfires as well as HAZMAT incidents, ash fall, and smoke plumes which can result in hazardous health conditions.

Governing Body Format

The City of Auburn is a non-charter code city retaining the council-mayor form of government, as provided in the Revised Code of Washington (RCW) 35A.02.030 of the Optional Municipal Code for the State. The Mayor and seven Council Members serve the City of Auburn. The City Council is responsible for setting City policies as well as reviewing and approving Auburn's Hazard Mitigation Annex. Auburn Emergency Management will oversee the plan's implementation. The City is organized into the following departments: Administration, Finance, Human Resources, Risk and Property Management, Information Services, Legal, Parks, Arts and Recreation, Community Development, Police, and Public Works.

Development Trends

The City of Auburn established its land use pattern with adoption of the first modern Comprehensive (Land Use) Plan in 1986. The Plan was amended to comply with the Growth Management Act (GMA) in April 1995 and is updated annually. The most recent major update to the Comprehensive Plan was adopted by City Council on December 14, 2015 (Ordinance No. 6584).

The overall urban form of the City is heavily influenced by its location in a river valley surrounded by relatively steep hillsides. The organization of the land use pattern of the plan generally separates the City into five areas (reference Map 1.2 "Districts" below):

- North Auburn - a regional serving area which is a concentration of employment base.
- South Auburn - a community serving area which contains a majority of the older, more established residential areas and locally oriented businesses.
- Southeast Auburn - a low density residential and environmentally sensitive area.
- The Plateau – a residential area featuring land within the Muckleshoot Indian Tribe's reservation boundary and jurisdiction, and the Seven Day Adventists "Academy."
- Lakeland – a master planned community featuring a mix of residential and commercial uses.
- West Hill - a residential area featuring a mix of older, established low density, rural development without a commercial area.
- Lea Hill – a residential area comprised of rural development, traditional suburban development, and small locally serving commercial areas.
- The downtown area which uniquely serves both the region and local community.

The annexation of Lea Hill, West Hill, and Lakeland Hills South substantially increased the number of households and development potential within the City. The West Hill and Lea Hill annexations, respectively, brought relatively low-density rural uses intermixed with traditional suburban residential developments, and a

range of levels of infrastructure. As shown on Map 1.2. “Districts” below, Lea Hill is bound by the Green River, Highway 18, S. 277th St., and Kent. Much of this area was annexed into Auburn in 2008. West Hill is bound by West Valley Highway, 51st Ave., and agricultural lands to the north. Much of West Hill was annexed in 2008, although annexations occurred throughout the 1990s. Lakeland Hills South together with Lakeland Hills (North) is considered “Lakeland”. Lakeland Hills South is bounded by Lakeland Hills to the north, with the county line between King and Pierce County as the upper bound, and unincorporated Pierce County to south. Lakeland Hill South was annexed into the City of Auburn between 1998 and 2005.

In 2004, Auburn's downtown was designated and stills remains an "Urban Center" pursuant to the King County Countywide Planning Policies. Urban Centers are areas with concentrated housing and employment, supported by high capacity transportation systems and retail, recreational, public facilities parks and open space. Much of the county's growth in employment and a significant share of new housing is focused within urban centers.

In 2017 Lakeland Hills South was designated as a “Center of Local Importance” (COLI) pursuant to the Pierce Countywide Planning Policies. Centers of Local Importance are considered concentrations of activities and land uses that provide a sense of place for the community and neighborhood. As a master planned community, Lakeland Hills South features a number of land uses, including residential, civic, recreational, commercial, and cultural areas that provide a sense of place for the community and surrounding area.

Within Puget Sound Regional Council’s (PSRC) Vision 2040 (adopted in 1995) the regional long-range plan, the City of Auburn is considered a “Core City,” a regionally designated growth center that is intended to accommodate a significant share of future growth within the region. PSRC is in the process of adopting Vision 2050, an update to Vision 2040, and under the revised regional long-range plan, Auburn will still be considered a Core City.

The City's development regulations, which include zoning, closely align with and implement the land use designations of the Comprehensive (Land Use) Plan. The zoning regulations are periodically updated. The

Jurisdiction Point of Contact:

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Plan Prepared By:

Name: Jerry E. Thorson
 Title: Emergency Manager
 Entity: Auburn, City of
 Phone: 253-876-1909
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City adopted its Critical Areas Ordinance in compliance with GMA in May 2005 (Ordinance No. 5894) to provide for the identification, regulation and protection of environmentally sensitive areas including wetlands, streams, wildlife habitat, geologic hazard areas, groundwater protection areas, and flood hazard areas. The city updated its floodplain regulations, Chapter 15.68 of the City code, in 2008 (Ordinance No. 6161) and updated its Shoreline Management Program in April 2009 (Ordinance No. 6235) in compliance with the State Shoreline Management Action RCW 90.58. The Green and White Rivers are subject to the shoreline regulations. The City is currently in the process of updating its Critical Areas Ordinance and Shoreline Management Program and intends to have the update complete by the end of December 2019.

Jurisdiction Risk Summary

Hazard Risk and Vulnerability Summary

HAZARD	RISK SUMMARY	VULNERABILITY SUMMARY	IMPACT SUMMARY
Earthquake	City of Auburn is susceptible to multiple fault lines that can produce major earthquakes. The largest fault lines can produce earthquakes that induce damages ranging from 2.8% (M9.0 Cascadia Earthquake) to 7.4% (M7.1 Tacoma Fault) of total building and contents. A significant percentage of structures in Auburn reside within a liquefaction risk zone.	According to the 2018 King County Risk Report, Auburn has a total of 15,352 Structures for a total value (buildings and contents) of \$11.9B. Of those structures, 447 have an earthquake loss ratio of greater than or equal to 10% of total building and contents. Auburn has 6,715 structures located in moderate or higher liquefaction zones. That is 43.7% of the total structures within the city. The exposed value of those structures (building and contents) is approximately \$8.1B. The high dollar amount comparatively, is due in part to the commercial areas and density of the structures in the Auburn valley area. Also located in the liquefaction zone are key infrastructure include, but not limited to: • Streets • Bridges • Railroad • Hospitals • Schools • Utilities • Government Facilities • Airport	Over 78% of the planning area's building stock was built prior to 1994, when seismic provisions became uniformly applied through building code applications. Earthquakes can trigger other natural hazard events such as dam failures and landslides, which could severely impact the planning area. In addition to all of King County, much of Auburn is likely to experience a major disruption in flow of goods and services due to the destruction of major transportation infrastructure across the broader region. Development of new structures and infrastructure continues through the liquefaction prone zone.
Flood	6.43% of the total land area of the city is within the Special Flood Hazard Area. The city has good floodplain management regulations and has limited development; however, there are some structures already	There are 114 structures exposed in the special flood hazard area, with an exposed value (building and contents) of \$685.5 M. We have zero repetitive loss properties located in the special flood hazard area. Structures within the Special Flood Hazard area consist of residential, commercial and institutional organizations.	Since 2015, there have been few flooding events that produced minor impacts within the City. Auburn's last major flood event was during the 2015 declared flood emergency in Washington State. Lowland flooding and localized small landslides occurred in Auburn.

	present in the floodplain.		The frequent, yet minor flooding events that occur during flood season poses a unique risk that gradually increases over time due to the accumulation and build-up of silt and river debris within the river channel. In 1996 the City purchased 1508 W Main St. (parcel no. 1421049036) in Auburn, WA for open space utilizing Hazard Mitigation Grant Program funds. This property was a repetitive loss property; but because the city acquired it and demolished the building it is no longer in that category.
Landslide	The City of Auburn is susceptible to landslides along our many hills. Landslides can be some of the most destructive events in nature, posing a serious hazard to people and properties on or below hillsides, in addition to critical infrastructure such as transportation. The majority of significant slide events in King County have occurred during or shortly after storm events.	143 (>1%; \$142 M) structures are exposed to landslide hazard areas within city limits. Most of the structures within the landslide prone areas are residential. However, critical infrastructure consisting of transportation, streets, and bridges are often heavily impacted during slide events.	Due to landslide hazard zones, both city residents and critical infrastructure are greatly impacted during slide events. Many homes are located in landslide hazard zones posing serious risk to life safety. Main transportation routes within landslide hazard areas, key roads are periodically closed due to landslides. These closures cause a disruption to flow of goods and services, creating traffic elsewhere, delaying response times for emergency responders, and impacting city residents.
Severe Weather	The City of Auburn is susceptible to a variety of different severe weather events including thunderstorms, hail storms, damaging winds, tornadoes, drought and excessive heat.	All critical facilities are exposed to severe weather. Additional facilities on higher ground may also be exposed to wind damage or damage from falling trees. The most common problems associated with severe weather are loss of utilities. Downed power lines can cause blackouts, leaving large areas isolated. Phone, water and sewer systems may not function. Roads may	A severe weather event that causes damage to 10% of the structures and infrastructure within the City can potentially result in upwards of \$2 B. An event that causes damage to 50% can potentially result in upwards of \$9 B. Severe weather can cause damage to residential,

		become impassable due to secondary hazards such as landslides.	commercial, institutional and government assets including: • Streets • Bridges • Railroad • Hospitals • Schools • Utilities • Government Facilities • Airport
Severe Winter Weather	The City of Auburn is susceptible to a variety of different severe winter weather events including any dangerous cold-weather phenomena with the potential to cause damage, serious social disruption, or loss of human life. It includes snowstorms, ice storms, hail storms, blizzards, damaging winds, and extreme cold.	Severe winter weather can significantly impact city services, stranding commuters, stopping the flow of supplies, and disrupting emergency and medical services. Accumulations of snow can collapse buildings and knock down trees and power lines. Significant snow events may result in residential homes and local businesses being without power and heat for a prolonged amount of time, causing major life safety issues throughout the city. In underdevelopment and/or low density residential areas, homes and farms may be isolated for days, and unprotected livestock may be lost. The City of Auburn is particularly vulnerable to snow and ice events due to steep hills and roads. Ice and snow events, in combination with wind, can increase the severity and impact of severe winter weather.	Severe winter weather, such as the February 2019 snowstorm, can immobilize a region and paralyze a city. The most recent snow event in February 2019, forced closures of several roads throughout the City: • Mt View Drive, Terrace View Drive, 105th SE, S 292nd St and the Lakeland Parkway were all closed due to snow/ice. • Oravetz was closed due to downed trees and power lines, • Riverwalk was closed because of a semi-truck was stuck. • Kersey due to an accident investigation. Snow and ice storms have a significant impact on the City's public works department. Additional staffing, extended work hours, and specialized resources are required during such events in order to maintain traffic systems and critical infrastructure. The city activates an Emergency Snow & Ice Removal Plan that prioritizes

			specific routes such as main arterials, transit and school bus routes, and life line routes. Secondary and lower-priority routes will be maintained after primary routes are managed, based on conditions and resources available. The City's most vulnerable populations are especially impacted by severe winter weather events, such as snowstorms and prolonged cold spells. Impacts include loss of power and heat, interruption of transportation services, and inability to obtain food and water. Depending on conditions, city staffing levels may be impacted or reduced due to employees unable to report to work safely. These conditions compounded by lower staffing levels, are likely to increase response times for public safety personnel.
Volcano	Past eruptions of Mt. Rainier have caused lahar flows through the Auburn valley. The Auburn valley floor is at risk of a future lahar. The mud flow would likely follow the White River basin and flow north through the city. This flow, would likely cover the infrastructure and buildings along the valley.	6,712 (43.7%) of structures in Auburn are within the Lahar risk zone in the event of a Volcanic eruption. Located in the lahar risk zone are key infrastructure include, but not limited to: • Streets • Bridges • Railroad • Utilities • Government Facilities • Schools	Critical infrastructure within the lahar risk zone include, but are not limited to: • Streets • Bridges ○ R Street ○ A Street • Schools ○ Ilalko Elementary School ○ Auburn Riverside High School ○ Mt. Baker Middle School ○ Gildo Rey Elementary School ○ Pioneer Elementary School ○ Holy Family Catholic School ○ Olympic Elementary School • Railroad

