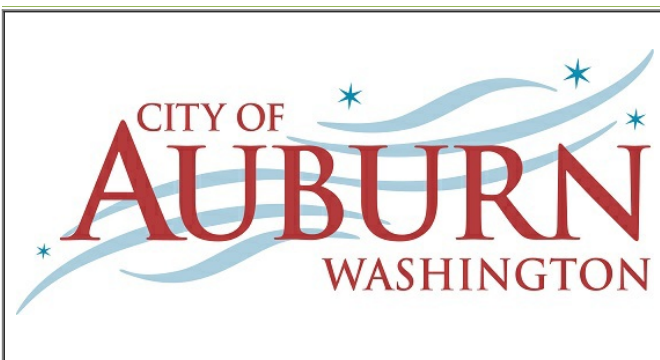


	City Council Meeting April 4, 2022 - 7:00 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **PUBLIC PARTICIPATION**

1. **Public Participation**

The Auburn City Council Meeting scheduled for Monday, April 4, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: <https://us06web.zoom.us/j/89298495584>

The public can also view the meeting on YouTube:

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

To join the meeting by phone, please use the below call-in information:

253 215 8782
888 475 4499 (Toll Free)

Webinar ID: 892 9849 5584

A. **Pledge of Allegiance**

B. **Roll Call**

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

A. **Proclamation - Sexual Assault Awareness Month**

Mayor Backus to proclaim April 2022 as "Sexual Assault Awareness Month" in the City of Auburn

B. **Proclamation - National Public Safety Telecommunicators Week**

Mayor Backus to proclaim April 10-16, 2022 as "National Public Telecommunicators Week" in the City of Auburn

C. Proclamation - Sikh Heritage Day

Mayor Backus to proclaim April 14, 2022 as "Sikh Heritage Day" in the City of Auburn

D. Proclamation - Arbor Day

Mayor Backus to proclaim April 19, 2022 as "Arbor Day" in the City of Auburn

IV. APPOINTMENTS

A. Reappointments to Boards & Commissions

City Council to reappoint Mike Harbin to the Transportation Advisory Board to serve a new three year term expiring December 31, 2024.

(RECOMMENDED ACTION: Move to approve the reappointment to the Transportation Advisory Board for a three year term to expire on December 31, 2024.)

B. Junior City Council Appointment

City Council to confirm the appointment of Savannah Lueck to the Junior City Council for a two year term to expire August 31, 2023.

(RECOMMENDED ACTION: Move to approve the appointment to the Junior City Council for a two year term to expire on August 31, 2023.)

V. AGENDA MODIFICATIONS

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

1. The public can participate in-person or submit written comments in advance of the scheduled meeting.

The public can provide comments in-person or submit written comments in advance of the scheduled meeting. Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

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)
2. Preservation Funding (Chair Jeyaraj)

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 21, 2022 Regular City Council Meeting
- B. Minutes of the March 14, 2022 and March 28, 2022 Study Session Meetings
- C. Claims Vouchers (Thomas)
Claims Voucher list dated April 4, 2022 which included voucher numbers 467341 through 467481, in the amount of \$4,951,875.49, and six wire transfers in the amount of \$1,095,592.98
- D. Payroll Voucher (Thomas)
Payroll check numbers 539345 through 539349 in the amount of \$552,116.71, electronic deposit transmissions in the amount of \$2,209,451.33, for a grand total of \$2,761,568.04 for the period covering March 17, 2022 to March 30, 2022
- E. Convert Grant-Funded Administrative Assistant from Part-Time to Full-Time Limited Term Position

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

IX. UNFINISHED BUSINESS

X. ORDINANCES

- A. Ordinance No. 6852 (Gaub)
An Ordinance authorizing Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, LLC

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6852.)

- B. Ordinance No. 6853 (Tate)
An Ordinance amending Section 14.22.060 of the Auburn City Code (ACC) to create an exception to the Comprehensive Plan Amendment Process for Annexations

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6853.)

- C. Ordinance No. 6856 (Caillier)
An Ordinance amending Section 10.36.268 of the Auburn City Code (ACC) related to vehicle parking for persons with disabilities

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6856.)

XI. RESOLUTIONS

- A. Resolution No. 5659 (Faber)
A Resolution authorizing submission of a grant application to the Washington State Historical Society for grant funding for Phase Two of the Auburn Arts & Culture Center

(RECOMMENDED ACTION: Move to adopt Resolution No. 5659.)

- B. Resolution No. 5660 (Caillier)
A Resolution authorizing the Mayor to accept a grant award from the Washington Association of Sheriffs and Police Chiefs for behavioral health support and suicide prevention for law enforcement officers

(RECOMMENDED ACTION: Move to adopt Resolution No. 5660.)

- C. Resolution No. 5657 (Gaub)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County, Metro Transit Department relating to Safe Routes to Transit Program Capital Improvements

(RECOMMENDED ACTION: Move to adopt Resolution No. 5657.)

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:

Minutes of the March 21, 2022 Regular City Council Meeting

Department:

City Council

Attachments:

[03-21-2022 Minutes](#)

Date:

March 31, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

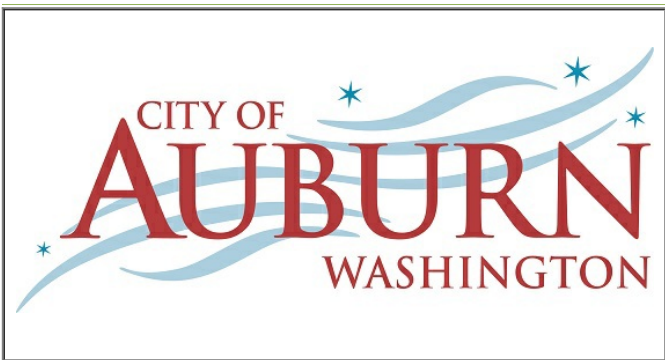
Revised Budget: \$0

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

Meeting Date: April 4, 2022

Staff:

Item Number: CA.A

	City Council Meeting March 21, 2022 - 7:00 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers present: Deputy Mayor Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Department directors and staff members present included:
City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub,
Director of Innovation and Technology David Travis, Chief of Police Mark
Caillier, Business Systems Analyst Danika Olson, Director of Finance
Jamie Thomas, Development Services Manager Jason Krum, Interim
Deputy City Clerk Hannah Scholl and City Clerk Shawn Campbell.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, reports or presentations.

Mayor Backus made a Land Acknowledgment to the Muckleshoot Indian Tribe.

IV. AGENDA MODIFICATIONS

There were no modifications to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

Mayor Backus opened the public hearing at 7:02 p.m.

1. Public Hearing for New Cingular Wireless PCS, LLC
Franchise Agreement No. FRN21-0006 (Gaub)

A Public Hearing to Consider Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, LLC

Virginia Haugen 2503 R ST SE Auburn

Ms. Haugen expressed concerns about wireless services.

Mayor Backus closed the Public Hearing at 7:05 p.m.

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

Virginia Haugen 2503 R ST SE Auburn

Ms. Haugen expressed concerns about ongoing issues with homelessness, surrogate parents and Ukraine.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

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

2. Preservation Funding (Chair Jeyaraj)

Deputy Mayor Jeyaraj, Chair of the Preservation Funding ad hoc committee reported that the committee consists himself and Councilmembers Brown and Stearns. They will begin meeting the middle of March through April 4th, 2022 and report back to Council April 25th, 2022.

VII. **CONSENT AGENDA**

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

- A. Minutes of the February 28, 2022 Study Session Meeting
- B. Minutes of the March 7, 2022 Regular City Council Meeting
- C. Claims Vouchers (Thomas)
Claims Voucher list dated March 21, 2022 which included voucher numbers 467162 through 467340, in the amount of \$3,678,809.96, and three wire transfers in the amount of \$717,963.79
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539338 through 539344 in the amount of \$74,900.71, electronic deposit transmissions in the amount of \$2,391,574.07, also a special payroll for Police Sergeant Retention Bonuses with electronic deposit transmission in the amount of \$77,191.68, for a grand total of \$2,543,666.86 for the period covering March 03, 2022 to March 16, 2022
- E. Public Works Project No. CP2102 (Gaub)
City Council to approve an increase of \$75,000.00 in the total maximum authorized contract amount for Public Works Contract No. 21-33: Construction of Project No. CP2102 4th Street SE Preservation – Auburn Way South to L ST SE

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

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. **UNFINISHED BUSINESS**

There was no unfinished business.