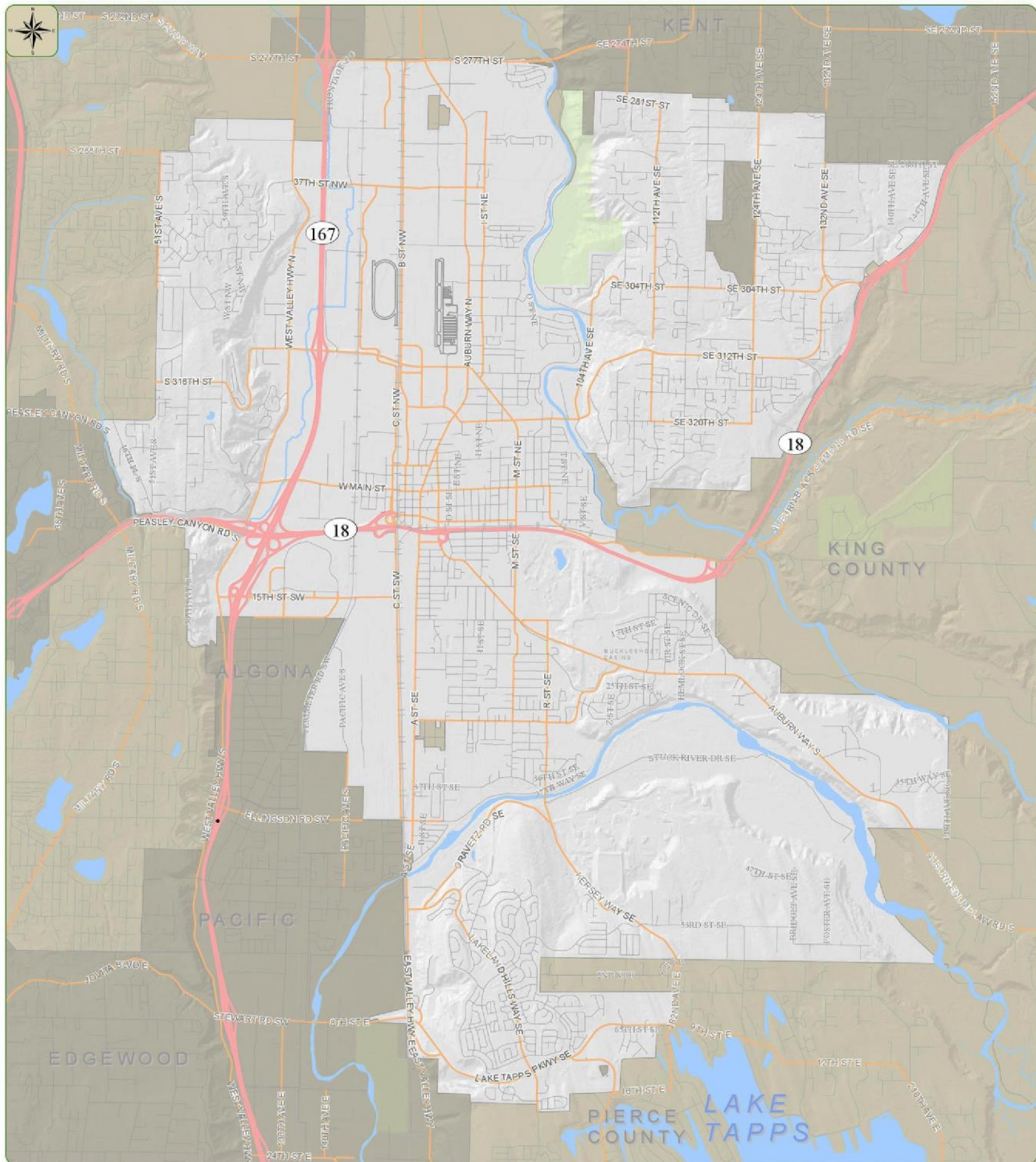
			○ Passenger Trains ○ BNSF ○ Union Pacific ● Utilities ○ BPA Transmission Lines ● Government Facilities ○ Auburn Maintenance & Operations ○ Government Services Administration (GSA) ○ VRFA Fire Stations In addition to the lahar risk, the area north of the lahar zone is identified as a post-lahar flooding and sedimentation area that poses significant risk to the Auburn valley floor north of HWY18. Additional critical infrastructure located within the post lahar sedimentation and flooding area include: ● Auburn Municipal Airport ● City Hall and the Annex Building ● Multicare Auburn Medical Center (Hospital)
Cyber Attack	The City uses a variety of systems, services, and devices that rely upon both internal and external computer networks in order to function properly. These networks as a whole are commonly referred to “cyberspace” and failures in them, regardless of cause, are commonly referred to as “cyber incidents”. Cyber incidents have the potential to disable city services release non-	Major cyber incidents can occur with or without warning. Significant cyber events may be malicious or accidental/inadvertent, but initial response must not be dependent on determining which. Cyber vulnerabilities are both technological and human caused and will continue to exist regardless of the number of safeguards put in place and the amount of training conducted.	Cyber incidents have the potential to disable city services, release non-disclosable information to unknown parties, and create public safety issues, among other things. Cyber events could reduce our ability to provide water and sewer services to residents, our ability to receive payments for utilities bills, lose our ability to provide payroll and residents lose their ability connect to the City.

	disclosable information to unknown parties, and create public safety issues, among other things.	Regardless of cause, major cyber incidents have the potential to shutdown critical infrastructure, negatively affect life safety, reveal protected information, and to cause harm to people, data, and physical assets. Incidents may start and end on systems that are outside of the City's direct control.	
Dam Failure	There are seven active dams that protect the City of Auburn. The four with the most potential for damage are the Howard Hanson Dam, Mud Mountain Dam, Lake Youngs Reservoir Dam, and the Lake Tapps System of dikes around the lake.	At full capacity, both the Howard Hanson, and Mud Mountain Dams have the potential of flooding the entire Auburn Valley floor in the event of a dam failure. The Lake Tapps system of dikes poses significant risk to many residential homes, and much of the Auburn Valley floor. If Dikes #6-12 (generally located along the north side of Lake Tapps) were to fail, the flow of water would inundate the White River causing significant flooding throughout the valley floor. A failure of the Lake Youngs Reservoir dam would also have significant impact on the City of Auburn. A breach would follow the Soos creek system to the Green River and then flow through the city. Within the projected flood risk zones for each major Dam, the City has the following critical infrastructure that would be greatly impacted: • Streets • Bridges • Railroad • Utilities • Airport • Schools	<u>Howard Hanson Dam:</u> A significant failure of the Howard Hanson dam, while at maximum capacity of the reservoir, would reach the area north of the airport in less than three hours, providing little time for evacuation of the Auburn valley floor. <u>Mud Mountain Dam:</u> A significant failure of the Mud Mountain Dam, while at maximum capacity of the reservoir would reach the southwest part of Auburn in less than two hours. All city facilities in the Auburn valley would likely be unusable, after a failure of either dam, including the equipment and vehicles stored in those locations. Most homes and businesses in the same area would also be untenable. <u>Lake Youngs Reservoir:</u> A failure of the Lake Youngs Reservoir dam would also have significant impact on the City of Auburn. A breach would follow the Soos creek system to the Green River and then flow through the city. The most significant impacts would be in the north end of the city, from the Green river on the east to nearly SR 167 on the west and from approximately

		The remaining 3 Dams within City limits are smaller and pose significantly less risk to structures and critical infrastructure within the City.	15 St. NW to the northern city boundary. A breach of the Lake Youngs Dam could reach the city limits in approximately 4.5 hours, and could reach the area north of 15th St. NW within approximately 5 hours. A significant portion of city facilities in this area, including the Auburn Airport could be inundated with flood waters. Lake Tapps: A significant breach of the dikes on the north end of Lake Tapps would have a significant impact on the area of Auburn between Oravetz Road and the white river. This would impact residents and businesses in the area along with any infrastructure. Other Dams: The three remaining Dams would have less impact on the City, and likely be confined to neighborhoods immediately downstream.
Public Health Emergency	A Public Health Emergency could include a number of issues such as Measles, Mumps, and Influenza. The worldwide public health and scientific community is increasingly concerned about the potential for a pandemic to arise from the widespread and growing avian influenza outbreak across several continents. Auburn will continue to participate in Seattle/King County Public Health initiatives and did not include this	The creation of a novel virus means that most, if not all, people in the world will have never been exposed to the new strain and have no immunity to the disease. It also means that new vaccines must be developed and therefore are not likely to be available for months, during which time many people could become infected and seriously ill. A significant pandemic may generate patient loads sufficient to exceed capacity of local healthcare facilities and sectors. In addition, public demand for lab testing, vaccine, antiviral medications and	There are several characteristics of an influenza pandemic that differentiate it from other public health emergencies. First, it has the potential to suddenly cause illness in a very large number of people, who could easily overwhelm the healthcare system throughout the nation. A pandemic outbreak could also jeopardize essential City and community services by causing high levels of absenteeism in critical positions in every workforce. It is likely that vaccines against the new virus will not be available for six to eight months following the emergence of the virus.

	as a separate mitigation strategy.	health information may overwhelm day-to-day local public health and healthcare systems, providers and facilities. Basic services, such as healthcare, law enforcement, fire, emergency response, communications, transportation, and utilities, could be disrupted during a pandemic. Finally, the pandemic, unlike many other emergency events, could last for several weeks, if not months.	
Tsunami	The City of Auburn is not susceptible to impacts from a Tsunami and did not include this hazard in the mitigation planning process.		
Avalanche	The City of Auburn is not susceptible to impacts from an Avalanche and did not include this hazard in the mitigation planning process.		
Wildfire	While Auburn does face some risk in regards to Wildfire, those risks are addressed through other planning processes in partnership with Valley Regional Fire Authority.		