IX. **ORDINANCES**

- A. Ordinance No. 6848 (Tate)
An Ordinance adding Section 5.20.260 to Auburn City Code (ACC) to allow the regulation and licensing of mobile vendors and food truck related activities

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to adopt Ordinance No. 6848.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6850 (Thomas)

An Ordinance amending Ordinance No. 6794, the 2021-2022 Biennial Operating Budget Ordinance, and Ordinance No. 6796, the 2021-2022 Biennial Capital Budget Ordinance, as amended by Ordinance No. 6815, Ordinance No. 6827, Ordinance No. 6836, and Ordinance No. 6837, authorizing amendment to the City of Auburn 2021-2022 budget as set forth in Schedule "A" and Schedule "B"

Councilmember Baggett moved and Councilmember Baldwin seconded to adopt Ordinance No. 6850.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 6851 (Gaub)

An Ordinance amending Auburn City Code (ACC) Sections 13.48.005, 13.48.010, 13.48.180, 13.48.240, and 13.48.440 regarding the City's storm drainage system

Councilmember Stearns moved and Councilmember Mulenga seconded to adopt Ordinance No. 6851.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Ordinance No. 6855 (Gaub)

An Ordinance creating Chapter 10.55 of the Auburn City Code (ACC) relating to personal delivery devices

Deputy Mayor Jeyaraj moved and Councilmember Brown seconded to adopt Ordinance No. 6855.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Ordinance No. 6857 (Tate)

An Ordinance relating to health and safety regulation, revising graffiti removal criteria, and to create consistent timelines for civil penalties for violations by amending Chapters 1.25 and 8.13 of the Auburn City Code (ACC)

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6857.

MOTION CARRIED UNANIMOUSLY. 7-0

X. **RESOLUTIONS**

A. Resolution No. 5654 (Gaub)

A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and the Auburn School District relating to Project No. CP2208 – 124th Ave SE Improvements

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5654.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Baggett reported he attended the King County Regional Transit Authority meeting.

Councilmember Stearns reported he attended the National League of Cities Conference.

Councilmember Trout-Manuel reported she attended the National League of Cities Conference and the King County Children and Youth Advisory Board meeting.

B. From the Mayor

Mayor Backus reported she attended the Women in Construction event at Auburn Mechanical, the Sound Transit Fare Recovery Board meeting and the South King Housing and Homelessness Partners meeting.

XII. NEW BUSINESS

There was no new business.

XIII. ADJOURNMENT

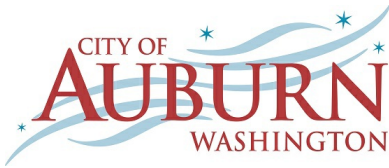
There being no further business to come before the Council, the meeting was adjourned at 7:31 p.m.

APPROVED this 4th day of April, 2022.

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 March 14, 2022 and March 28, 2022 Study
Session Meetings

Date:

March 31, 2022

Department:

City Council

Attachments:

[03-14-2022 Minutes](#)

[03-28-2022 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: April 4, 2022

Staff:

Item Number: CA.B

	City Council Study Session PWCD SFA March 14, 2022 - 5:30 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers virtually present: Bob Baggett, Kate Baldwin, Larry Brown and Robyn Mulenga. Councilmembers Chris Stearns and Yolanda Trout-Manuel were excused.

Mayor Nancy Backus, Deputy Mayor Jeyaraj, Innovation and Technical Support Specialist Danika Olson, Police Chief Mark Caillier, Interim Deputy City Clerk Hannah Scholl and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Harry Boesche, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Administration Dana Hinman, Director of Community Development Jeff Tate and Director of Finance Jamie Thomas, Project Engineer Jeffrey Bender, Capital and Construction Engineering Manager Ryan Vondrak, Right-of-Way Specialist Amber Olds, Utilities Engineering Manager Lisa Tobin, Senior Planner Josh Steiner and Code Compliance Manager Chris Barack.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6850 (Thomas)(20 Minutes)

An Ordinance amending Ordinance No. 6794, the 2021-2022 Biennial Operating Budget Ordinance, and Ordinance No. 6796, the 2021-2022 Biennial Capital Budget Ordinance, as amended by Ordinance No. 6815, Ordinance No. 6827, Ordinance No. 6836, and Ordinance No. 6837, authorizing amendment to the City of Auburn 2021-2022 budget as set forth in Schedule "A" and Schedule "B"

Director Thomas provided Council with an update in the 2022 General Fund Revenue Realignment, the 2020 General Fund Carry Forward and a summary of new requests and summary of proposed changes to other funds.

Council discussed increased funding to the Diversity, Equity and Inclusion program, the Jacobson Tree Farm project, the Equipment Rental Fund and security at City Hall.

B. Legislative Update (Hinman)(10 Minutes)

Director Hinman provided Council with a legislative update. She reviewed the bills regarding Public Safety, regulatory land use, parks, open spaces and social services.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Capital Projects Status Report and Feature Project (Gaub)(15 Minutes)

Co-Chair Brown chaired this section of the meeting.

Manager Vondrak and Engineer Bender provided Council with the Capital Project Status update. They noted the number of current projects, highlighted CP2112 - High Friction Surface Treatment, CP2119 - Arterial Pedestrian and Bike Safety, CP16121 Auburn Arts & Culture Center Fire Suppression Connection, and the 4th Street SE Preservation Project.

Council discussed improvements to City infrastructure during construction.

B. 2021 State of Our Streets (SOS) (Gaub)(20 Minutes)

Engineer Webb and Engineer Clark provided Council the 2021 State of Our Streets report. They explained the purpose of the report and what it includes, provided a street preservation overview, reviewed the current street preservation program and the upcoming discussion regarding funding including funding options.

Council discussed road conditions, weather impact to the road conditions, the arterial and collector street condition.

C. Ordinance No. 6851 (Gaub)(15 Minutes)

An Ordinance amending Auburn City Code (ACC) Sections 13.48.005, 13.48.010, 13.48.180, 13.48.240, and 13.48.440 regarding the City's storm drainage system

Manager Tobin provided Council with proposed changes to the Storm Drainage Utility Code update. She reviewed the proposed amendments to City Code to address state and Regulatory Storm Requirements, the proposed changes to maintenance and repair responsibilities and the Source Control Program.

Council discussed communication to property owners.

D. Ordinance No. 6852 (Gaub)(5 Minutes)

An Ordinance granting to new Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, a franchise for wireless telecommunications

Specialist Olds provided Council with a presentation on the proposed Franchise Agreement with Cingular Wireless PCS. She explained the location and the proposed agreement.

E. Ordinance No. 6855 (Gaub)(5 Minutes)

An Ordinance creating Chapter 10.55 of the Auburn City Code (ACC) relating to personal delivery devices

Assistant Director Sweeting provided Council a presentation on proposed Ordinance 6855 regarding Personal Delivery Devices (PDD). He explained what a PDD is, he reviewed the State law regarding the PDD's and the proposed Code update.

Council discussed where the PDD's can travel, code requirements, ensuring safety of devices, pedestrians and vehicles, the locations of dispensaries and speed of the PDD's.

F. Overview of 2024 Periodic Comprehensive Plan Update Program (Tate)(20 Minutes)

A presentation as an introduction to the Periodic Comprehensive Plan update due in 2024, including anticipated program milestones

Planner Steiner provided Council with the 2024 Periodic Comprehensive Plan update. He explained the requirements and purpose for Periodic Comprehensive Plan updates.

G. Ordinance No. 6857 (Tate)(20 Minutes)

An Ordinance relating to health and safety regulation, revising graffiti removal criteria, and to create consistent timelines for civil penalties for violations by amending Chapters 1.25 and 8.13 of the Auburn City Code (ACC)

Manager Barack provided Council with a presentation on draft Ordinance No. 6857 regarding graffiti abatement. He explained the background of the program and shared the future plans for the program. He explained the proposed Code changes relating to graffiti.

Council expressed their appreciation for the wraps on the utility boxes. They discussed the cost to homeowners for abatement, alternatives to covering graffiti and consequences for repeat offenders.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

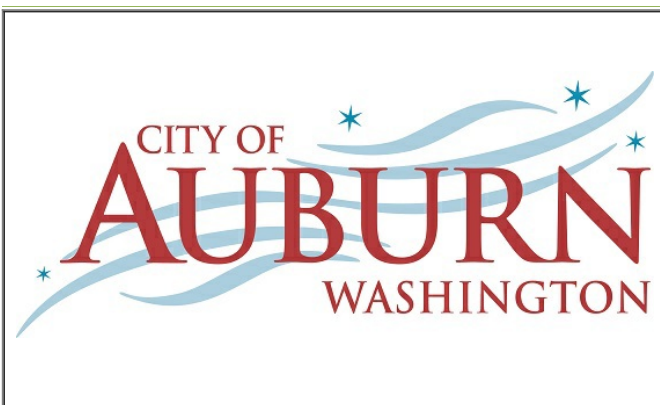
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:16 p.m.

APPROVED this 4th day of April, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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

	City Council Study Session Muni Services SFA March 28, 2022 - 5:30 PM City Hall Council Chambers and Virtual AGENDA 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

Deputy Mayor Jeyaraj called the meeting to order at 5:31 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor Jeyaraj, Bob Baggett, Kate Baldwin, Robyn Mulenga, Chris Stearns.