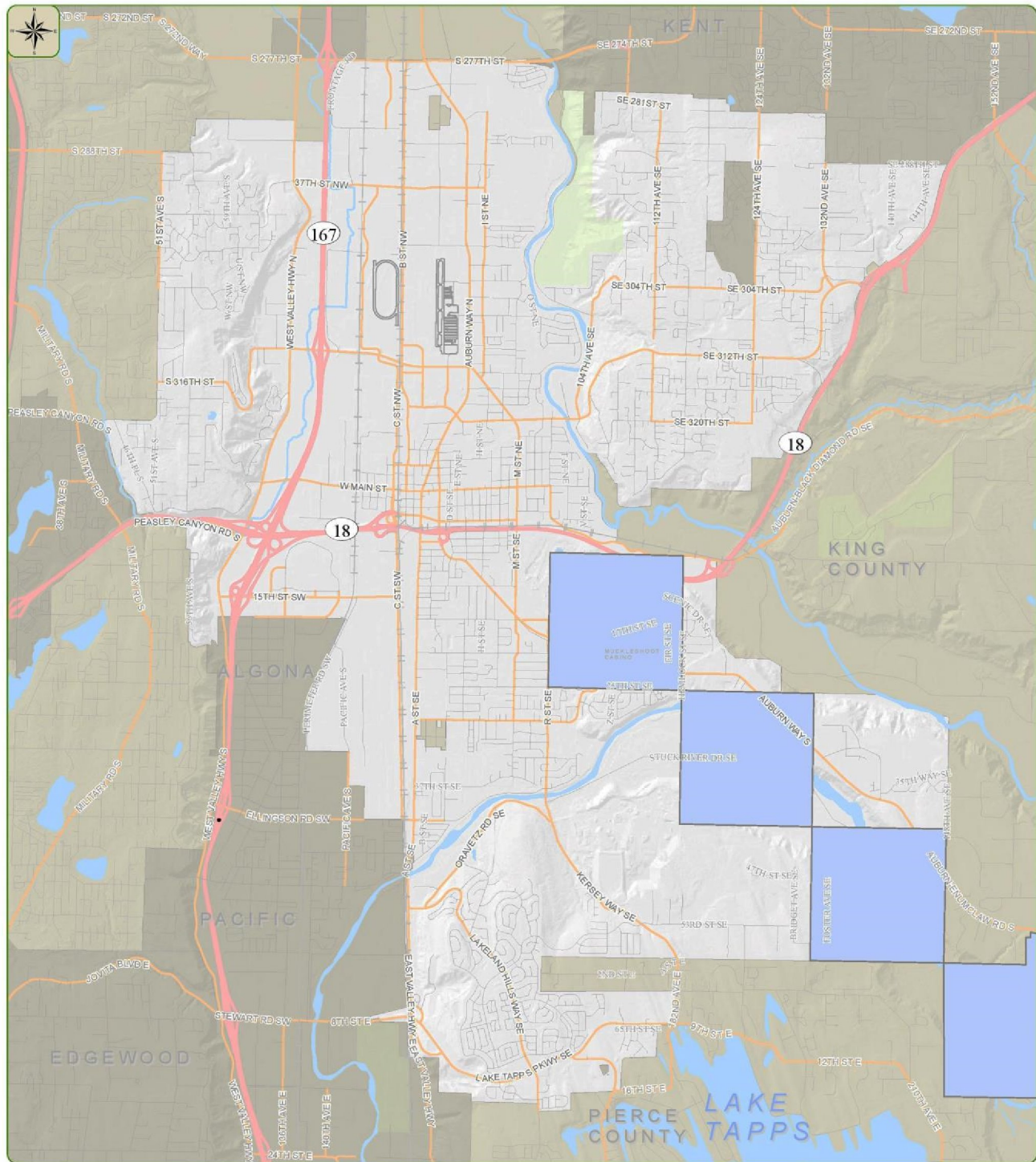
City of Auburn



Printed On: 7/31/2019
Map ID: 4131

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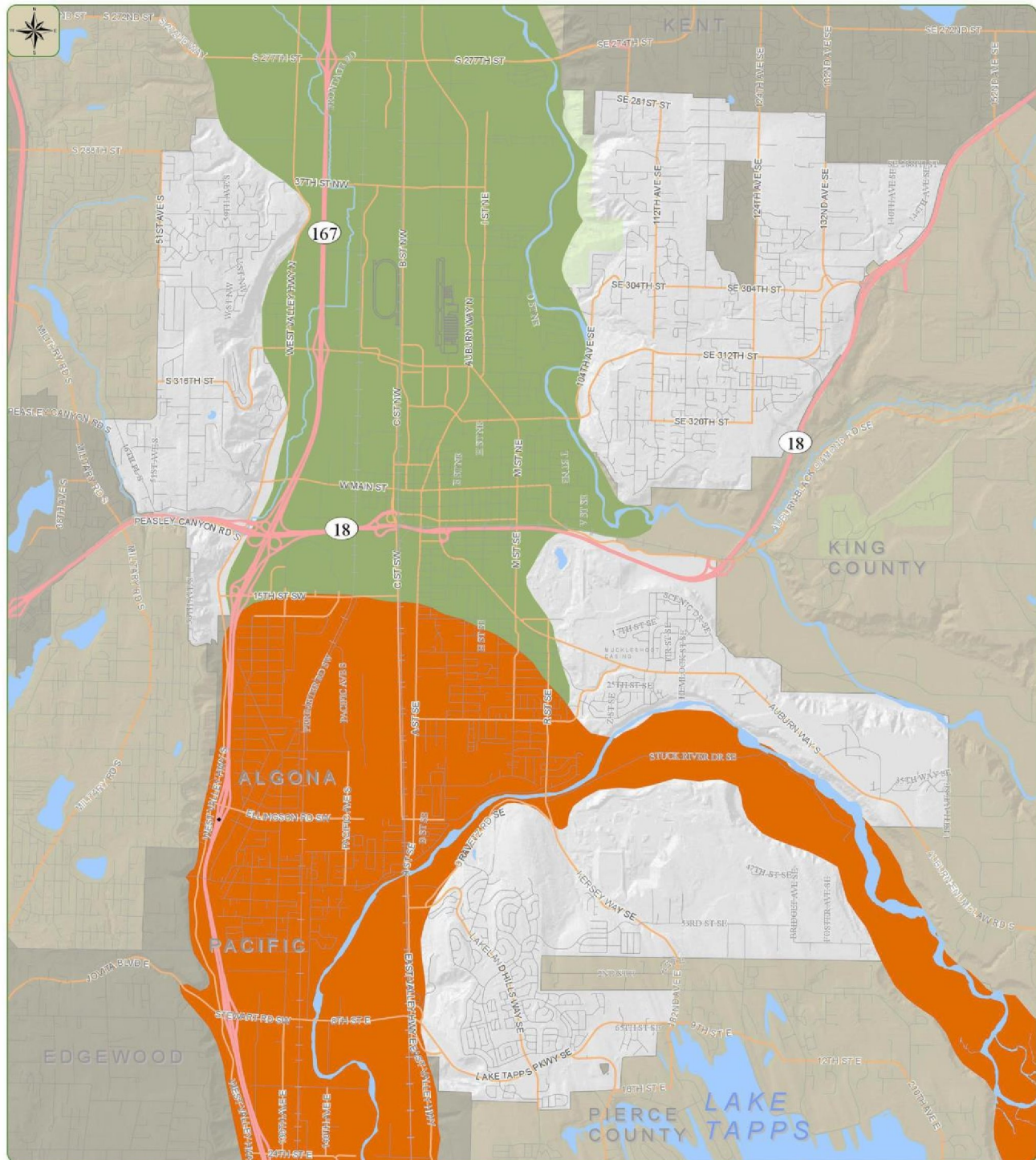
Muckleshoot Indian Tribal Land



Printed On: 7/31/2019
Map ID: 6145

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Volcanic Hazards

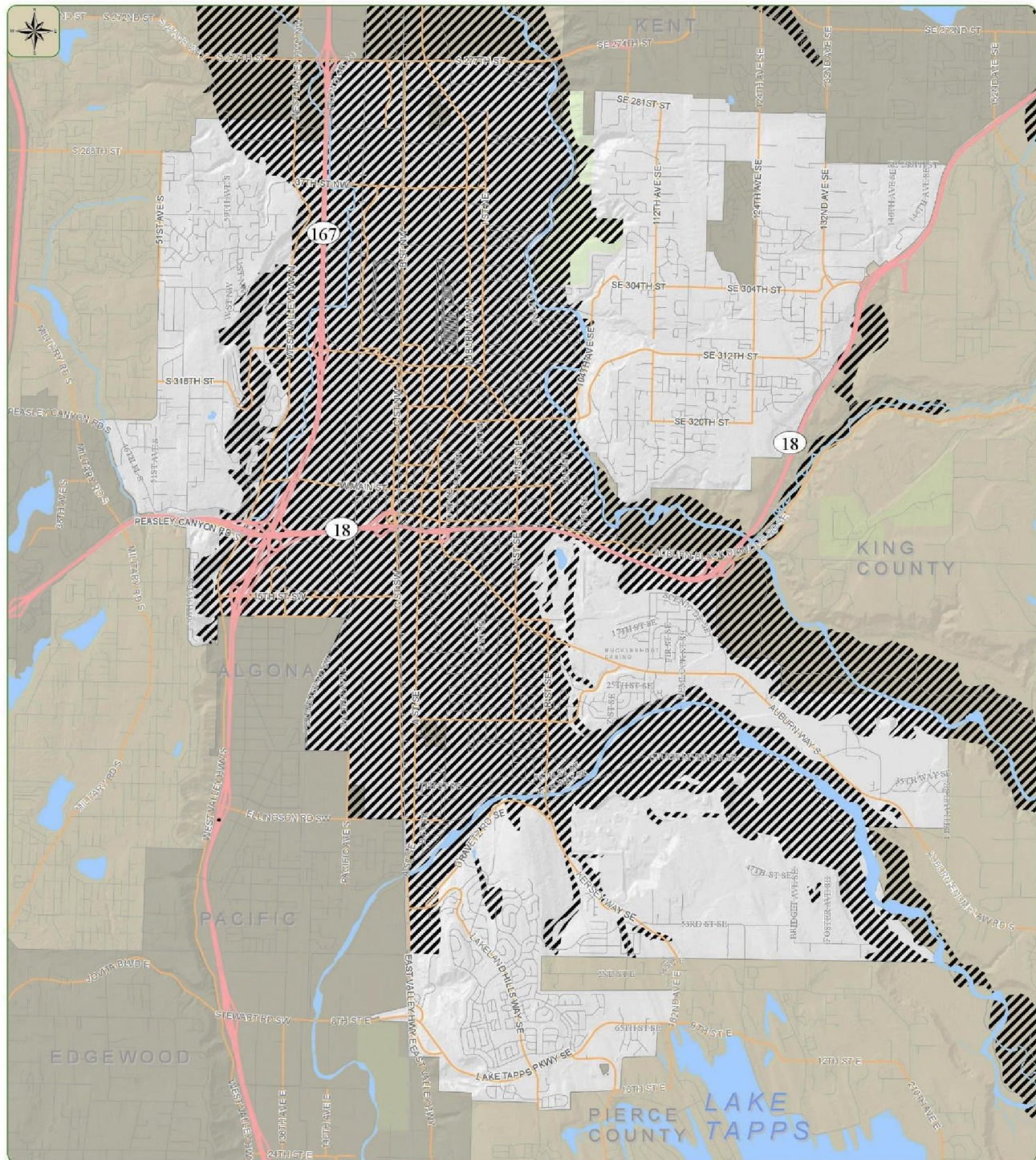


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|----------------------|--------------------------|------------------------------------|
| Hydrology | Surrounding Cities | Simplified Volcanic Hazards (USGS) |
| Streams | King and Pierce Counties | Lahars |
| Lakes and Rivers | Transportation | Sediment |
| Political Boundaries | Arterials | |
| City of Auburn | Highways | |
| | Locals | |