Councilmember Yolanda Trout-Manuel arrived at 5:33 p.m. Councilmember Larry Brown was excused.

Department directors and staff members present include: City Attorney Kendra Comeau, Chief of Police Mark Caillier, Deputy City Attorney Harry Boesche, Director of Administration Dana Hinman, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Commander David Colglazier, Assistant Director of Innovation and Technology Ashley Riggs, Business Systems Analyst Chrissy Malave, Business Systems Analyst Danika Olson, City Clerk Shawn Campbell and Interim Deputy City Clerk Hannah Scholl.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6853 (Tate) (5 Minutes)

An Ordinance amending Section 14.22.060 of the Auburn City Code (ACC) to create an exception to the Comprehensive Plan Amendment process for Annexations

Director Tate provided Council with an overview of Ordinance 6853 regarding exceptions to annexations in the Comprehensive Plan.

Council discussed past annexations and annexation process.

B. Legislative Update (Hinman) (30 Minutes)

Director Hinman provided Council with a Legislative Update including Senate Bill (SB) 5663, SB 5919, House Bill (HB) 1725, HB 1620, SB 5155, SB 5555, HB 1719, HB 1735, HB 2037, HB 1620, HB 1660, HB 1782, SB 5818 and HB 1918. The Auburn Community Resource Center received a grant of \$1.5 million.

Council discussed HB 1725 and grant funding.

City Attorney Comeau, Chief Caillier and Deputy City Attorney Boesche discussed update on the 2022 Public Safety Legislative Update including bills related to police use of force, deadly force, tactics, police pursuits and equipment.

Council discussed excessive force, revising House Bills and officers responses to citizens in distress.

C. 4th Quarter 2021 Financial Report Update (Thomas) (20 Minutes)

Director Thomas provided Council with the 4th Quarter 2021 Financial Report Update including the General Fund Revenue overview, General Fund expenditures by department, Retail Sales Tax, Utility Taxes, building permits, intergovernmental revenue, charges for services, Real Estate Excise Tax, Transportation Impact Fees and Park Impact Fees.

Council discussed percentage of expenditures and Real Estate Taxes.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Ordinance No. 6856 (Caillier) (10 Minutes)

An Ordinance amending Section 10.36.268 of the Auburn City Code (ACC) related to vehicle parking for persons with disabilities

Co-Chair Baldwin chaired this portion of the meeting.

Chief Caillier provided Council with an overview of Ordinance 6856 relating to vehicle parking for persons with disabilities.

B. Police Annual Reports (Caillier) (30 Minutes)

Presentation of two Police Annual Reports; 2021 Annual Use of Force Review and 2021 Annual CIA Review

Chief Caillier and Commander Colglazier provided Council with the 2021 Annual Use of Force Review including number of CAD incident responses, case reports, arrests and bookings, use of force complaints, force types, force resulting in injuries, incidents by time of day, reason for force, resistance during force, officer assessment prior to force, use of force demographics, the Use of Force Committee and body worn cameras.

Council discussed number of incidents of force, use of deadly force, canine related injuries, officer assessments, DUI incidents, data collection, body worn cameras and BOLA Wraps.

Chief Caillier and Commander Colglazier provided Council with the 2021 Annual CIA Review including the different types of commendations and their criteria, employee investigations, allegations, employee related collisions, combined discipline, outside agency investigations and grievances.

Council discussed the process of nominating officers for commendations, internal investigations, supervisory investigations, levels of discipline and the steps of grievances.

V. NEW BUSINESS

There was no new business.

Councilmember Trout-Manuel requested bringing the Rules of Procedure before Council

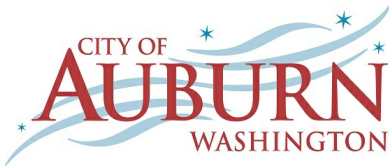
VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:35 p.m.

APPROVED this 4th day of April, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

March 30, 2022

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims Voucher list dated April 4, 2022 which included voucher numbers 467341 through 467481, in the amount of \$4,951,875.49, and six wire transfers in the amount of \$1,095,592.98

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

Thomas

Meeting Date: April 4, 2022

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

March 30, 2022

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539345 through 539349 in the amount of \$552,116.71, electronic deposit transmissions in the amount of \$2,209,451.33, for a grand total of \$2,761,568.04 for the period covering March 17, 2022 to March 30, 2022

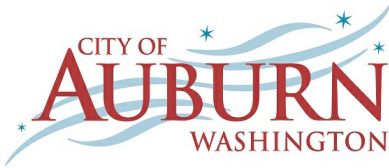
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: April 4, 2022

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Convert Grant-Funded Administrative Assistant from Part-Time to Full-Time Limited Term Position

Date:

March 25, 2022

Department:

Parks/Art and Recreation

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Authorize the Conversion of Grant -Funded KCVHS Administrative Assistant from Limited time to Full-Time Limited-Term position through 2023 or until funding ends..

Background for Motion:

This action is to clarify the intent of BA#5 as it relates to the KCVHSL Administrative Assistant position increasing the hours from Part-Time to Full-Time Limited-Term through the duration of grant funding.

Background Summary:

BA#5 authorized the increase in expenditure authority for the Veterans, Seniors and Human Services grant contract. .

This grant funds the South King County Senior Centers and Resources Hub. Core Hub services are targeted toward seniors, their caregivers, senior veterans, and military service members and their respective families who live in South King County – particularly seniors who are geographically or socially isolated and are from immigrant backgrounds where the primary language is not English – to experience social engagement and connection, engage in activities that promote healthy aging, and access resources that support seniors to live in their communities of choice.

BA #5, as it relates to the KCVSHS grant is to utilize these available funds to convert the variable-hour Grant Administrative Assistant to limited time, benefited position (1.0 LTE) through 2023. This detail was not in the BA#5 Council Detail and is required for all FTE's.

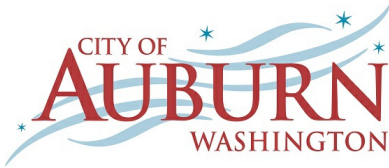
Reviewed by Council Committees:**Councilmember:****Staff:**

Faber

Meeting Date: April 4, 2022

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6852 (Gaub)

Date:

March 15, 2022

Department:

Public Works

Attachments:

[Ordinance No. 6852](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6852.

Background for Motion:

New Cingular Wireless PCS, LLC has applied for a franchise agreement to continue to operate their existing wireless telecommunications site located in the public way as their current franchise agreement is set to expire in the near future. New Cingular Wireless PCS, LLC currently provides wireless voice, data and communications services, including commercial radio and mobile data services from the existing facility.

Background Summary:

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

New Cingular Wireless PCS, LLC has applied for a new franchise agreement to continue to operate their existing wireless telecommunications site located in the public way of Auburn Way North, north of 26th St NE as their current franchise agreement is set to expire in the near future. New Cingular Wireless PCS, LLC currently provides wireless voice, data and communications services, including commercial radio and mobile data services from the existing facility.

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

A staff presentation was given at the March 14, 2022 Study Session discussing Draft Ordinance No. 6852. A Public Hearing to consider this application and hear public comment was held before the City Council on March 21, 2022, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6852 authorizes Franchise Agreement No. FRN21-0006 with New Cingular Wireless PCS, LLC subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: April 4, 2022

Item Number: ORD.A

ORDINANCE NO. 6852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELESS TELECOMMUNICATIONS.

WHEREAS, New Cingular Wireless PCS, LLC ("Franchisee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee's request for a Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants to grant the franchise to Franchisee.

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with Auburn City Code 20.02.020. In addition, the following definitions apply:

- A. "ACC" means the Auburn City Code.
- B. "Franchise Area" means the public ways as specified in Exhibit "A".

Franchise Area does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.

- C. "Franchisee's Facilities" means any and all equipment, appliances, attachments, appurtenances, antennas, and other items necessary for Telecommunications Services as defined in Chapter 35.99.010(7) RCW, that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireline services or front-haul or back-haul services to the general public separate from Franchisee's Services. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in Chapter 80.36.375 RCW. Franchisee's facilities do not include any equipment that is not located within the Franchise Area or that is covered under a separate Franchise Agreement or agreement.

D. "Franchisee's Services" means the transmission and reception of information, only at the Franchisee's Facilities identified in Exhibit A, by wireless communication signals including data communications services, over Franchisee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit A attached hereto and incorporated by reference. located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent

domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Franchisee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WA6416; Name: Christopher (**WA**)
Fixed Asset No: 10013466
1025 Lenox Park Blvd NE
3rd Floor

Atlanta, GA 30319

Telephone: (877) 231-5447

Email Address: releaseadmin@att.com

with a required copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site #: WA6416; Name: Christopher (WA)

Fixed Asset No: 10013466

208 S. Akard St.

Dallas, TX 75202-4206

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (800-638-2822).

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "B"), (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence

emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed, or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 10 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 11. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

C. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 12. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Franchisee will keep the City informed of its long-range plans, to the extent such plans have been made public, for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence or willful misconduct of the City, its officers, officials, employees, agents, volunteers or invitees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, agents, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the

negligence or willful misconduct of the City, or its employees or agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 15. Insurance

A. The Franchisee shall carry and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall carry insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be provided per ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and include contractual liability coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be provided per Insurance Services Office (ISO) form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington or be a qualified self-insurer.

5. Excess or Umbrella Liability insurance shall be excess over and the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy by endorsement as respects to this Agreement.

D. Minimum Amounts of Insurance. The Franchisee shall maintain the following insurance limits:

1. Commercial General Liability insurance per ISO form CG 00 01 or equivalent shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington or be a qualified self-insurer and employer's liability insurance with limits of not less than \$1,000,000.00 per accident/ per disease, per employee/ per disease, policy limits.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

G. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure. (ii) financial statements will be made available; (iii) Franchisee or its parent company is responsible for all payments

within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior written consent of the City.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed assignee or transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance

and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Agreement. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise upon written notice thereof to Franchisee, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's

actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee, if the Franchisee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt under authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

The section titles used are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation.

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

Section 26. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 27. Effective date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

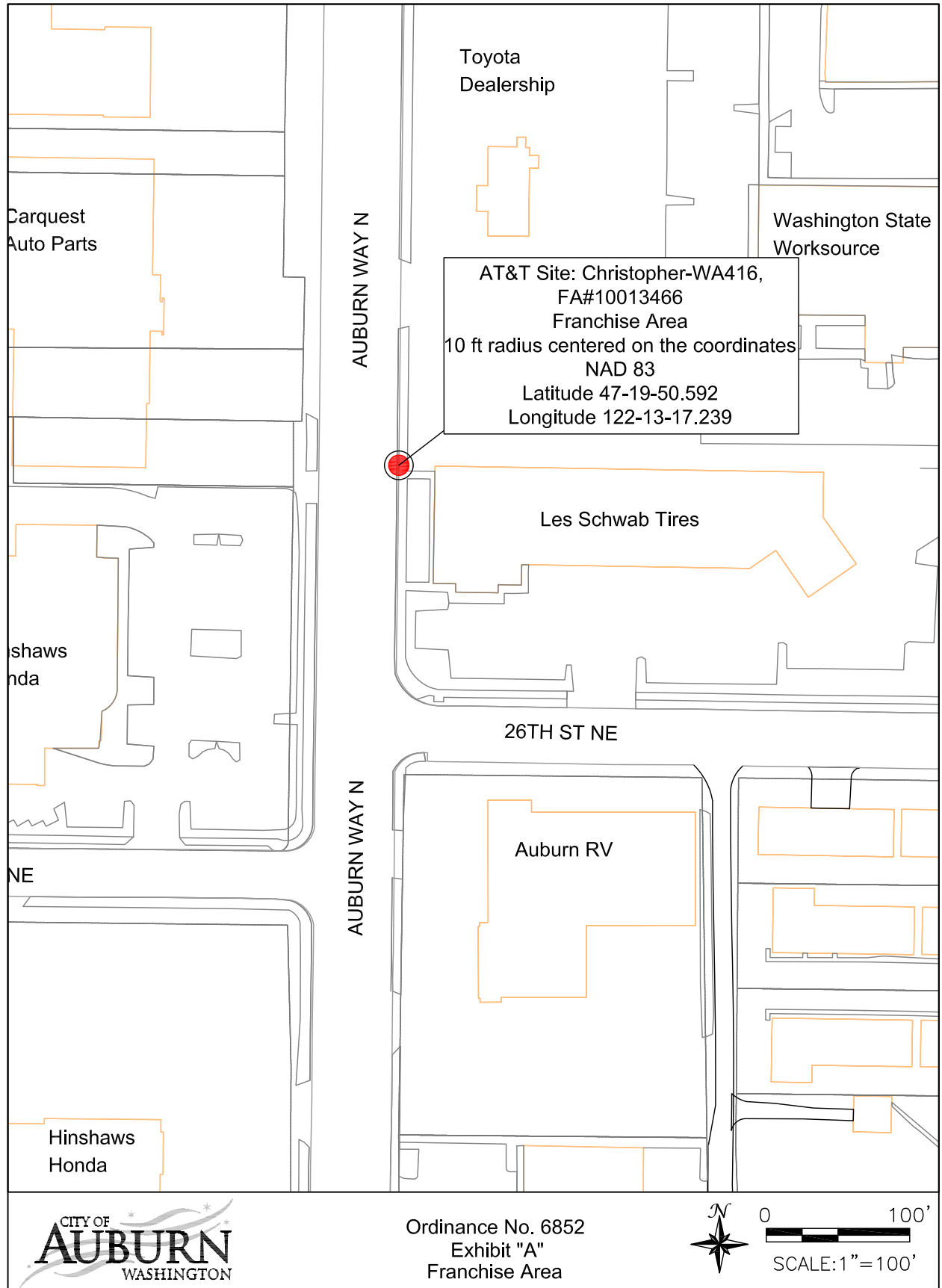


EXHIBIT "B"

STATEMENT OF ACCEPTANCE

New Cingular Wireless PCS, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss.

COUNTY OF _____)

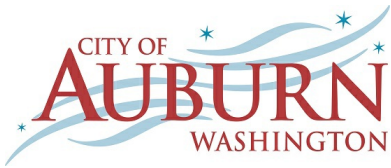
On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6853 (Tate)

Date:

March 24, 2022

Department:

Community Development

Attachments:

[Ordinance No. 6853](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Schedule Ordinance No. 6853 for action by City Council on April 4, 2022

Background for Motion:

I move to adopt Ordinance 6853

Ordinance 6853 amends ACC 14.22.060 by including an additional exception to the comprehensive plan amendment process when the amendment(s) are associated with an annexation.

Background Summary:

Chapters 35.10 and 35.13 of the Revised Code of Washington (RCW) establish the procedures and requirements that govern annexations. Within both RCW's there is recognition that a comprehensive plan may be amended in conjunction with the process for annexation. Auburn City Code (ACC) Chapter 14.22 establishes the process for amending Auburn's Comprehensive plan. ACC 14.22.060 sets for the exceptions to the comp plan amendment process. Amendments associated with an annexation are not included in the list of exceptions. Ordinance 6853 seeks to correct ACC 14.22.060 by recognizing that comp plan amendments that are associated with an annexation do not need to follow the amendment procedures outlined in Chapter 14.22 ACC.

Ordinance 6853 was presented to City Council during the March 28, 2022 Study Session. Council expressed no objection to moving the ordinance forward for consideration at the April 4, 2022 City Council meeting.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Tate

Meeting Date: April 4, 2022

Item Number: ORD.B

ORDINANCE NO. 6853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 14.22.060 OF THE AUBURN CITY CODE TO CREATE AN EXCEPTION TO THE COMPREHENSIVE PLAN AMENDMENT PROCESS FOR ANNEXATIONS.

WHEREAS, Chapter 35.13 RCW establishes the procedures and requirements that govern annexation of unincorporated areas into incorporated areas; and

WHEREAS, Chapter 35.10 RCW establishes the procedures and requirements that govern annexation or transfer of areas from one city to another city; and

WHEREAS, Chapter 35A.14 RCW establishes the procedures and requirements that govern annexation of unincorporated areas into incorporated code cities; and

WHEREAS, Chapter 14.22 of the Auburn City Code ("ACC") establishes the local procedures and requirements for amending the comprehensive plan; and

WHEREAS, Section 14.22.060.C ACC lists the exceptions to the procedures for amending the comprehensive plan and does not identify annexation as an exception; and

WHEREAS, amendments to Section 14.22.060.C ACC are necessary in order to establish annexation as an exception to the comprehensive plan amendment process.

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

Section 1. Amendment to City Code. That Section 14.22.060 of the Auburn City Code is amended to read as attached in Exhibit A.

Section 2. Constitutionality and Invalidity. If any section, subsection sentence, clause, phrase, or portion of this Ordinance, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Implementation. The Mayor is authorized to implement such

administrative procedures as may be necessary to carry out the directions of this legislation.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

NANCY BACKUS, Mayor

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Published:

14.22.060 Amendments and exceptions.

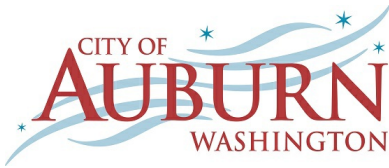
A. The comprehensive plan may only be amended pursuant to this chapter, no more frequently than once each calendar year as part of the annual cycle established herein, except as provided in subsection C of this section.