Printed On: 8/7/2019
Map ID: 6150

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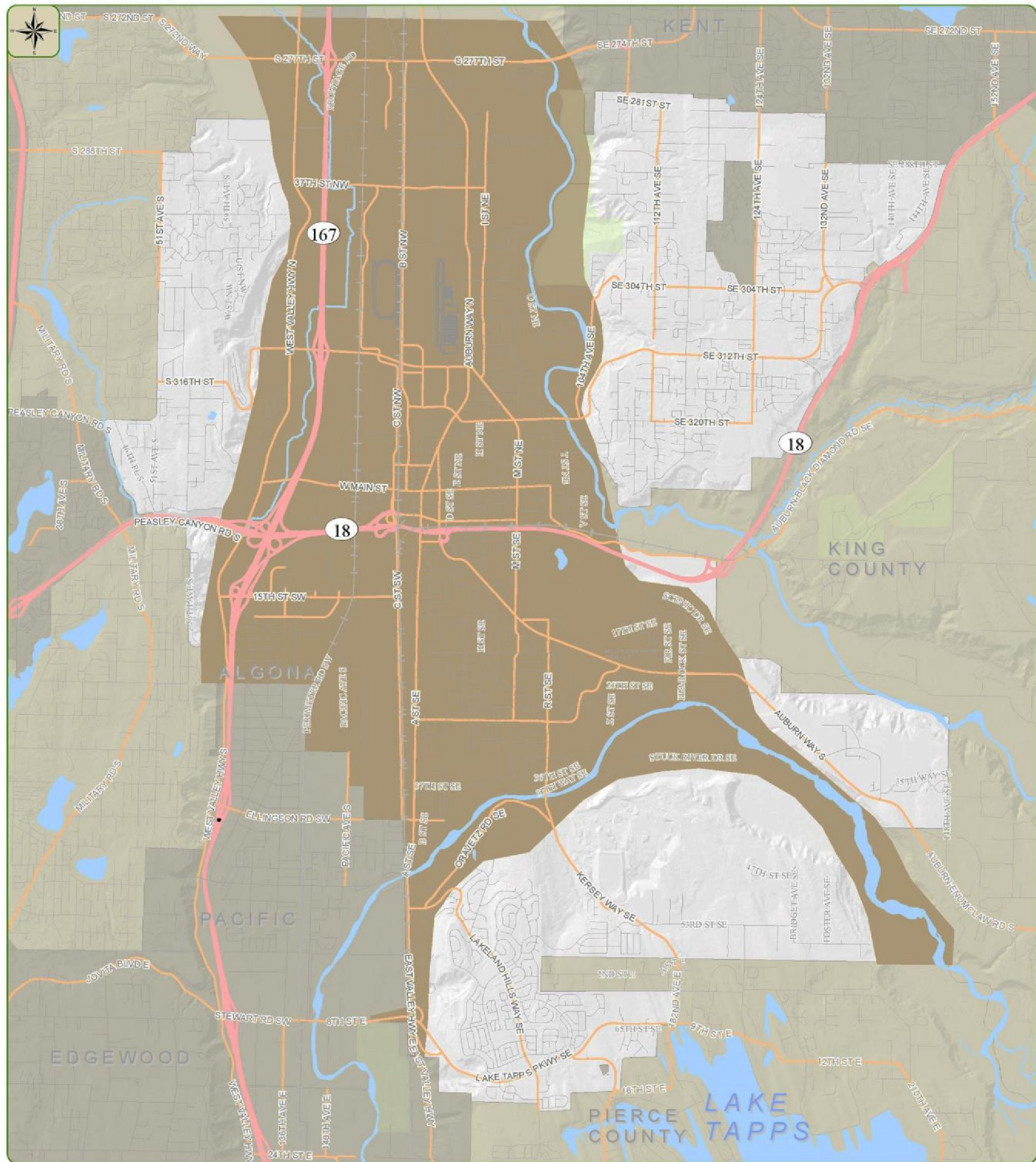
Seismic Hazards



Printed On: 8/7/2019
Map ID: 6152

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Historic Mudflows (Lahars)

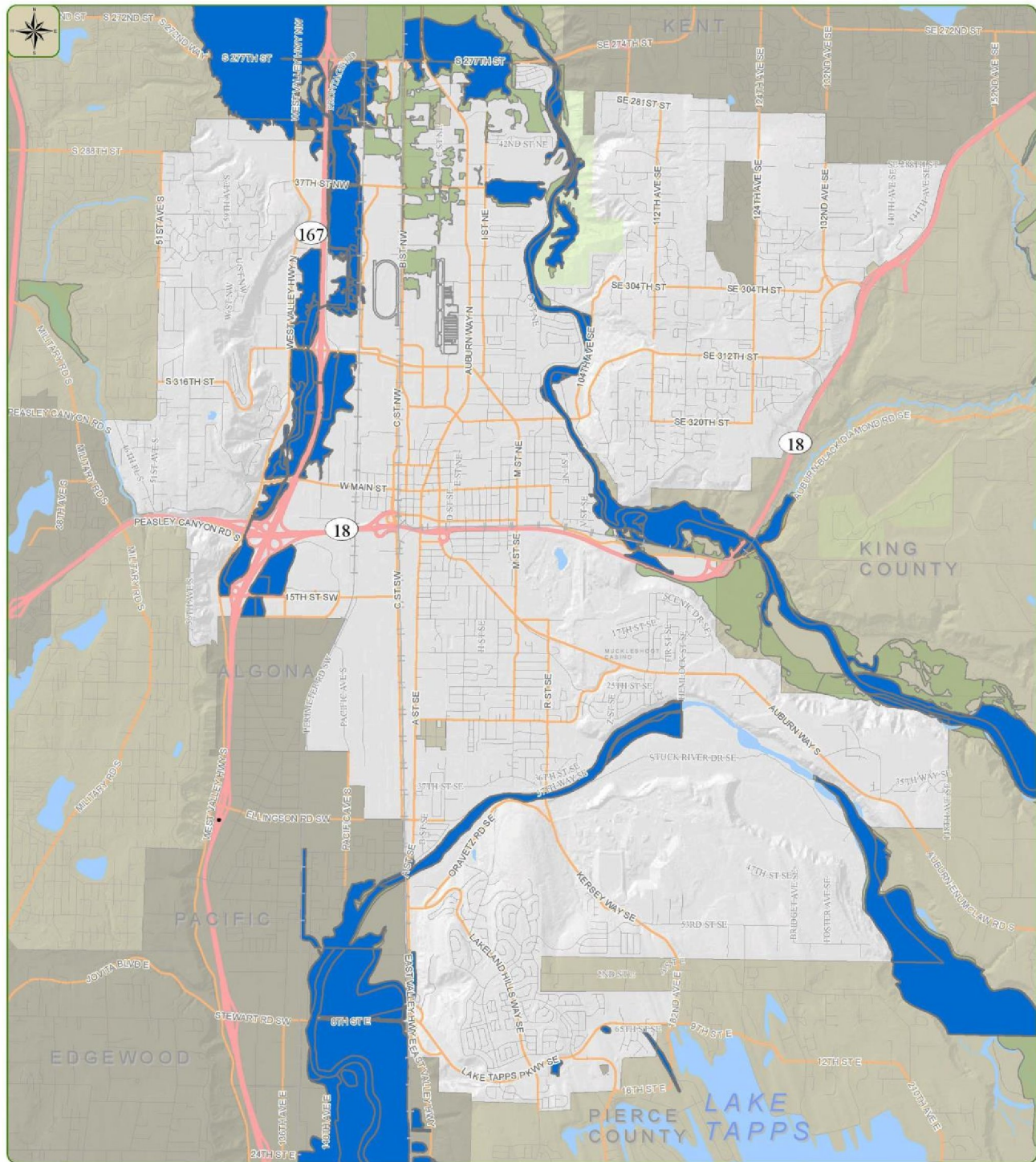


- | | | |
|------------------|-----------------------------|-----------------------|
| Hydrology | Political Boundaries | Transportation |
| Streams | City of Auburn | Arterials |
| Lakes and Rivers | Surrounding Cities | Highways |
| | King and Pierce Counties | Locals |
| | | Volcanic Hazards |

Printed On: 7/31/2019
Map ID: 6150

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

Special Flood Hazard Areas

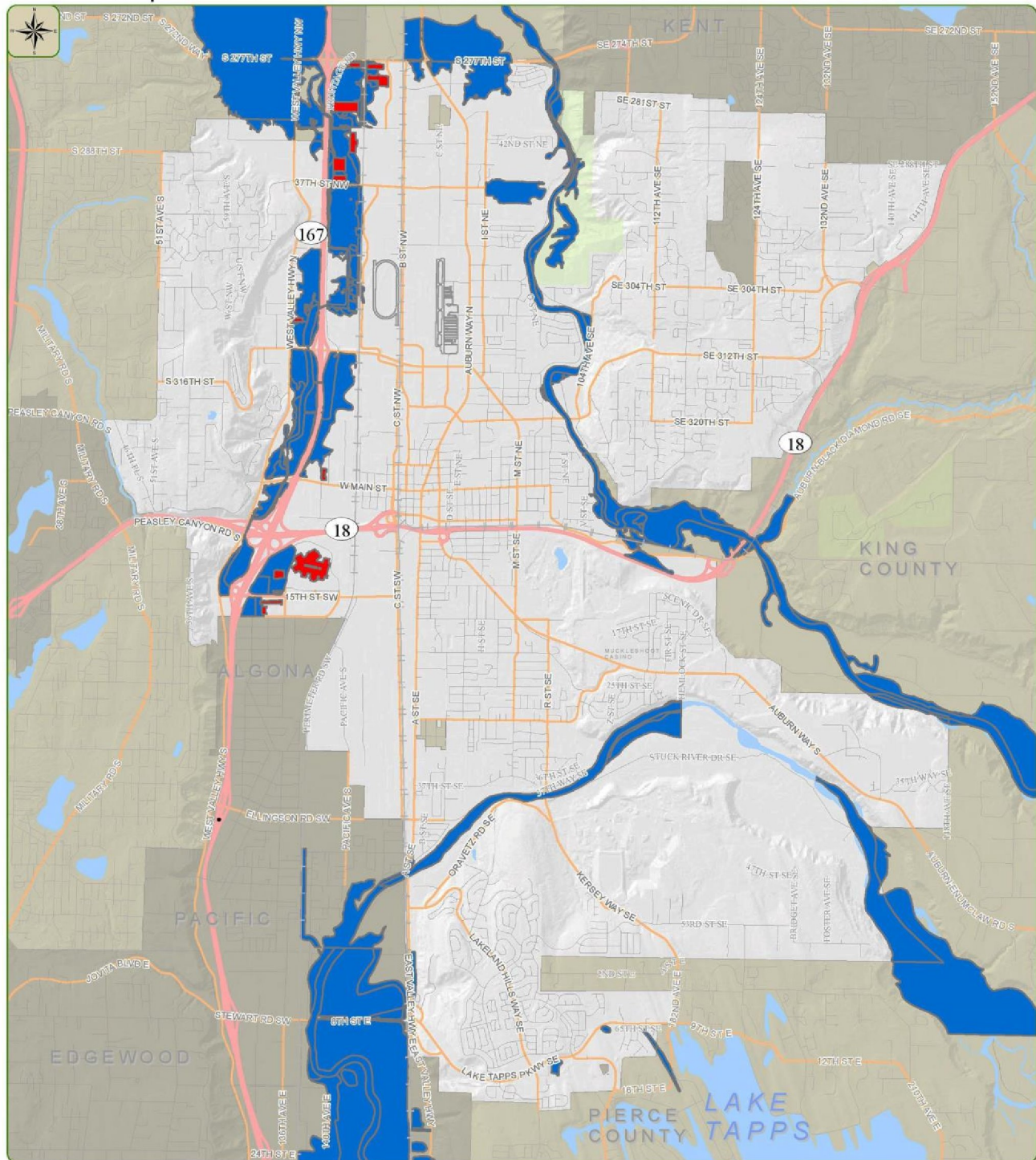


- | | |
|--------------------------|---|
| Hydrology | Transportation |
| Streams | Arterials |
| Lakes and Rivers | Highways |
| Political Boundaries | Locals |
| City of Auburn | Flood Hazard Areas |
| Surrounding Cities | Proposed Special Flood Hazard Area (SFHA) |
| King and Pierce Counties | |

Printed On: 7/31/2019
Map ID: 6148

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

Structures within Special Flood Hazard Areas



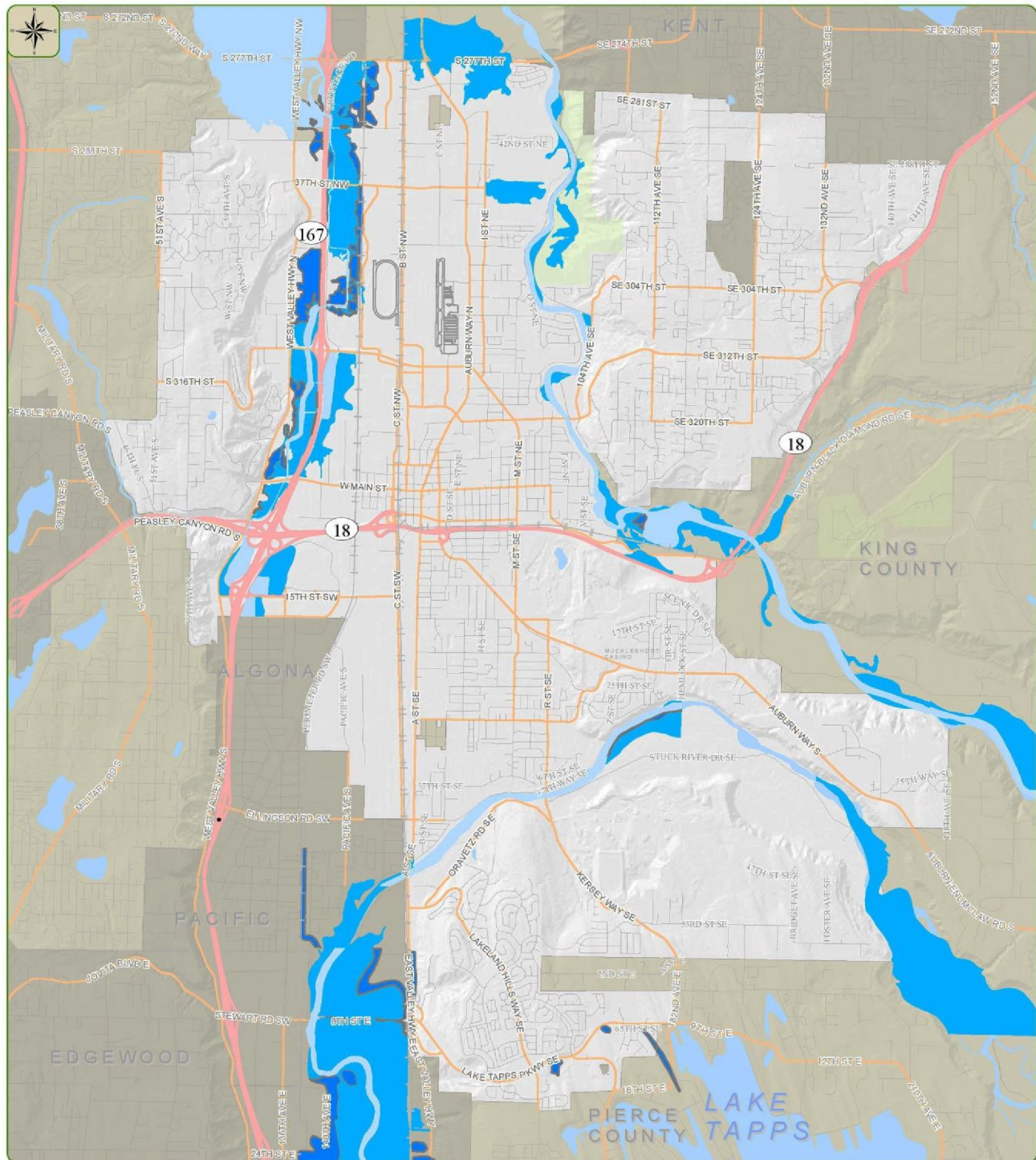
- | | |
|--------------------------|---|
| Hydrology | Transportation |
| Streams | Arterials |
| Lakes and Rivers | Highways |
| Political Boundaries | Locals |
| City of Auburn | Flood Hazard Areas |
| Surrounding Cities | Proposed Special Flood Hazard Area (SFHA) |
| King and Pierce Counties | Structures |

Structure Count: 37

Printed On: 7/31/2019
Map ID: 6149

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Floodplain

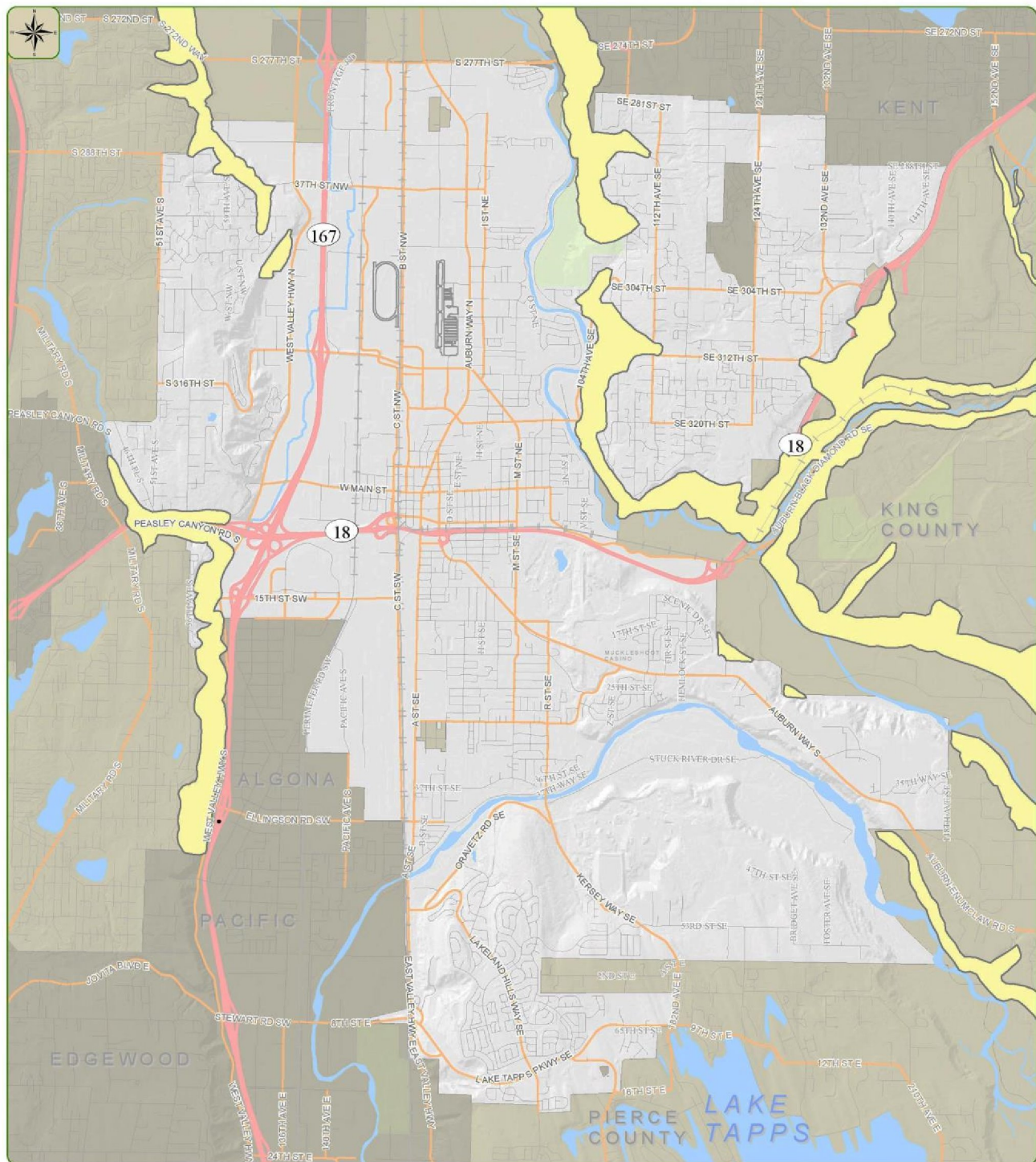


- | | | |
|----------------------|--------------------------|----------------------|
| Hydrology | Surrounding Cities | 100-Year Flood Plain |
| Streams | King and Pierce Counties | Floodway |
| Lakes and Rivers | Transportation | 500-Year Flood Plain |
| Political Boundaries | Arterials | |
| City of Auburn | Highways | |
| | Locals | |

Printed On: 7/31/2019
Map ID: 6147

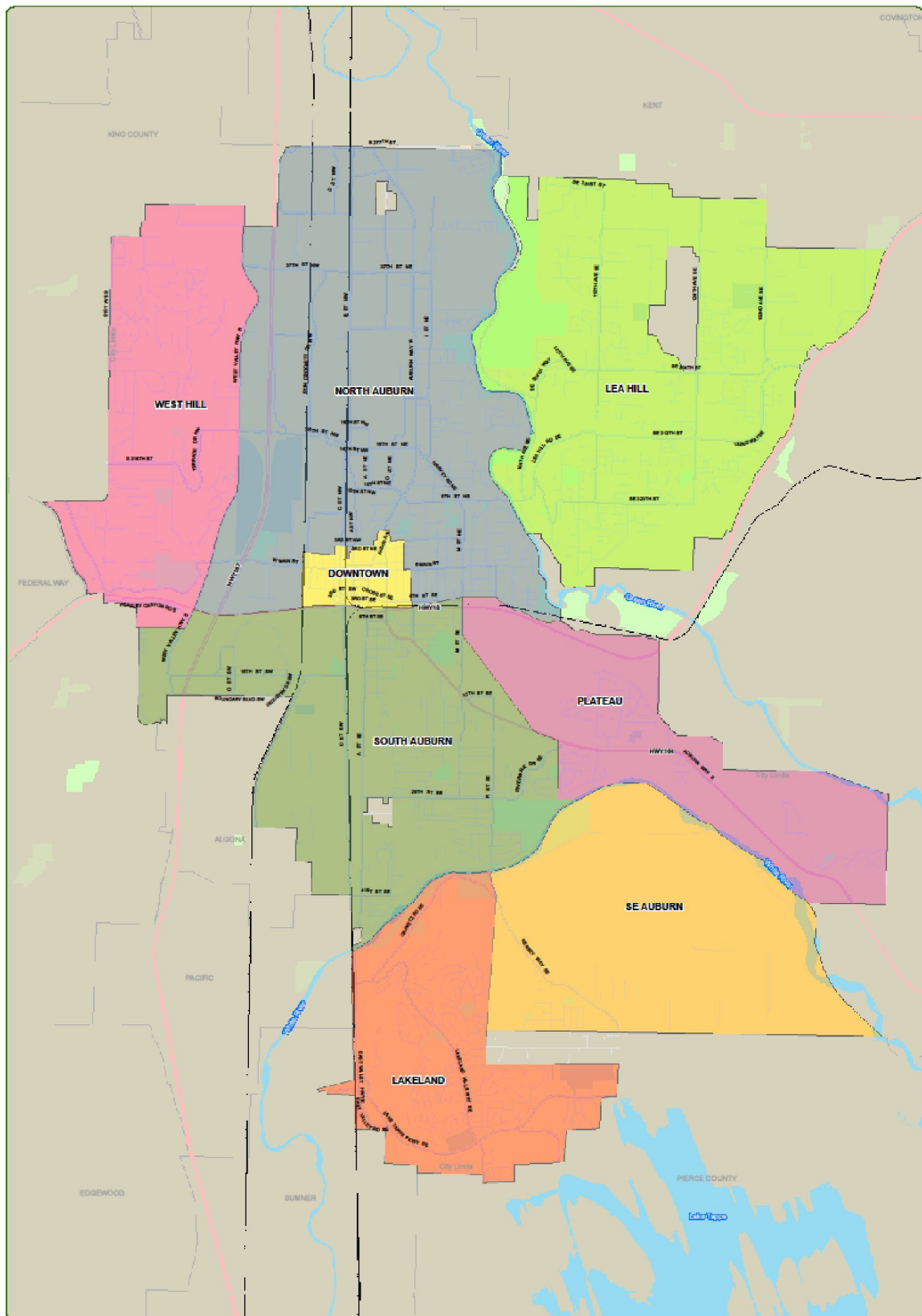
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L a n d s l i d e H a z a r d s



Printed On: 7/31/2019
Map ID: 6146

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Districts

Special Planning Areas
(Map 1.2)



0 1/4 1/2 3/4 1
MI

Printed Date: 1/6/2019
Map ID: 6084
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geographic or cartographic data.
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Map is current through Ordinance 12218
Enacted 12/12/18

Plan Update Process

The City of Auburn's planning process was open and inclusive. It began with participation in the multi-jurisdictional planning process led by King County. City staff attended training and briefings, learning about the process and requirements for completion of the plan. Staff then assembled a workgroup to develop a timeline to complete the City of Auburn annex to the Regional plan. At the early plan development stage, Valley Regional Fire Authority (provider for fire and EMS for the City) was also involved in the planning process.