B. All amendments shall be considered concurrently so as to assess their cumulative impact.

C. *Exceptions.* Pursuant to Chapter 35A.70 RCW, under the following circumstances, amendments may be processed separately and in addition to the annual amendment cycle:

1. If an emergency exists, which is defined as an issue of community-wide significance that addresses the public health, safety, and general welfare;
2. To resolve an appeal of a comprehensive plan filed with the Growth Management Hearings Board or with the court;
3. To adopt or amend a shoreline master program under the procedures set forth in Chapter 90.58 RCW;
4. The initial adoption of a subarea plan or new element to the comprehensive plan;
5. The amendment of the capital facilities plan may occur concurrently with the adoption or amendment of the city budget.

6. Amendments of the comprehensive plan that are conducted in conjunction with an annexation as set forth in Titles 35 and 35A RCW.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6856 (Caillier)

Date:

March 31, 2022

Department:

Police

Attachments:

[Ordinance No. 6856](#)

[Exhibit A, Ordinance No. 6856](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Ordinance 6856

Background for Motion:

This ordinance will update Auburn City Code to correct outdated language and RCW references pertaining to vehicle parking for persons with disabilities. This ordinance will ensure that any issued citations and/or resulting vehicle impounds are based on solid legal authority.

Background Summary:

This ordinance updates language to be consistent with RCW in defining valid permits, with specific reference to the applicable RCW. It also adds clarity on blocking access aisles, crosshatched areas, and required distance from wheel chair ramps. The ordinance adds further clarity to when impounds for violations would be authorized and references the specific governing RCW.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Chief Caillier

Meeting Date: April 4, 2022

Item Number:

ORD.C

ORDINANCE NO. 6856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 10.36.268 OF THE AUBURN CITY CODE RELATED TO VEHICLE PARKING FOR PERSONS WITH DISABILITIES

WHEREAS, section 10.36.268 of the Auburn City Code (ACC) sets forth regulations and restrictions on vehicle parking for persons with disabilities, and in doing so adopts portions of the Revised Code of Washington (RCW) by reference;

WHEREAS, since the City last updated ACC 10.36.268, its adopted RCW provisions have moved to elsewhere in the State code, leaving ACC 10.36.268 with incorrect State law references;

WHEREAS, ACC 10.36.268 is otherwise in need of revision to update its language for precision and clarity.

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

Section 1. Amendment to City Code. Section 10.36.268 of the Auburn City Code is amended to read as set forth in Exhibit A to this Ordinance.

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.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

EXHIBIT A—ORDINANCE NO. 6856

ACC 10.36.268 Disabled parking for persons with disabilities – Violations, penalties.

A. Parking spaces indicated for persons with disabilities. A parking space or stall for a person with disabilities ~~physically disabled person~~ shall be indicated by a vertical sign placed ~~between 48 and 60 inches from the off the~~ ground. The sign shall display, with the RCW 70.92.120 international symbol of access described under RCW 70.92.120 displaying the notice “State disabled parking permit required” and include language indicating that a warning that other vehicles parked in the space or stall without a license plate, placard or card described in this section may be impounded. ~~permits are subject to impound.~~

B. Parking for vehicles transporting persons with disabilities; exception.

1. Vehicles transporting Any persons meeting the RCW 46.19 who meets the criteria for special parking privileges under Chapter 46.16 RCW shall be are allowed without free of charge to park a vehicle being used to transport that person in otherwise time-restricted parking zones or areas ~~that are otherwise restricted as to the length of time parking is permitted.~~ To be eligible for this parking privilege, the vehicle person must shall obtain and display the license plate, placard or card as described in RCW 46.19. a special card, decal, or license plate under Chapter 46.16 RCW to be eligible for the privileges set forth in this section. The display card must be hung from the rearview mirror and be visible through the windshield, or placed in a clearly visible location, face up on the dashboard.

2. This subsection B does not apply to parking those zones or areas that prohibit all vehicles from in which the stopping, parking or standing, of all vehicles is prohibited or that restrict parking to which are reserved for special vehicle types of vehicles. The person shall obtain and display a special card, decal, or license plate under Chapter 46.16 RCW to be eligible for the privileges set forth in this section. The display card must be hung from the rearview mirror and be visible through the windshield, or placed in a clearly visible location, face up on the dashboard.

C. Violations.

1. Improper parking in a space or stall indicated for persons with disabilities. No person ~~may shall~~ stop, stand or park a vehicle in a ~~properly posted and marked~~ parking space or stall indicated for a person with disabilities ~~physically disabled person as provided in subsection A of this section~~ for any purpose or length of time unless the such vehicle displays the license plate, placard or card as described in RCW 46.19. a special license

~~plate, card or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW.~~

~~2D. Vehicles blocking access aisles for persons with disabilities. No person may shall stop, stand, or park a vehicle to block or make inaccessible in any access aisle or crosshatched area immediately adjacent to a properly posted and marked parking space or stall indicated for a person with disabilities physically disabled person as provided in subsection A of this section.~~

~~3.F. Vehicle parking within 20 feet of wheelchair ramps. No person may shall stop, stand or park a vehicle in front of or within 20 feet of a wheelchair ramp on a public street unless lawfully parking in a space or stall indicated for persons with disabilities. except for marked, disabled parking stalls.~~

D. Penalties.

1. Infraction. Any violation of this section is an infraction with a maximum penalty of \$300.00.

2. Vehicle impound. E.—The chief of police or designee may impound any vehicle:

a. parked in violation of subsection C.1 of this section, whether the space or stall is on public property or on private property without charge; or

b. parked upon a public right of way or other publicly owned or controlled property in violation of any other provision of this section.

The redemption of an impounded vehicle shall be governed by RCW 46.55 and other applicable law.

~~A vehicle may be impounded with a parking citation to its owner when a vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW is parked in a stall or space clearly and conspicuously marked therefor whether the space is provided on private property without charge or on public property, as signed and marked as set forth in subsection A of this section. The issuance of a previous parking citation to said vehicle for violation of the terms of this section shall constitute said prior notice.~~

~~F. No person shall stop, stand or park a vehicle in front of or within 20 feet of a wheelchair ramp on a public street, except for marked, disabled parking stalls.~~

~~G. Any violation of this section shall be an infraction and punishable by a monetary penalty of \$300.00.~~



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5659 (Faber)

Date:

March 26, 2022

Department:

Parks/Art and Recreation

Attachments:

[Resolution 5659](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council approve Resolution 5659

Background for Motion:

The proposed Resolution is to support a grant application to the Washington State Historical Society Heritage Capital Projects for the renovations to the basement level at the Auburn Arts & Culture Center.

Background Summary:

This resolution is to authorize a grant application to the Washington State Historical Society Heritage Capital Project grant cycle for the 2023-2025 Biennium. The grant application relates to the Phase 2 renovation efforts of Auburn's Historic Post Office which involves renovation of the interior, lower level of the 1937 Auburn Post Office. This phase will complete the transformation of the entire building into an Auburn Arts & Culture Center.

The Phase 2 portion of this project focuses on the lower basement level of the 85 year old building, which was renovated in the 1960s when it was used as a King County Public Health facility. Walls were added to create space for uses compatible with a health center at that time. The current fluorescent lighting, flooring, outdated heating/cooling and electrical, as well as outdated bathrooms do not meet the standards required for a public use space at present. Phase 2 will include design development; finalizing plans for bidding and construction; demolishing unnecessary walls and systems, repair and resurface flooring, new lighting systems, restroom improvements/renovations, and preparation of spaces for classrooms, cultural partnership meeting uses, and performing arts rehearsal spaces.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Faber

Meeting Date: April 4, 2022

Item Number: RES.B

RESOLUTION NO. 5659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WASHINGTON STATE HISTORICAL SOCIETY FOR GRANT FUNDING FOR PHASE TWO OF THE AUBURN ARTS & CULTURE CENTER

WHEREAS, The City of Auburn is renovating the historic Auburn Post Office into an Arts & Culture Center with Phase One of that renovation funded and currently under construction; and

WHEREAS, Phase Two of the renovation will include design development; finalizing plans for bidding and construction; demolishing unnecessary walls and systems, repairing and resurfacing flooring, adding new lighting systems, improving restrooms, and preparing classroom, meeting, and rehearsal spaces; and

WHEREAS, the Washington State Historical Society provides grant funding to protect and improve the state's historic properties; and

WHEREAS, the City of Auburn Parks, Arts, and Recreation Department seeks to apply for funding assistance from the Washington State Historical Society for the Phase Two basement renovations of the Auburn Arts & Culture Center; and

WHEREAS, the Auburn Arts & Culture Center Project is listed in the City's 2022-2027 Capital Facilities Plan and is a "high priority" project for the City of Auburn.

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

Section 1. That it supports the Auburn Arts & Culture Center Project and confirms that the project is a funded project in the City of Auburn's 2021-2022 Capital Budget and a listed project in the City of Auburn's 2022-2027 Capital Facilities Plan.