Once the timeline was developed staff performed a hazard risk analysis, evaluating the potential risks within the city. Staff reviewed past mitigation plans, FEMA, King County and City of Auburn maps and records. The FEMA Risk Report: A Risk Assessment Database Summary was also considered in the risk analysis. A public open house was conducted on August 15 at 6:00 PM in City Hall to gather public feedback on the draft Hazard Risk Analysis. This open house was attended by 13 people. The attendees were a mix of residents and people that lived outside the city but worked in Auburn. Attendees were invited to review posters with the hazards, with Risk, vulnerability and impact summaries for each hazard. Once they reviewed the information and discussed the risks and impacts with staff, they were all invited to complete a questionnaire for city staff to consider while completing the mitigation planning process.

Key partners within the city such as the Muckleshoot Indian Tribe, Auburn Chamber of Commerce, Multicare Auburn (hospital) Auburn Public School District, Green River Community College, the Boeing Company, and other community groups were also invited to attend a briefing on the developing plan and provide input.

City staff reviewed the Hazard Risk Analysis and then assembled a larger group representing City Departments and evaluated City Assets at Risk to further evaluate the impact or risks directly on City assets. This group also evaluated the impact on residences and businesses due to each hazard. This information was considered as the work group developed Hazard Mitigation Strategies in an effort to mitigate the hazards as identified.

Once the risk analysis and mitigation strategies were developed by the larger group a second public open house was conducted on October 30th at 5:30 PM in the City's EOC. The purpose of this open house was to educate the public to the developing plan and solicit feedback from the public prior to adoption of the plan. This open house was attended by 14 residents and provided feedback on the draft plan before it's completion and submission to King County.

Jurisdiction Planning Team

NAME	TITLE	ORGANIZATION	CONTRIBUTION
Randy Bailey	Assistant Director, Public Works	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies.
Dane Carson	Senior GIS/Database Specialist	City of Auburn	Attended planning meetings, helped develop and provide maps for Mitigation Planning process
Scott Currie	Emergency Preparedness Assistant	City of Auburn	Attended planning meetings
Ingrid Gaub	Director, Public Works	City of Auburn	Attended planning meetings, helped develop assets at risk, mitigation strategies.
Brenda Goodson-Moore	Customer Care Manager	City of Auburn	Attended planning meetings, helped develop assets at risk, mitigation strategies.

Hannah Heyrich	Disaster Educator	AmeriCorps volunteer with City of Auburn	Attended planning meetings, helped develop assets at risk, mitigation strategies.
Dana Hinman	Director of Emergency Management	City of Auburn	Attended planning meetings, provided direction for planning process
Melissa Medisch	Human Resources Analyst	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies
Lisa Moore	Facilities Manager	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies.
Brian Petty	Recreation Manager	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies.
Ashley Riggs	Assistant Director, IT	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies
Doug Ruth	Assistant City Attorney	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies
Alexandria Teague	Planner II	City of Auburn	Attended planning meetings, coordinated with Community Development staff, helped develop timeline for planning process
Jerry Thorson	Emergency Manager	City of Auburn	Attended planning meetings, helped draft language for Risk Assessment, and preparation for Public Open House. Attended Public Outreach event with the public on August 15, 2019.
David Travis	Director of Innovation and Technology	City of Auburn	Attended planning meetings, helped identify assets at risk, develop mitigation strategies.
Tyler Turner	Emergency Management Specialist	City of Auburn	Attended planning meetings, helped draft language for Risk Assessment, and preparation for Public

			Open House. Attended Public Outreach event with the public on August 15, 2019.
Sarah Yancey	Emergency Management Coordinator	Valley Regional Fire	Attended planning meetings, helped develop Timeline for planning process.

Plan Update Timeline

PLANNING ACTIVITY	DATE	SUMMARY	ATTENDEES
Initial Mitigation Planning Team Meeting	7-19-19	Discussed goals of planning process, timeline, development of the Auburn Annex to the plan, Risk Assessment process, meeting schedule, other plans, data.	Hinman, Turner, Currie, Teague, Carson, Yancey-Nuss, Thorson
Mitigation Planning Committee	7-25-19	Developed timeline, developed a plan to complete Risk Assessment, assets at risk, identified options for Public Outreach.	Teague, Turner, Thorson
Risk Assessment Development	7-29-19 7-30-19 7-31-19	Reviewed historical data, past plans, Risk assessment Database, developed draft Risk assessment document	Turner, Thorson
Review of Risk Assessment by mitigation planning team	8-6-19	Reviewed draft of Risk Assessment, discussed plan for identifying assets at risk, and created plan for public outreach event that occurred on August 15, 2019.	Thorson, Yancey-Nuss, Turner, Carson, Teague, Currie, Hinman
Review and development of assets at risk	8-8-19	Identification of Auburn's critical assets and their vulnerability to hazards. This review included city-owned facilities, landmarks, industries, etc.	Thorson, Turner, Moore, Currie, Bailey, Petty, Medisch, Teague, Hinman
Planning	8-22-19	Review work completed and develop plan for next steps	Thorson, Carson, Turner, Currie, Teague

Assets at Risk Meeting (HR, Finance, Legal, Admin)	9-10-19	Review and consider assets at risk for Human Resources, Finance, Administration, Legal, Facilities	Thorson, Turner, Moore, Martinson, Goodwin-Moore, Ruth, Heyrich
Assets at Risk Meeting (PW, Parks)	9-11-19	Review and consider assets at risk for Public Works and Parks	Bailey, Petty, Gaub, Thorson, Turner, Heyrich
Assets at Risk Meeting (IT)	9-12-19	Review and consider assets at risk for Police and IT	Hinman, Travis, Turner, Thorson
Cyber Attack Mitigation Strategy Review of Draft Plan	9-24-19	Develop strategies for mitigating Cyber Attacks	Thorson, Riggs, Travis, Turner
	10-15-19	Review final draft of plan before second public open house to review plan	Hinman, Gaub, Teague Turner, Currie, Heyrich, Thorson

Public Outreach

Public Outreach Events

EVENT	DATE	SUMMARY	ATTENDEES
Public Open House	August 15, 2019, in City Hall from 6:00-7:30.	Staff prepared maps showing the hazard areas along with descriptions of the hazard and potential impact. The public was invited and reviewed materials, had the opportunity to ask questions and provide feedback on all aspects of the risk analysis and assets at risk. Suggestions were considered by staff and changes to the draft were made as appropriate.	We had 13 members of the public attend the Open House, they reviewed 10 large posters with maps; risk Vulnerability, and impact summaries for each natural hazard faced in Auburn. They also viewed 2 additional flood inundation maps. Staff were on hand to engage the attendees, and answer any questions. After reviewing the information and asking questions, the attendees were asked to complete a questionnaire. The feedback from the public outreach was considered in the development of the Auburn Annex to the plan.
Public Open House	October 30, 2019	Staff used the maps and other documents from	We had 14 members of the public attend the

		the first Open House and new displays showing the mitigation strategies to be included in the plan. The public was invited to review materials and had the opportunity to provide feedback on all aspects of the draft plan.	Open House, staff engaged with the public and filled in the details of the plan as needed. The public viewed, the hazard maps, the strategies to mitigate the hazards and shared their thoughts on the plan. The draft plan was posted on the City's website for review prior to the Open House.

Jurisdiction Hazard Mitigation Program

Hazard mitigation strategies were developed through a two-step process. The City of Auburn met with an internal planning team made up of staff from all departments to identify a comprehensive range of mitigation strategies. These strategies were then prioritized using a process established at the county level and documented in the base plan.

Each city department that has submitted a strategy plan will continue to work towards progress on that strategy. This includes advocacy for budget allocations, workload assignments, and grant applications that support accomplishment of those strategies.

Plan Monitoring, Implementation, and Future Updates

King County leads the mitigation plan monitoring and update process and schedules the annual plan check-ins and bi-annual mitigation strategy updates. Updates on mitigation projects are solicited by the county for inclusion in the countywide annual report.

As a participant in the 2020 update to the Regional Hazard Mitigation Plan, the city of Auburn agrees to convene their internal planning team at least annually to review their progress on hazard mitigation strategies and to update the plan based on new data or recent disasters. This will be accomplished by a subgroup of the City's Emergency Management Committee.

When King County sends federal notices of funding opportunity for the Hazard Mitigation Assistance Grant Program, the city will evaluate the viability of projects eligible for such grants and submit grant applications if appropriate to align with the priorities of the Hazard Mitigation Plan. This will be a key strategy to implement the plan.

The next plan update is expected to be due in April 2025. The City of Auburn will submit a letter of intent by 2023, at least two years prior to plan expiration. The county will lead the next regional planning effort, beginning at least 18 months before the expiration of the 2020 plan.

Continued Public Participation

The City of Auburn already maintains substantial public outreach capabilities, focusing on personal preparedness and education. Information on ongoing progress in implementing the hazard mitigation plan will be integrated into public outreach efforts. This will provide Auburn residents, already engaged in personal preparedness efforts, with context and the opportunity to provide feedback on the county's progress and priorities in large-scale mitigation. In the vertical integration of risk-reduction activities from personal to local to state and federal, it is important that the public understand how its activities support, and are supported by, larger-scale efforts.

The outreach and mitigation teams will also continue to work with media and other agency partners to publicize mitigation success stories and help explain how vulnerabilities are being fixed. When possible, public tours of mitigation projects will be organized to allow community members to see successful mitigation in action.

Auburn Hazard Mitigation Plan

King County Overall Plan Goals:

1. Access to Affordable, Healthy Food
2. Access to Health and Human Services
3. Access to Parks and Natural Resources
4. Access to Safe and Efficient Transportation
5. Affordable, Safe, Quality Housing
6. Community and Public Safety
7. Early Childhood Development
8. Economic Development
9. Equitable Law and Justice System
10. Equity in Government Practices
11. Family Wage Jobs and Job Training
12. Healthy Built and Natural Environments
13. Quality Education
14. Strong, Vibrant Neighborhoods

Hazard Mitigation Authorities, Responsibilities, and Capabilities

Plans

PLAN TITLE	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
Comprehensive Plan	Community Development	Jeff Tate	The City's development regulations including the comprehensive plan provide for identification, regulations, and protection of environmentally sensitive areas, geological hazard areas, and flood hazard areas. The comprehensive and mitigation plans are mutually supportive and provide direction for the City's planning efforts.
Comprehensive Emergency Management Plan (CEMP)	Emergency Management Division	Jerry E. Thorson	The CEMP has a direct relationship to the Hazard Mitigation plan. Many aspects of the CEMP are based on the risks outlined in the Mitigation Plan. Our CEMP is both "generic and hazard specific" in reaction to the hazards identified in the risk assessment part of the plan.
Capital Facilities Plan	Finance Department	Jamie Thomas	The Capital Facilities Plan and the Mitigation Plan are linked in that mitigation efforts related to the City's infrastructure will normally be included in the Capital Facilities Plan for consideration and funding by the city's leadership.

Programs, Policies, and Processes

PROGRAM/POLICY	RESPONSIBLE AGENCY	POINT OF CONTACT	RELATIONSHIP TO HAZARD MITIGATION PLAN
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Building Codes	Community Development	Jason Krum	The building codes utilized by the city are considered all-hazards. The City has the ability to modify building codes upon adoption reflecting risks and hazards for the City.
Emergency Management Program	Emergency Management Division	Jerry Thorson	The City of Auburn's emergency management program is based off of the risk assessment in the Mitigation Plan. Our educational programs use the risks identified to inform the public of what may happen in Auburn and how to prepare for the impact on residences and businesses.
Critical Areas Ordinance	Community Development, Planning Services Division	Jeff Dixon	The relationship of the mitigation plan and the critical areas ordinance is that they both address some of the same subjects that relate to natural features, especially flood, groundwater protection areas and geologic hazards. Additionally, the mitigation plan and the critical areas ordinance share the common purpose of protecting public health, safety and general welfare.

Entities Responsible for Hazard Mitigation

AGENCY/ORGANIZATION	POINT OF CONTACT	RESPONSIBILITY(S)
Public Works	Ingrid Gaub	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Community Development	Jeff Tate	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.

Office of the Mayor	Dana Hinman	As Director of Emergency Management, responsible for mitigation planning process and identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Innovation & Technology	David Travis	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Human Resources	Candis Martinson	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Legal	Steve Gross	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Police	William Pierson	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Finance	Jamie Thomas	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.
Parks, Arts & Recreation	Daryl Faber	Identifying departmental assets at risk, creating mitigation strategies, and implementing of strategies as possible.

National Flood Insurance Program

National Flood Insurance Program Compliance

What department is responsible for floodplain management in your community?	Department of Community Development
Who is your community's floodplain administrator? (title/position)	Jeff Tate, Director of Community Development
What is the date of adoption of your flood damage prevention ordinance?	Ordinance 6295 May 3 rd , 2010
When was the most recent Community Assistance Visit or Community Assistance Contact?	2007 CAV visit with March 2008 final report
Does your community have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are?	No
Do your flood hazard maps adequately address the flood risk within your community? If so, please state why.	Yes. The City is utilizing the Flood Insurance Rate Maps (FIRM) required by FEMA. FEMA is in the process of updating the Green River FIRM's. The City of Auburn intends on adopting these maps by or before 180 days after FEMA issues a Letter of Determination to the City of Auburn to adopt the new maps.
Does your floodplain management staff need any assistance or training to support its floodplain	The City of Auburn currently has three Certified Floodplain Managers. These staff members and other City of Auburn staff engage in continuing education

management program? If so, what type of training/assistance is needed?	offered by FEMA and other agencies to stay current with floodplain management regulations. City staff contacts Washington State Department of Ecology and FEMA Region X as needed for support.
Does your community participate in the Community Rating System (CRS)? If so, what is your CRS Classification and are you seeing to improve your rating? If not, is your community interested in joining CRS?	Our classification is a 5. This classification was last updated/provided as a result of a CRS audit at the end of 2018 and final score determined on February 21, 2019.
How many Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties are located in your jurisdiction?	SRL: 0 RL: 0
Has your community ever conducted an elevation or buy out of a flood-prone property? If so, what fund source did you use? If not, are you interested in pursuing buyouts of flood prone properties?	In 1996 the City purchased 1508 W Main St. (parcel no. 1421049036) in Auburn, WA for open space utilizing Hazard Mitigation Grant Program funds. This property was a repetitive loss property; but because the city acquired it and demolished the building it is no longer in that category.

Hazard Mitigation Strategies

The first step in creating Auburn's 2019 Mitigation Strategies was a review of the 2015 plan. Staff reviewed the plan, and determined past accomplishments and challenges. Staff then evaluated whether any of the items from the 2015 plan should be carried over into the 2019 updates. Once that step was accomplished, plan participants began development of the 2019 strategies. Once the Mitigation Plan is adopted by City Council, the appropriate departments will consider the strategies as future budgets are developed and will work with regional partners to leverage funding options and mutual benefits of working together.

2015 Hazard Mitigation Strategy Status

STRATEGY	DESCRIPTION	PRIORITY	STATUS
AU-1 Maintain compliance under the National Flood Insurance Program	The City of Auburn has maintained compliance with the National Flood Insurance Program since adoption of the flood damage prevention ordinance on May 3rd, 2010 (Ordinance No. 6295). The City has maintained compliance by using the Flood Insurance Rate Maps (FIRM) required by FEMA, participating in the Community Rating System, and certifying staff to function as certified floodplain managers.	High	Completed/Ongoing
AU-2 Retrofit Maintenance and Operations Facility to reduce susceptibility to earthquake damage.	The City is completing a space planning effort in 2019 including the potential for relocation or partial relocation of the M&O facilities. Should relocation become the City's preferred alternative, retrofitting the existing site may not be necessary.	Low	Not completed- Carry over to 2019 plan

AU-3 Installation of seismic protection valves on City reservoirs to provide for automatic shutoff in event of an earthquake	3 reservoirs are completed, 5 more remaining to retrofit.	Medium	Not completed- Carry over to 2019 plan
AU-4 Upgrade computer server racks throughout the City to reduce susceptibility to earthquake damage	Completed per the 2015 action plan. No new rack added since.	High	Do not carry over to 2019 plan.
AU-5 Implement software and hardware to comply with State Certification requirements for destruction of source documents after digitizing. This will safeguard records in case of disaster	The City purchased the software, license and hardware and have since implemented Laser fiche for official document storage. The project is slated for 2019 to implement retention, electronic forms, electronic signatures and automated workflows, however that is for operational efficiencies. The City is compliant with the state now.	High	Completed
AU-6 Expand and reconfigure stormwater detention ponds on West Hill along S. 296 th St to reduce wintertime flooding along the valley floor below	The proposed expansion of the South 296 th Street storm pond would result in only a minor reduction in flows to the valley tributary and not improve the overall existing conditions.	N/A	Not completed- Do not carry over to 2019 plan.
AU-7 Prepare and adopt a new optional Comprehensive Plan element for Natural Hazard Reduction	While this was identified and remains of value, it is not a <u>Mandatory</u> or listed <u>Optional</u> element of Comprehensive (land use) Plans; it is not a subject that this required to be addressed under the WA State Growth Management Act (GMA) (<u>RCW 36.70A.070</u>) (<u>RCW 36.70A.080</u>) and therefore has a low priority in comparison to other required updates to land use plans. There are also higher priorities of the dept. in light of staff resources. Also, this effort may be duplicative of some portions of the CEMP and Mitigation plan.	Low	Do not carry over to 2019 plan.
AU-8 Measures to prevent acts of terrorism from occurring at key City	Identify methods, processes or procedures to prevent and or mitigate acts of terrorism. This could include, barriers, structural changes, and policies.	High	Limited progress due to funding issues.

facilities (Justice Center, EOC, City Hall, etc.)			
AU-9 Develop and adopt changes to City Code to limit tree removal within certain sloped or landslide susceptible area	Restricting tree removal on sloped or landslide areas happens now on a case-by-case basis under the authority of the CAO. This allows the restriction to be tailored to the circumstance; a more requirement of general applicability could be less flexible. While this was identified and remains of value, it is lessor priority.	Low	Geologic hazard areas including lands or areas susceptible to varying degrees of risk of landslides also known as landslide hazard areas, are subject to the City's Critical Areas Ordinance (CAO). The CAO classifies landslide hazard areas into four categories, with Class I landslide hazards indicating a low hazard and Class IV indicating a very high hazard. The CAO establishes when a landslide hazard area may be or may not be altered – alteration including removal of trees and vegetation.
AU-10 Create part or full time FTE position to conduct disaster related public education throughout the city	For the last four years, we've used AmeriCorps Disaster Educator(s) to meet this need. We will continue to recruit, train and utilize AmeriCorps personnel in the future	High	Completed Carry over to 2019 plan
AU-11 Enhance capability to produce City stats and data capability	City statistics are needed for understanding hazard risks and mitigation options for city leadership to consider.	High	Completed- in coordination with IT department.
AU-12 Create, fund, and administer a grant or low interest loan program that allows homeowners to retrofit single family homes to protect against impacts from hazards of concern within the City	Program intended to help homeowners obtain low cost funding to retrofit homes, mitigating potential damages from future events in Auburn.	Medium	Not completed due to funding.
AU-13 Conduct community education campaign to address pandemic flu issues	Promotion of flu shots; also public education related to mumps and measles	High	Partially completed, continue to support and follow Seattle-King County Public Health

			initiatives. Do not carry over to 2019 plan.
AU-14 Continue to support county-wide initiatives identified in this plan	As a partner in the regional mitigation effort, the City will continue to participate and support the regional plan.	High	Completed Carry over to 2019 plan.
AU-15 Actively participate in the plan maintenance strategy identified in this plan	As a partner in the regional mitigation effort, the City will continue to participate and support the regional plan.	High	Completed Carry over to 2019 plan.

2020 Hazard Mitigation Strategies

STRATEGY	LEAD AGENCY/POC	TIMELINE	PRIORITY
AU-1 Retrofit Maintenance and Operations Facility to reduce susceptibility to earthquake damage.	Public Works	Ongoing	Low
AU-2 Installation of seismic protection valves on City reservoirs to provide for automatic shutoff in event of an earthquake	Public Works	Ongoing	Medium
AU-3 Evaluating/Hardening City Network systems to mitigate cyber security events.	IT	New	High
AU-4 Develop and implement a Community Organizations Active in Disaster (COAD) program to increase community resiliency	Emergency Management	New	Medium
AU-5 Create part or full time FTE position to conduct disaster related public education throughout the city	Emergency Management	Ongoing	High
AU- 6 Funding/ Partnership Mitigation Strategy	Emergency Management	Ongoing	Medium
AU-7 Continue to support county-wide initiatives identified in this plan	City of Auburn	Ongoing	High

AU-8 Actively participate in the plan maintenance strategy identified in this plan	City of Auburn	Ongoing	High

Hazard Mitigation Strategy

AU- 1: Retrofit Maintenance and Operations Facility to reduce susceptibility to earthquake damage.

Lead Points of Contact: Randy Bailey Assistant Director of Public Works Services	Partner Points of Contact:	Hazards Mitigated: - Seismic Goals Addressed: 4, 6, 8, 14	Funding Sources and Estimated Costs: TBD Real Estate Excise Tax Revenues, General fund, Grant funding
Strategy Vision/Objective: Create a facility to house operations that would be available after a large seismic event. This facility is crucial to the operation of the City’s Water , Sewer, Street and Storm systems during all emergency events. This facility also is home to our Supervisory Control and Data Acquisition (SCADA) system for all City utilities and the Department’s Operation Center (DOC). This facility also provides maintenance and repair of the City’s entire fleet, including Police. These services can be crucial to maintain during emergencies to keep our staff able to provide response to the community.			
Mitigation Strategy: Retrofit existing 1970’s era concrete tilt-up building to current seismic standards. This building is used as the City of Auburn Public Works Maintenance facility for street, utilities and fleet services. This building needs to be available for operations after a seismic event.			
2-Year Objectives - Apply for Funding for design and construction - Select consultant and begin design		5-Year Objectives: Start and complete retrofit construction	Long-Term Objectives:
Implementation Plan/Actions: - Apply for grant opportunities in 2020 - Budget for Design in 2021 - Begin construction in 2023			
Performance Measures - Design for Current seismic code at the time of building permit application - Seek Grant funding - Complete construction in 2023.			