Section 2. That the Mayor is authorized to execute a grant application for the Washington State Historical Society Grant.

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

Section 4. That this Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this ____ day of _____, 2022.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra R. Comeau, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5660 (Caillier)

Date:

March 31, 2022

Department:

Police

Attachments:

[Resolution 5660](#)

[Grant Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council vote to adopt Resolution No. 5660.

Background for Motion:

This Resolution will provide the City of Auburn a grant award for behavioral health support and suicide prevention for the City of Auburn law enforcement officers.

Background Summary:

This Resolution authorizes the Mayor to accept a grant award from the Washington Association of Sheriffs and Police Chiefs for behavioral health support and suicide prevention for the City of Auburn law enforcement officers.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Chief Caillier

Meeting Date: April 4, 2022

Item Number:

RES.B

RESOLUTION NO. 5660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT A GRANT AWARD FROM THE WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS FOR BEHAVIORAL HEALTH SUPPORT AND SUICIDE PREVENTION FOR LAW ENFORCEMENT OFFICERS

WHEREAS, the City supports the well-being of its Law Enforcement Officers in a variety of ways, including behavioral health support and suicide prevention; and

WHEREAS, the Washington State Legislature has allocated funding to the WA Association of Sheriffs and Police Chiefs (WASPC) to establish behavioral health support and suicide prevention program for law enforcement officers; and

WHEREAS, the Auburn Police Department applied for, and was awarded a grant under this program from the WASPC in the amount of \$55,000; and

WHEREAS, the City and WASPC have agreed to the scope of work authorized under the terms of the grant

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

Section 1. The Mayor is authorized to execute an agreement with WASPC accepting the grant award under the conditions outlined in the award agreement in substantial conformity with Exhibit A attached.

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

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

Signed this 4th day of April, 2022.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Exhibit A

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS

BEHAVIORAL HEALTH SUPPORT AND SUICIDE PREVENTION GRANT

OVERVIEW:

The Washington State Legislature has allocated funding to the WA Association of Sheriffs and Police Chiefs to establish a behavioral health support and suicide prevention program for law enforcement officers. The program will award grants to leverage access to mental health professionals, critical stress management and resiliency training. WASPC will award funding up to \$300,000 for the period of March 15, 2022 to June 30, 2022 and up to \$300,000 for the period of July 1, 2022 to June 30, 2023.

The purpose of these funds are to support agencies creating or expanding any officer wellness programs.

AGREEMENT:

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **AUBURN POLICE DEPARTMENT** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address:
340 East Main Street, Ste 201
Auburn, WA 98002

Agency Contact: Dave Colglazier
Title: Commander
Email: dcoglazier@auburnwa.gov
Phone: 253-804-3125

Project Title
BH Support and Suicide Prevention Grant
(Officer Wellness)

Funding Cycle
FY2022: March 15, 2022 – June 30, 2022
FY2023: July 1, 2022 – June 30, 2023

Agreement No:
OW-Auburn 22-23

Funding Authority:
WA Association of Sheriffs and Police Chiefs

Grant Award:
FY 2022-\$32,000.00
FY 2023-\$23,000.00
Total: \$55,000.00

Service Area:
Auburn

The WASPC point of contact for the Behavioral Health Support and Suicide Prevention Grant is Terrina Peterson, Programs Coordinator, 360-486-2386 or tpeterson@waspc.org.

FUNDING SOURCE:

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

SCOPE OF WORK:

Grant recipient shall:

1. Hire an Officer Wellness Coordinator
2. Train Officer Wellness Coordinator
3. Implement proactive officer wellness initiatives

APPROVED BUDGET 2022 (July 1, 2021 – June 30, 2022):

Budget Line Item	Grant Funds	In-Kind Resources	Total Project Value
1. Applicant Salaries and Benefits			
<i>Salary support for Officer Wellness Coordinator</i>	\$30,000.00	\$ -	\$30,000.00
2. Training and Travel			
<i>Wellness Coordinator Training</i>	\$2,000.00	\$ -	\$2,000.00
Totals	\$32,000.00	\$ -	\$32,000.00

APPROVED BUDGET 2023 (July 1, 2022 – June 30, 2023):

Budget Line Item	Grant Funds	In-Kind Resources	Total Project Value
1. Applicant Salaries and Benefits			
<i>Salary support for Officer Wellness Coordinator</i>	\$20,000.00	\$ -	\$20,000.00
2. Training and Travel			
<i>Training for Officer Wellness Coordinator</i>	\$3,000.00	\$ -	\$3,000.00
Totals	\$23,000.00	\$ -	\$23,000.00

DATA COLLECTION AND REPORTING:

All data reports shall be made using the WASPC report form located at

https://waspc.formstack.com/forms/behavioral_health_support_and_suicide_prevention_grant_report_form

To the extent possible, the following data elements shall be submitted by April 15, 2022:

1. Unplanned leave (number of shifts) per month from April 2021 to March 2022
2. Scheduled leave (number of shifts) per month from April 2021 to March 2022
3. Total number of officers and non-commissioned staff
4. Number of community/citizen complaints from April 2021 to March 2022
5. Number of Use of Force incidents from April 2021 to March 2022
6. Distribute [Stress](#) and [Sleep](#) surveys to all agency personnel

To the extent possible, the following data elements shall be submitted quarterly July 15, 2022; October 15, 2022; January 15, 2023; April 15, 2023.

1. Unplanned leave (number of shifts) per month during the quarter
2. Scheduled leave (number of shifts) per month during the quarter
3. Total number of officers and non-commissioned staff
4. Number of community/citizen complaints per month during the quarter
5. Number of Use of Force incidents from during the quarter

To the extent possible, the following data elements shall be submitted by July 15, 2023:

1. Unplanned leave (number of shifts) per month from April 2023 to June 2023
2. Scheduled leave (number of shifts) per month from April 2023 to June 2023
3. Total number of officers and non-commissioned staff
4. Number of community/citizen complaints from April 2023 to June 2023
5. Number of Use of Force incidents from April 2023 to June 2023
6. Distribute [Stress](#) and [Sleep](#) surveys to all agency personnel
7. Final report with summary of work completed.

INVOICES FOR REIMBURSEMENT:

Invoice submission will document the following:

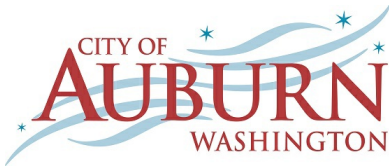
- Employee hours related to officer wellness work
- Training Costs
- Equipment Costs

Invoices shall be submitted to WASPC by the 10th of each month using an [A-19 voucher](#).

SIGNATURE:

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC	For RECIPIENT
Name: Steven D. Strachan	Name: Mark Caillier
Title: Executive Director	Title: Chief
Agency: Washington Association of Sheriffs & Police Chiefs	Agency: Auburn Police Department
Date: March 15, 2022	Date:
Signature: 	Signature:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5657 (Gaub)

Date:

March 29, 2022

Department:

Public Works

Attachments:

[Resolution No. 5657](#)

[Exhibit A](#)

[Vicinity Map](#)

Budget Impact:

\$55,000.00

Administrative Recommendation:

City Council adopt Resolution No. 5657.

Background for Motion:

This resolution authorizes an agreement between the City and King County Metro Transit (Metro) for Metro to provide funding to the City to construct pedestrian accessibility improvements at the intersection of Auburn Avenue and 2nd Street NE.

Background Summary:

KC Metro has appropriated funds in its Safe Routes to Transit Program to support capital projects that improve safety, convenience and accessibility for people walking, bicycling and using assistive mobility devices (such as wheelchairs or walkers) to connect to transit services and facilities. Improvements may include sidewalks, safe crossings, curb ramps and other improvements that will enhance safety, comfort and access to transit services and facilities.

The City currently has a project under construction that has installed new water lines and temporary surfacing at the intersection of Auburn Avenue and 2nd Street NE. Metro has identified improvements to the intersection that support its goal to improve safety for transit walking routes. The Metro improvements include replacing the hand held flags currently at the intersection with a rapid rectangular flashing beacon system.

The County has agreed to reimburse the City a maximum amount of fifty-five thousand dollars and no cents (\$55,000.00) for the City's cost to construct the Improvements. This amount is the City's estimated construction costs with a \$3,785.00 contingency. A budget amendment is anticipated to incorporate the revenue and expenditure into the City's 2022 budget for this work. Design of the improvements will be provided by the City within the existing project budget.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: April 4, 2022

Item Number: RES.C

RESOLUTION NO. 5657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF
AUBURN AND KING COUNTY, METRO TRANSIT
DEPARTMENT RELATING TO SAFE ROUTES TO TRANSIT
PROGRAM CAPITAL IMPROVEMENTS AGREEMENT

WHEREAS, Metro Connects is a long range transit plan adopted by King County, Metro Transit Department (KC Metro). Metro Connects envisions more people walking and bicycling to transit, and makes significant investments toward that vision, including funding for sidewalks, bikeways and other treatments; and

WHEREAS, to further the goals of Metro Connects, King County has appropriated funds in Metro's Safe Routes to Transit Program to support capital projects that improve safety, convenience and accessibility for people walking, bicycling and using assistive mobility devices (such as wheelchairs or walkers) to connect to transit services and facilities; and

WHEREAS, capital improvement projects made under the Safe Routes to Transit Program may include sidewalks, bikeways, safe crossings, ADA ramps, traffic calming devices and treatments, lighting, traffic counters, and other improvements that will enhance safety, comfort and access to transit services and facilities; and

WHEREAS, the City and KC Metro have identified needed improvements at the intersection of Auburn Avenue and 2nd Street NE (Improvements) that will support and improve transit access in the City;

WHEREAS, King County has agreed to reimburse the City for costs to construct the Improvements as a City capital project (Project); and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to RCW 39.34.030.

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

Section 1. The Mayor is authorized to execute an Agreement with the King County Metro Transit Department related to pedestrian safety improvements and expend funds for said agreement, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

Section 2. The Mayor is authorized to execute any necessary funding authorizations, supplemental amendments, and award a construction project, expending up to the total amount of the Project budget including Metro Funds, and to implement administrative procedures necessary to carry out the directions of this legislation.

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

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

Signed _____.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

SAFE ROUTES TO TRANSIT PROGRAM
PEDESTRIAN CAPITAL IMPROVEMENTS AGREEMENT
between
KING COUNTY, METRO TRANSIT DEPARTMENT
and
CITY OF AUBURN

THIS SAFE ROUTES TO TRANSIT PROGRAM CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") is entered into by and between the City of Auburn, a municipality of the State of Washington (the "City"), and King County, a political subdivision of the State of Washington, through its Metro Transit Department (the "County" or "Metro"), either of which entity may be referred to hereinafter as "Party" or collectively as the "Parties."

WHEREAS, Metro's adopted long-range transit plan, Metro Connects, envisions more people walking and bicycling to transit, and making significant investments toward that vision, including funding for sidewalks, bikeways and other treatments; and

WHEREAS, the County has appropriated funds in Metro's Safe Routes to Transit Program to support capital projects that improve safety, convenience and accessibility for people walking, bicycling and using assistive mobility devices (such as wheelchairs or walkers) to connect to transit services and facilities; and

WHEREAS, capital improvement projects made under the Safe Routes to Transit Program may include sidewalks, bikeways, safe crossings, ADA ramps, traffic calming devices and treatments, lighting, traffic counters, and other improvements that will enhance safety, comfort and access to transit services and facilities; and

WHEREAS, the County expects that such improvements developed under the Safe Routes to Transit Program will help reduce collision risks and injuries involving people walking and cycling, attract more transit riders, help more riders connect to transit without use of a personal car, thereby supporting County objectives for equity, managing demand for car parking at transit facilities, reducing local traffic congestion and emissions, and supporting health; and

WHEREAS, the County intends to work with local jurisdictions to fund the design and construction of such capital projects as sidewalks, bikeways, safe crossings, ADA ramps, traffic calming devices and treatments, lighting, traffic counters, and other improvements that will enhance safety, comfort and access to transit services and facilities; and

WHEREAS, Metro has worked with the cities of Renton, Kent and Auburn to design and prepare for construction of improvements for the RapidRide L Line, including access to transit improvements; and

WHEREAS, the RapidRide I Line will provide new RapidRide bus rapid transit (BRT) service connecting the cities of Renton, Kent and Auburn, upgrading the existing route 160, which was implemented in fall 2020; and

WHEREAS, the County and the City have mutual interest in reducing barriers to transit service in order to support access to transit services and facilities in the City; and

WHEREAS, the Parties have identified a capital improvement project that will support and improve transit access in the City;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the County, as part of its Safe Routes to Transit Program, will reimburse the City for a portion of the costs of the design and/or construction of certain transit access capital improvements consisting, in summary, of pedestrian safety improvements at specific locations (the "Project"), as more particularly described in the Scope of Work ("SOW") set forth at Exhibit A, which is attached hereto and incorporated herein by this reference.

2. DUTIES AND RESPONSIBILITIES OF THE CITY

- 2.1 The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to design, construct and inspect the transit access capital improvements provided for in the Project description set forth in Exhibit A. The Project objectives and timelines are provided for with particularity in Exhibit A.
- 2.2 It shall be the City's responsibility to finalize the design and build the Project in compliance with applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act ("ADA"). The City shall also be responsible for obtaining any necessary permits; review and approval by federal, state or local regulatory agencies, if applicable; and for conducting any required environmental review. The City shall also be responsible for the administration and funding of any contracts it enters into for the performance of its responsibilities under this Agreement.
- 2.3 Upon completion, all Project improvements shall become the property of the City. The City shall be responsible for ongoing maintenance, repair and replacement of any Project improvements.
- 2.4 The City will provide the County with regular progress reports, at least quarterly, to identify work progress and other matters of significance in the performance of this Agreement.
- 2.5 The City shall submit design plans for the Project improvements to the County for its review and written approval prior to initiating construction. The County will have the opportunity to review and provide written comments on the plans to ensure consistency with any applicable requirements and the County's expectations for the Project. Should the City desire to change

the final Project design after the County's initial review and approval of the initial design plans, whether based on additional engineering or traffic analysis, input from stakeholders, or other factors, the County's Contract Manager, as provided for in Section 18 of this Agreement, shall be notified of such proposed changes. Any such changes that are deemed significant by the County shall require joint written approval consistent with Section 15 of this Agreement.

- 2.6 The City shall contribute funding for the design of the Project.

3. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- 3.1 The County will reimburse the City for a portion of the actual, eligible costs incurred by the City for the transit access capital improvements as provided for in the SOW set forth at Exhibit A. Under no circumstances will the County's contribution to the City's eligible Project costs exceed a maximum amount of \$55,000.00 (the "Reimbursement Cap").
- 3.2 The County's obligation to make such reimbursements is contingent upon the City completing design of the project, as stated in Subsection 2.6.

4. INVOICE AND PAYMENT PROCEDURES

- 4.1 The County will reimburse the City for actual, eligible costs incurred for work performed pursuant to this Agreement as identified in the SOW. The City shall submit a completed invoice to the County detailing quarterly activities, outcomes, expenses and reimbursement amount due within thirty (30) days of each quarter's end. The County shall pay the City within thirty (30) calendar days after the County has received completed invoices. In no event shall the total reimbursement to City for work performed pursuant to this Agreement exceed the Reimbursement Cap provided for in Subsection 3.1 of this Agreement.
- 4.2 In the event that it is determined that an overpayment has been made to the City by the County, the County will bill the City for the amount of overpayment. The City shall pay the County within thirty (30) days of receipt of an invoice for overpayment.

5. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall take effect upon the latest date on which both Parties have signed the Agreement (the "Effective Date") and shall remain in effect until June 30, 2023, unless extended by written amendment of the Parties pursuant to Section 15 of this Agreement or earlier terminated pursuant to the provisions of Section 7 of this Agreement.

6. DISPUTE RESOLUTION PROCESS

- 6.1 Designated Dispute Resolution Representatives. The following individuals are the designated representatives for the purpose of resolving disputes that arise under this Agreement:

For the County:	Carol Cooper, Managing Director King County Metro Transit Market Innovation Section 201 South Jackson Street, MS KSC-TR-0411
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Seattle, WA 98104
(206) 477-5871
carol.cooper@kingcounty.gov

For the City: Jacob Sweeting, City Engineer
City of Auburn
25 West Main Street
Auburn, WA 98001
(253) 804-3118
jsweeting@auburnwa.gov

- 6.2 The County representative and the City representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.
- 6.3 In the event the designated representatives are unable to resolve the dispute, the City's Mayor or her/his designee and the General Manager of the County's Metro Transit Department or her/his designee shall confer and exercise good faith to resolve the dispute.
- 6.4 In the event the Mayor and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).
- 6.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.
- 6.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

7. TERMINATION

- 7.1 Termination for Convenience. The County may terminate this Agreement for its convenience and without cause upon thirty (30) days written notice to the City. In the event of termination of this Agreement by the County pursuant to this Subsection 7.1, the County shall be liable only for costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 7.2 Termination for Cause. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement and such breach is not cured in the time provided in this Subsection 7.2. Written notice of intended termination and a description of the breach must be provided via certified mail by the Party terminating this Agreement to the other Party not less than thirty (30) calendar days prior to the intended effective date of termination. The breaching Party shall be given thirty (30) calendar days in which to cure its material breach to

the reasonable satisfaction of the other Party. If the breaching Party fails to cure within thirty (30) calendar days, the Agreement shall terminate on the date specified in the notice.