AU- 2: Installation of seismic protection valves on City reservoirs to provide for automatic shutoff in event of an earthquake

Lead Points of Contact: Susan Fenhaus Water Utility Engineer, Public Works Department	Partner Points of Contact:	Hazards Mitigated: - Earthquake Goals Addressed: 1, 6, 8	Funding Sources and Estimated Costs: TBD General fund, FEMA Hazard Mitigation Grants
Strategy Vision/Objective: All City reservoirs have automatic shutoff valves to retain water in the reservoir in the event of an earthquake.			
Mitigation Strategy: Some of the City’s reservoirs currently have automatic shutoff valves; however, several facilities do not include this measure. The proposed mitigation would complete the installation of automatic shutoff valves on all reservoirs that do not currently have them. During an earthquake, broken pipes within the water system could cause a large amount of water to escape the reservoir(s). This could cause fluctuations in pressures within the system causing potential damage, it could also cause potential local flooding and would reduce the potable water available within the City’s system. Closed valves keep water in the reservoir, preventing flooding.			
2-Year Objectives: 1 or 2 reservoirs without automatic shutoff valves will have valves installed	5-Year Objectives: 1 or 2 additional reservoirs without automatic shutoff valves will have valves installed.		Long-Term Objectives: All reservoirs will have automatic shutoff valves
Implementation Plan/Actions: - Identify reservoirs without automatic shutoff valve - Seek available grant funding - Design valve installation projects specific to each reservoir - Construct facility - Regularly test and exercise valve operation			
Performance Measures: Valves at reservoirs automatically close in the event of an earthquake			

AU- 3 Evaluating/Hardening City Network systems to mitigate cyber security events.

Lead Points of Contact: David Travis, Director of Innovation & Technology	Partner Points of Contact: Network Security Vendors, Counties, State, Federal, All City Departments/Personnel	Hazards Mitigated: Cyber Attack Goals Addressed: 4, 6, 8, 9	Funding Sources and Estimated Costs: \$250,000 General Fund, Grants
Strategy Vision/Objective: The City uses a variety of systems, services and devices to protect assets from a Cyber Attack.			
Mitigation Strategy: The City will use a combination of software, hardware, artificial and human intelligence to protect the City’s assets from a Cyber Attack. Innovation & Technology will increase education levels of City employees on best practices for Cyber Defense.			
2-Year Objectives: • Increase awareness of communication tools with industry leaders and experts. • Review and evaluate security spending and employee training to ensure adequate cyber defense.	5-Year Objectives: • Review legislative cyber security agendas to ensure alignment. • Optimizing Network for City staff against Cyber Attacks. • Have security systems in place to contain a Cyber Attack.	Long-Term Objectives: • Partner with subject matter experts to perform Cyber Attack tests, audits and table top exercises.	
Implementation Plan/Actions: • Evaluate Cyber Security threat levels and impacts. • Identify all risks and formulate mitigation strategies for each scenario. • Train all City staff on their role to help protect and prevent the City’s systems against a Cyber Attack. • Secure necessary funding to achieve Cyber Security goals. • Implement necessary changes to achieve Cyber Security goals.			
Performance Measures: Systems implemented have prevented or mitigated Cyber Attacks against City Assets or services.			

AU- 4 Develop and implement a Community Organizations Active in Disaster (COAD) program to increase community resiliency

Lead Points of Contact: Jerry Thorson, Emergency Manager	Partner Points of Contact: COAD Members	Hazards Mitigated / All Hazards Goals Addressed: 1, 2, 6, 14	Funding Sources and Estimated Costs: TBD General Funding
Strategy Vision/Objective: The City of Auburn will form a network of resiliency by connecting and educating community organizations, businesses, nonprofits, volunteer organizations, and the citizenry through the development of a COAD (Community Organizations Active in Disasters).			
Mitigation Strategy: The City of Auburn’s Emergency Management Division will form a COAD (Community Organizations Active in Disasters) and provide member organizations with plan-development support while encouraging partnerships between organizations to increase the capacity of Auburn organizations to prepare for, respond to, and recover from disasters.			
2-Year Objectives: - Develop the COAD mentorship program and curriculum. - Form sector-level COAD groups and begin the mentorship program.	5-Year Objectives: - Evaluate need for programs to assist COAD members with emergency planning for their organizations. - Evaluate/improve COAD progress from a whole community perspective.	Long-Term Objectives: Support the COAD network and their level of preparedness, provide ongoing training/support of COAD members.	
Implementation Plan/Actions: - Research and develop the COAD mentorship program, designed to be a guided process for emergency plan development with ongoing training opportunities and stakeholder engagement. - Identify partners for potential sector-level COADs to promote communication between agencies/organizations with similar scopes or interests. - Begin mentorship program with interested COAD members and establish the COAD group. - Bridge connections between sector level COAD members to promote whole community resiliency and partnerships.			
Performance Measures: - Feedback from stakeholders and COAD member organizations. - Evaluate participation by COAD members with a variety of measurements on a quarterly basis. - Track progress on the development of emergency procedures within a member organization throughout the mentorship program.			

AU- 5 Create part or full time FTE position to conduct disaster related public education throughout the city.

Lead Points of Contact: Jerry Thorson, Emergency Manager	Partner Points of Contact: David Reid, Washington Service Corps/AmeriCorps	Hazards Mitigated: All Hazards Goals Addressed: 6, 14	Funding Sources and Estimated Costs: General Fund; \$15,000
Strategy Vision/Objective: Auburn is well educated on the hazards faced within and around the City. This has created a more resilient and prepared community for the emergencies faced around the area. The Public Outreach efforts have incorporated a whole community approach including vulnerable populations and those with Limited English Proficiency (LEP).			
Mitigation Strategy: Auburn will recruit and hire an AmeriCorps member funded through the Washington Service Corps that will serve as a Disaster Educator for the Auburn community. The Disaster Educator will complete a 10 month tenure and perform the following responsibilities: • Coordinate Disaster Education and Preparedness activities. • Coordinate Emergency Response Team program. • Recruit and manage emergency volunteers. • Coordinate Disaster Preparedness Education through the City. • Evaluate on an annual basis whether to continue with an AmeriCorps position or fund via another source.			
2-Year Objectives: Provide Disaster Preparedness Education to Schools within the Auburn School District, Homeowners Associations, Local Businesses, Faith-Based Communities, and Local Events.	5-Year Objectives: Provide Disaster Preparedness Education to Schools within the Auburn School District, Homeowners Associations, Local Businesses, Faith-Based Communities, and Local Events.	Long-Term Objectives: Provide Disaster Preparedness Education to Schools within the Auburn School District, Homeowners Associations, Local Businesses, Faith-Based Communities, and Local Events.	
Implementation Plan/Actions: On an annual basis, City staff will work with Washington Service Corps to recruit, hire and train a Disaster Educator through AmeriCorps. The educator will work with the Auburn School District, Homeowners Associations, Local Businesses, Faith-Based Communities, and Local Events to schedule and provide training for as many community members as possible. The Emergency Management staff will coach and mentor the Disaster Educator to provide up-to-date disaster preparedness education to the public.			
Performance Measures: The performance measures may change on an annual basis and will be based on the agreement with the Washington Service Corps program.			

AU- 6 Funding/Partnership Mitigation strategy

Lead Points of Contact (Title) Jerry Thorson Emergency Manager	Partner Points of Contact (Title) Washington State Military Department. EM Division, FEMA	Hazards Mitigated: All Hazards Goals Addressed: 4, 6, 8	Funding Sources and Estimated Costs Staff time City share TBD
Strategy Vision/Objective: Leverage community partnerships (public and private) and grant funding opportunities to address mitigation priorities within the city.			
Mitigation Strategy: - Reach out to community partners to determine shared concerns and priorities around hazard mitigation. - Negotiate cost-share agreements for shared projects, or allocate matching funds from city budget to meet grant requirements.			
2-Year Objectives: - Identify new partners for mitigation projects where appropriate. - Submit grant applications when opportunities arise.	5-Year Objectives: Complete one project with partner participation and/or grant funding	Long-Term Objectives: Continue to cultivate a community culture that participates in investment in mitigation.	
Implementation Plan/Actions: - Develop membership contact information to encourage memberships and make new connections with mitigation partners. - Introduce mitigation concepts in meetings with external stakeholders. - Maintain grant documentation files and tracking systems for applications.			
Performance Measures: - Submit one grant application every two years. - Complete one project with partner participation and/or grant funding.			

AU- 7 Continue to support county-wide initiatives identified in this plan

Lead Points of Contact: Jerry Thorson, Emergency Manager	Partner Points of Contact: Derek Heibert, King County OEM	Hazards Mitigated All Hazards Goals Addressed: 1, 4, 5, 6, 8, 14	Funding Sources and Estimated Costs: TBD General Fund/Grants
Strategy Vision/Objective: The City’s hazard mitigation efforts remain aligned with the King County Regional Hazard Mitigation Plan. Auburn’s efforts compliment King County’s initiatives.			
Mitigation Strategy: Auburn will strive to accomplish the goals in the King County Regional Hazard Mitigation Plan, specifically the Auburn Annex. City stakeholders will follow the direction and guidelines provided by King County OEM. City staff will coordinate with County representatives on mutual projects to ensure mitigation efforts are producing the best possible outcome for the community. Auburn will continue to participate in future renewals of the Regional Hazard Mitigation Plan.			
2-Year Objectives: - Consider Mitigation Funding through the City budget process. - Participate in County Mitigation Planning efforts. - Collaborate with neighboring jurisdictions and their mitigation efforts.	5-Year Objectives: - Participate in the renewal of the Regional Hazard Mitigation Plan. - Seek grants to accomplish goals and objectives listed in the Auburn Annex.	Long-Term Objectives: Strengthen stakeholder relationships between City and County to ensure mitigation efforts are accomplished continuously.	
Implementation Plan/Actions: - Participate in future King County Mitigation efforts. - Help educate the Public on Mitigation efforts. - Seek funding as needed to participate in Mitigation efforts. - Educate City Leadership & Elected Officials throughout the Mitigation Planning process.			
Performance Measures: - Feedback from stakeholders, including City and County Leadership, and the General Public. - Completion of shared goals and objectives.			

AU- 8 Actively participate in the plan maintenance strategy identified in this plan

Lead Points of Contact: Jerry Thorson, Emergency Manager	Partner Points of Contact: Derek Heibert, King County OEM	Hazards Mitigated All Hazards Goals Addressed: 4, 6	Funding Sources and Estimated Costs: \$0 Staff time
Strategy Vision/Objective: The City of Auburn will actively participate in the monitoring, evaluating, and updating of the King County Regional Mitigation Plan every 5 years. In addition, the City incorporates the requirements of the Mitigation Plan into other appropriate planning mechanisms. Lastly, the Auburn community continues to be involved in the plan maintenance process.			
Mitigation Strategy: As possible, the City of Auburn will participate in the Steering Committee which will be involved in key elements of the plan maintenance strategy and will also participate with King County in performing annual reviews. As a planning partner with King County OEM, Auburn will provide feedback to the planning team on items involved in the Annual Progress Report. Auburn will encourage public involvement based on guidance from the Steering Committee to obtain feedback from local residents. This strategy will be based on the needs and capabilities of the partners at the time of the update.			
2-Year Objectives: Auburn will participate in the annual reviews of the King County Regional Mitigation Plan.	5-Year Objectives: Auburn will participate in the 5 year cycle update of the King County Regional Mitigation Plan.	Long-Term Objectives: Auburn will actively participate in the monitoring, evaluating, and updating of the King County Regional Mitigation Plan.	
Implementation Plan/Actions: - Participate in future King County Mitigation efforts through our Steering Committee and Planning Team. - Help educate the Public on Mitigation efforts. - Educate City Leadership & Elected Officials throughout the Mitigation Planning process.			
Performance Measures: - Feedback from stakeholders, including City and County Leadership, and the General Public. - Annual review is completed and progress report is submitted to King County - Five year plan revision is completed and submitted to King County.			