- 7.3 Termination for Non-Appropriation or Loss of Funding. In addition to termination for default, the County may terminate this Agreement for non-appropriation or loss of funding by giving not less than thirty (30) calendar days' written notice thereof to the City.

8. LEGAL RELATIONS

- 8.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 8.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- 8.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 8.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 8.5 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 8.6 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 8.7 Survival. Each of the provisions of this Section 8 (Legal Relations) shall survive the expiration or earlier termination of this Agreement.

9. RECORDS RETENTION AND AUDIT

- 9.1 Maintenance of Records. During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by both Parties for inspection and audit by the other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.
- 9.2 Disclosure of Public Records. Both Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 9.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

10. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

11. NONDISCRIMINATION

The City agrees to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, neither the City nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

12. INDEMNIFICATION

The City and its successors and assigns shall protect, save, defend, indemnify and hold harmless the County, its elected officials, officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, actions, judgments, and/or awards of damages or expenses of any nature whatsoever, arising out of or in any way resulting from the City's acts or omissions under this Agreement. The City agrees that it is fully responsible for the acts and omissions of its contractors, subcontractors, consultants, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. The City agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County, its elected officials, officers, employees, and agents with a full and complete indemnity of claims made by the City's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

15. CHANGES AND MODIFICATIONS

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

16. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

17. ALL TERMS AND CONDITIONS

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

18. CONTRACT MANAGEMENT

All contact information for the management of this Agreement shall be identified herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers shall state the effective date of said update.

Contract Manager for	City of Auburn	King County
Contact Name	Jacob Sweeting	Malva Slachowitz
Title	City Engineer	Senior Transportation Planner
Address	25 West Main Street Auburn, WA 98001	201 South Jackson Street, KSC-TR-0411, Seattle, WA 98104
Telephone	253-804-3118	206-477-5873
Email	jsweeting@auburnwa.gov	malva.slachowitz@kingcounty.gov

19. ASSIGNMENT

Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

20. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY

CITY OF AUBURN

By: _____
Terry White, General Manager
King County Metro Transit Department

By: _____
Nancy Backus, Mayor
City of Auburn

Date: _____

Date: _____

Attest:

Shawn Campbell, City Clerk

Approved as to form:

Kendra Comeau, City Attorney

EXHIBIT A

SCOPE OF WORK

SAFE ROUTES TO TRANSIT PROGRAM CAPITAL IMPROVEMENT AGREEMENT

1. Purpose

- a. To design and construct pedestrian safety and access improvements as described in Section 3 for access to public transit services.

2. Scope of Services

- a. Project Management: The City will manage the project using professionals with capital project experience. Budget and schedule will be monitored regularly throughout design and construction. The City will provide the County with progress reports at least quarterly, per Subsection 2.4 of this Agreement.
- b. Design: The City will be responsible for completing design and developing the bid documents. The project will be permitted as a capital project with the City as the lead agency for SEPA. The City has determined that this project is categorically exempt from SEPA per Washington Administrative Code (WAC) 197-11-800(2)d vi, vii, and ix.
- c. The City shall submit design plans for the Project improvements to the County for its review and written approval prior to initiating construction, per Subsection 2.5 of this Agreement. The County will provide any review comments within 7 calendar days.
- d. Construction: The City will construct the project through a negotiated change order with a contractor currently constructing a City capital project, and utilize City forces, and issue a non-formally bid contract and monitor construction through completion.
- e. Inspection: Existing City staff or a consultant project manager will provide construction inspection services, with third party support for specific specialties if needed.
- f. Monitoring and Reporting: The City will submit quarterly progress reports during design and construction. The City and Metro will share relevant available data to monitor usage of the projects after completion and annually for four years following completion.

3. Projects to be completed

Location (intersection or corridor with extents)	Improvements	Phase(s) to be expensed under this agreement in 2022
Auburn Avenue and 2nd Street NE	Rapid Rectangular Flashing Beacon (RRFB) System including conduits, poles, foundations, beacons, signage, push buttons	Design and Construction

4. Schedule

Project milestones below represent work to be completed under this Agreement.

The project milestones are estimated as follows:

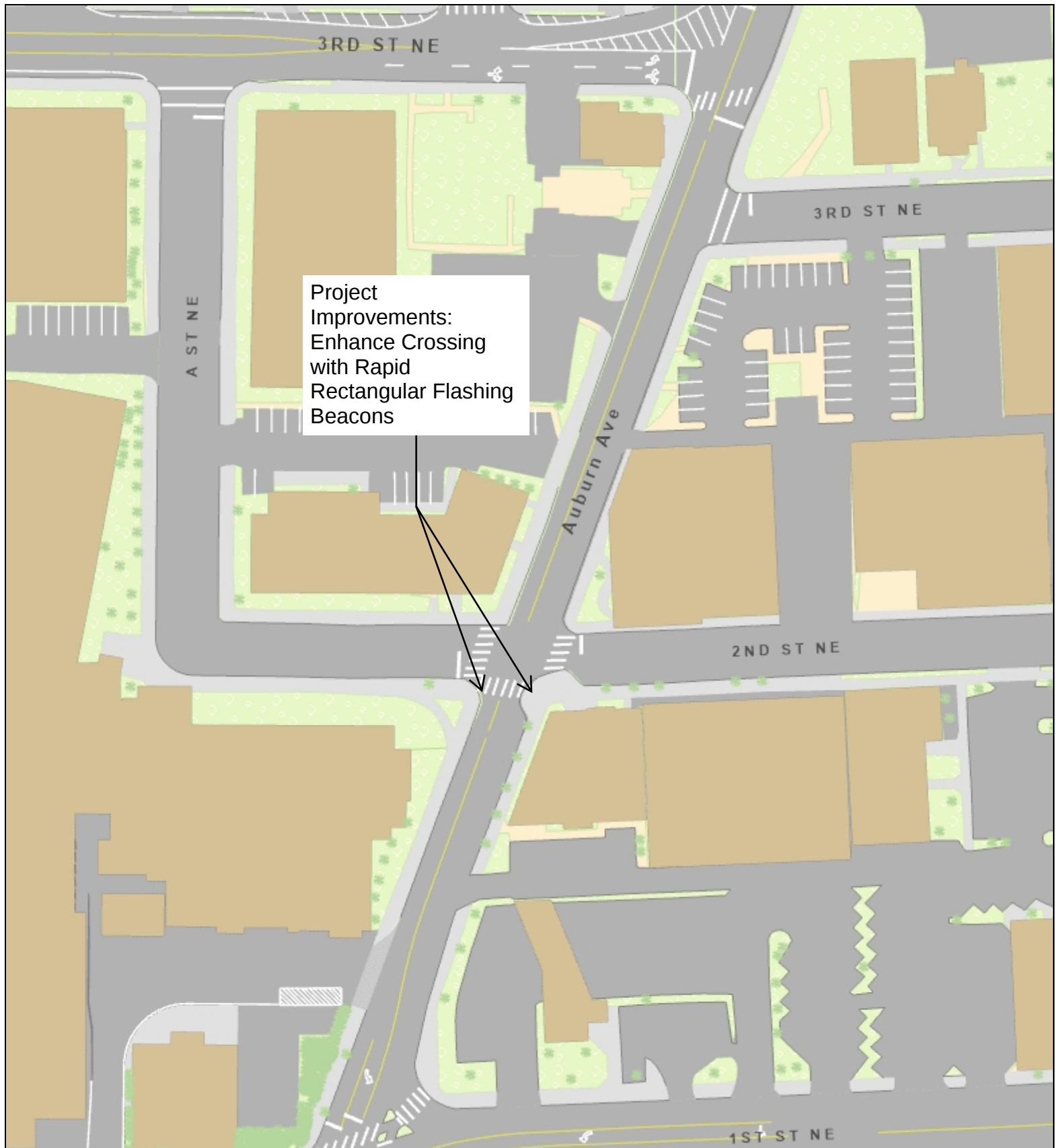
Milestone	Month/Year
Begin construction Phase 1 (install conduits, foundations, junction boxes)	4/2022
Begin construction Phase 2 (install and activate RRFB System)	7/2022
Complete construction	12/2022
Estimated opening for public use	1/2023

5. Budget

Phase	King County Funds	City-secured Funds	Project Total
Design	\$0	\$5000	\$5000
Construction (RRFB System Complete)	\$51,215	\$0	\$51,215
Est Total	\$51,215	\$5,000	\$56,125
Contingency	Up to \$3,785	n/a	Up to \$3,785
Total	\$55,000 (cap from King County)	\$5000	Up to \$60,000

KC Metro Transit Safe Routes to Transit Program

Printed Date: 3/28/2022
Map Created by City of Auburn eGIS
Imagery Date: May 2015



166.7 0 83.3 166.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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.

